

# Programme Rules

## **ACTIVE CITIZENS FUND**

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## PREAMBLE

The Calouste Gulbenkian Foundation, in consortium with the Bissaya Barreto Foundation, has been selected as the managing entity for the Non-Governmental Organisations (NGOs) funds of the European Economic Area Financial Mechanism (EEA/FM) in Portugal, following a tender launched for that purpose. It was thus created the **Active Citizens Fund**, Programme whose primary objectives are to strengthen Portuguese civil society and active citizenship and to empower vulnerable groups.

The **Programme** has a total budget of 11 million euros, provided by the Donor States of the EEA Financial Mechanism: Iceland, Liechtenstein and Norway. Its implementation period begins in 2018 and is extended until 2024. Annual open calls will be launched in order to select the most relatively worthy projects. As a general rule, the Programme rate of assistance shall reach 90% of the eligible cost of the projects, which necessarily have a predominantly immaterial nature.

Following the implementation of the Cidadania Ativa Programme 2013-16, the **Active Citizens Fund** represents a renewed and more robust opportunity for Portuguese NGOs to join efforts, to strengthen their voice and delivery capacities and to mobilise civil society and each citizen to a more committed and active participation in community life, promoting tolerance, social justice, and transparency in public affairs.

The present regulation lays down the rules to be observed by the **Active Citizens Fund**, in accordance with the Programme Implementation Agreement, signed on 9 July 2018. The high standards demanded in the access to funding derive from the EEA Grants Active Citizens Fund rules, applicable in all 15 Beneficiary European countries. The **Programme** also observes rules very similar to those applied to European Union grants, through management by objectives focused on results, with permanent scrutiny by the Donor countries.

In light of this, applicants to the Programme must satisfy a very demanding and specific set of rules, not only in the preparation of the applications and projects, but especially in its implementation, in reporting and in result evaluation.

The experience gained from the 2018 calls required some adjustments and clarifications in the Programme Rules, which are reflected in this new version.

## CHAPTER I SCOPE

### Article 1. Goal

This regulation defines the rules for the Portuguese Non-Governmental Organisations (NGOs) and their partners to access funding granted by the Active Citizens Fund, henceforward called "Programme", managed by the Calouste Gulbenkian Foundation together with the Bissaya Barreto Foundation, and funded by the EEA Grants.

## Article 2. Objectives

1. The Programme objective is to strengthen civil society and active citizenship and to empower vulnerable groups.
2. To achieve this, the Programme aims to support projects promoting:
  - a. Democracy, active citizenship, good governance and transparency;
  - b. Human rights and equal treatment through combating any discrimination on the grounds of racial or ethnic origin, religion or belief, gender, disability, age, sexual orientation, or gender identity;
  - c. Social justice and inclusion of vulnerable groups;
  - d. Capacity building of NGOs.
3. The Programme shall also contribute to the overall objectives of the EEA Grants in Portugal and to the accomplishment of good governance and sustainable development.
4. The Programme is also intended to encourage the establishment of partnerships between the Portuguese NGOs, and between them and public and private entities located in Portugal, the Beneficiaries States, the Donor States or international organisations or bodies or agencies thereof.

## Article 3. Intervention priorities

1. The Programme is organised into four areas, corresponding to its intervention priorities:
  - a) Outcome 1 - "Strengthened democratic culture and civic awareness" which hosts projects namely directed at:
    - a. Citizenship education and training at formal and non-formal levels;
    - b. Promotion of democratic literacy;
    - c. Citizens' awareness-raising, information and outreach on the importance to participate actively in the community;
    - d. Civic activism and mobilisation activities;
    - e. Promotion of volunteering and solidarity;
    - f. Strengthening youths' social participation, their involvement in the community and promoting their active participation in decision making processes;
    - g. Advocacy activities;
    - h. Public policy watchdog and monitoring activities, including the implementation of recommendations or decisions taken at the international level;
    - i. Awareness raising, sharing of information and participation in decision-making processes concerning public policies;

- j. Collaboration between NGOs and investigative journalists to ensure transparency and combat corruption;
  - k. Partnerships and promotion of structured dialogue between NGOs and public and private entities to address social and environmental problems;
  - l. Awareness raising campaigns and media literacy actions that tackle fake news and disinformation.
- b) Outcome 2 - "Increased support for human rights", which hosts projects namely aimed at:
- a. Human rights education and training, in particular for young people;
  - b. Awareness raising campaigns and actions that prevent or fight human rights violations such as discrimination on any ground, racism, hate speech and all forms of violence;
  - c. Activities valuing human diversity and promoting tolerance and the acceptance of that which is different;
  - d. The creation of platforms to facilitate and develop actions that promote intercultural dialogue;
  - e. Promotion of gender equality, including in parenthood and employment;
  - f. Advocacy work on human rights;
  - g. Research and analysis activities supporting political action in favour of human rights;
  - h. Participation in the decision-making processes concerning public policies on human rights;
  - i. Support to civil litigation processes in favour of human rights.
- c) Outcome 3 – "Vulnerable groups are empowered", which hosts projects namely directed at:
- a. Adoption of participatory methods and/or innovative solutions in addressing the needs of vulnerable groups;
  - b. Inclusion and response to social needs, namely regarding people with disabilities;
  - c. Support for youths at risk of social exclusion, including from marginalised communities, in order to promote successful social and professional paths;
  - d. Support for victims of domestic and sexual violence, including their physical, psychological and social rehabilitation;
  - e. Support for the integration, in its various components, of refugees, migrants, Roma and other minority groups;
  - f. Support for the integration of former prisoners, homeless people and other marginalized or at-risk groups, including through the use of the arts, sport or culture;
  - g. Provision of training for the economic empowerment of vulnerable individuals, in order to promote their integration in the labour market;
  - h. Support for the mobilisation of elderlies' knowledge for the benefit and inclusion of newer generations in marginalised communities, in particular through intergenerational cooperation and mentoring initiatives.

- d) Outcome 4 – “Enhanced capacity and sustainability of civil society (organisations and the sector)”, which hosts projects namely aimed at:
- a. Elaboration of diagnoses and action plans / strategic plans for organisations;
  - b. Implementation of action plans / strategic plans related to organisational / operational capacity building;
  - c. Training, mentoring and consulting in the priority cross-cutting areas of advocacy, watchdog and fundraising;
  - d. Traineeships for NGO staff members in other NGOs;
  - e. Cross-cutting training, mentoring and consulting on governance, planning, administrative and financial management, communication and marketing, volunteer attraction and management, monitoring and evaluation techniques;
  - f. Development and consolidation of NGO platforms and coalitions;
  - g. Establishment of partnerships between NGOs and with the public and private sectors;
  - h. Promotion of networks and other vehicles for the internationalisation of organisations and their associative structures;
  - i. Development of tools for the self-assessment of the organisations' capacities;
  - j. Transfer of knowledge and experience between large and small civil society organisations (joint projects);
  - k. Exchange of experiences for benchmarking;
  - l. Conducting studies and publications and creation of data bases and knowledge and information repositories;
  - m. Reinforcement of the sector's capacity and notoriety through networking, fundraising and dissemination events;
  - n. Creation of a social business, based on a previously prepared business plan.
2. Provision of welfare and basic services shall only be supported as part of wider actions addressing awareness-raising, advocacy, empowerment and reform initiatives.

#### Article 4.

##### Bilateral Cooperation Initiatives

1. In addition to the types of projects mentioned in Article 13, the Programme supports initiatives aimed at strengthening bilateral cooperation relations between Portuguese NGOs and entities from the Donor States, and also international organisations or bodies or agencies thereof.
2. Bilateral cooperation initiatives are intended to finance short-term international exchanges of experiences, including internships and participation in conferences, seminars and short duration training courses, and to foster contacts amongst NGOs and other potential partners.
3. Portuguese NGOs that comply with the criteria listed in Article 7 are eligible as promoters, and must involve at least one entity from the Donor States.

4. The bilateral cooperation initiatives' applications must be submitted through SIPPCA, and must follow an evaluation and selection process which includes detailed evaluation criteria, specified in the respective call notice.
5. A maximum of two bilateral cooperation initiatives may be supported for each promoter for the duration of the Programme.
6. The provisions of these Programme Rules shall apply to the bilateral cooperation initiatives with the exceptions indicated in the respective call notice.

#### Article 5.

##### Regional Civil Society Initiatives

Activities contributing to the Programme objectives and promoting regional exchange and networking across civil society, with a view to strengthening the civil society sector across the Beneficiary States, sharing knowledge, promoting mutual learning, and adopting and using knowledge and best practices across civil society may be supported under the Programme as regional civil society initiatives.

#### Article 6.

##### Concepts / Definitions

For the purpose of the present Programme Rules, the following definitions apply:

- a) "Call notice": public disclosure document announcing the opening of a process for allocation of funding by the Programme (call for applications); contains specific items of information for the preparation of applications;
- b) "Application": set of information and documentation that a promoter submits, through a form hosted in SIPPCA, as support to the presentation of their project to a Programme's call for applications;
- c) "Call for applications": procedure opened by the Programme's managing entity to host applications, through which projects for funding are selected;
- d) "Project": application after being selected; consists of a coherent set of actions which the promoters are committed to accomplish under a grant contract;
- e) "Institutional projects": projects supported under Outcome 4 mentioned in paragraph 1 of Article 3 and comprising comprehensive organizational and training development actions which should allow for a qualitative or quantitative step forward to the relevant NGO or umbrella organization promoting it;
- f) "Project Manager": person designated by the promoter, responsible for the executive management of the project;
- g) "Total cost" of the project corresponds to the total expenditure of the project incurred by the promoter and all partner organisations;
- h) "Total supportable cost" of the project concerns expenditure expected to be incurred by the promoter and partners eligible for funding under the Programme referred to in Article 9;





- i) "Eligible cost" of the project corresponds to part of the "total supportable cost" net of not eligible expenses pursuant to Article 17;
- j) "Programme Managing Entity": Calouste Gulbenkian Foundation (CGF);
- k) "Programme Partner Entity": Bissaya Barreto Foundation (BBF);
- l) "Consortium Executive Board": established by the Calouste Gulbenkian Foundation and the Bissaya Barreto Foundation to take the main decisions and approve the main regulations related to Programme implementation;
- m) "Programme Director": person appointed by the Programme Managing Entity to head the PMU, responsible for programme's implementation and achievement of expected results.
- n) "PMU - Programme Management Unit": service created by the Calouste Gulbenkian Foundation and Bissaya Barreto Foundation to undertake the ongoing management of the Programme.
- o) "Beneficiary States" of the support of the EEA Grants: Portugal, Bulgaria, Croatia, Cyprus, Slovakia, Slovenia, Estonia, Greece, Hungary, Latvia, Lithuania, Malta, Poland, Czech Republic and Romania;
- p) "Donor States": Iceland, Liechtenstein and Norway;
- q) "SIPPCA – Active Citizens Programme and Projects Information System" through which applications are submitted and where all administrative interaction between the promoters and the PMU necessary for the execution of projects is processed;

#### Article 7. NGO Definition

For the purposes of the Programme, a Non-Governmental Organisation (NGO) is a non-profit voluntary private entity, irrespective of its legal form, which at the time of submission complies with the following requirements:

- a) is established as a legal entity;
- b) pursues the general interest or common good and has non-commercial purpose;
- c) is independent of local, regional and central government, public entities, political parties and commercial organisations;
- d) is not a political organisation or a political party;
- e) is not a religious institution.

## CHAPTER II ACCESS TO FUNDING

### Article 8. Territorial Scope

The Programme aims to support Portuguese NGO projects in mainland Portugal and the Autonomous Regions of the Azores and Madeira, without prejudice to actions that are carried out in Donor or Beneficiary States under partnerships created to implement the selected projects.

### Article 9. Eligible Entities

1. Portuguese entities complying with the requirements referred to in Article 7 and partner entities from the Donor States and international organisations or bodies or agencies thereof are eligible for funding under the Programme.
2. Eligible entities shall abide by the principles of democratic values and human rights.
3. Eligible entities must have an organised accounting system or equivalent that can respond to provisions of Article 47.

### Article 10. Promoters

1. Project promoters are NGOs established in Portugal that meet the definition referred to in Article 7 and are responsible for submitting an application to the Programme and for the implementation of the project in case funding is approved by the Programme.
2. Promoters shall demonstrate that they have sufficient administrative and financial capacity to implement the projects.
3. Within the scope of the 'large projects' mentioned in Article 13, 1.c) the promoter must be established and registered for more than two years when submitting the application and can only submit applications with a total supportable cost up to three times its average annual expenditure from the three previous years.
4. The promoter is the entity which signs the grant contract with the Programme Managing Entity and bears all responsibility of implementing the project according to the contract and of achieving the set objectives and targets.

### Article 11. Partnerships

1. Partnership is the means by which activities developed by several NGOs or between these and the partner entities referred to in Article 12 are established.
2. Partnerships are formalised between all partners mentioned in Article 12 through a Partnership Commitment Declaration and are complemented by a Partnership Agreement to be signed by entities approved for funding that are referred to in Article 9.

3. Besides the promoter, the number of partner entities eligible for funding that sign the Partnership Agreement referred to in Article 30 is limited to three per project.
4. Partnerships are mandatory for large projects.
5. Under Outcome 3, large projects addressing specific vulnerable target groups shall in principle involve, as promoters or partner entities, organisations created and composed of members of these groups.
6. The leader of the partnership is the promoter, who is responsible for the overall coordination of the partnership, for submitting payment claims related to eligible costs of the partners, for transferring the amounts to the partners and for ensuring all communication with the PMU on any matter relating to the project.

#### Article 12. Partner Entities

1. Portuguese NGOs that meet the requirements of Article 7 may participate in partnerships, as well as any other entities, public or private, profit or non-profit based, which develop their business in Portugal, the Beneficiary or Donor States, as well as international organisations or bodies or agencies thereof that pursue social or economic purposes which can be implemented through the proposed project.
2. Informal groups that act for the public good but are not registered as legal entities in Portugal can be part of the partnership. However, these informal groups cannot be a direct recipient of the project grant and the expenditure related to the involvement of the informal group must be borne by the project promoter.
3. All partner entities must sign a joint Partnership Commitment Declaration that shall be submitted in the application phase.

#### Article 13. Project Typology and Duration

1. The Programme includes the following types of projects:
  - a) "Small projects": projects with a total supportable cost between 10 000 and 30 000 euros;
  - b) "Institutional projects": projects under Outcome 4 with a total supportable cost higher than 30 000 euros and equal to or less than 75 000 euros;
  - c) "Large projects": projects with a total supportable cost higher than 30 000 euros and equal to or less than 120 000 euros.
2. The maximum duration of projects is as follows:
  - a) "Small projects": up to 18 months;
  - b) "Institutional projects": up to 30 months;
  - c) "Large projects": up to 30 months.

3. Exceptionally, if indicated in the respective call, the size and duration of projects may differ from the established in the previous paragraphs.

Article 14.  
Capacity Building Component

1. All projects under Article 3, paragraph 1. a) b) and c) shall include a capacity building component with the purpose of strengthening the promoter NGO and improve its skills and tools to carry out its activities in favour of the community.
2. The capacity building component may include elaboration of needs assessments, preparation of action plans and, in case those already exist, implementation of the action plan's measures.
3. This component should be 5 000 euros in small projects and 10% of the total supportable cost with a minimum of 5 000 euros in large projects.
4. For the purpose mentioned in paragraph 1 the ceilings indicated in Article 13, paragraphs 1.a) and c) include the costs of the capacity building component.
5. It is not possible to transfer the amount allocated to the capacity building component to other project activities.

Article 15.  
Project Manager

1. In the application, the promoter shall designate a Project Manager who will be responsible for the technical, administrative and financial implementation of the project.
2. The Project Manager will be the focal point of all relations and contacts with the PMU during the implementation stage.
3. The Project Manager must have a formal commitment with the promoter, and in large projects shall have at least 50% of the organisation's working schedule allocated to the approved project in its more intensive phases of implementation.

**CHAPTER III  
FUNDING**

Article 16.  
Grant Rate

1. Approved projects are co-financed at a maximum rate of 90% of their respective eligible costs.
2. When setting the grant rate, any economic benefit resulting from receiving a financial contribution is taken into consideration.

Article 17.  
Eligible costs

1. Costs can only be considered eligible if they meet the following criteria:

- a) they are incurred and paid between the first and final dates of eligibility of a project as specified in the project contract;
- b) they are connected with the subject of the project contract and they are indicated in the detailed budget of the project;
- c) they are proportionate and necessary for the implementation of the project;
- d) they are used for the sole purpose of achieving the objective of the project and its expected outcome(s), in a manner consistent with the principles of economy, efficiency and effectiveness;
- e) they are identifiable and verifiable, in particular through being recorded in the accounting records of the project promoter and determined according to the applicable accounting standards and generally accepted accounting principles;
- f) they comply with the requirements of Portuguese tax and social legislation; and
- g) as an exception to a), costs in respect of which an invoice has been issued in the final month of eligibility may also be eligible if the costs are paid within 30 days of the completion date.

2. The following direct costs are eligible:

- a) Cost of personnel assigned to the project, comprising actual remuneration including social security charges and other statutory costs as applicable, provided that this corresponds to the project promoter's and project partner's usual policy on remuneration;
- b) Volunteering in accordance with Article 18;
- c) Travel and subsistence allowances for personnel and volunteers taking part in the project, provided that they are in line with the project promoter's and project partner's usual practices on travel costs and does not exceed the referential applied to the Portuguese Public Administration;
- d) Cost of new or second hand equipment provided that it is depreciated in accordance with generally accepted accounting principles applicable to the project promoter and generally accepted for items of the same kind. Only the portion of the depreciation corresponding to the duration of the project and the rate of actual use for the purposes of the project may be taken into account;
- e) Costs with new or second hand equipment provided the use of the equipment by the acquiring entity is not possible outside the project's scope and the expense complies with the conditions established in the Promoter's Manual;
- f) Costs of consumables and supplies, provided that they are identifiable and assigned to the project;
- g) Costs entailed by other contracts awarded by a project promoter for the purposes of carrying out the project, provided that the awarding complies with the applicable rules on public procurement as specified in Article 33;
- h) Costs arising directly from requirements imposed by the project contract for each project; and
- i) Costs with the adaptation of facilities.

3. Indirect costs associated to the project are also considered eligible with a flat-rate up to the limit of 15% of direct eligible personnel costs of the project calculated according to the methodology published on the Promoter's Manual.
4. Costs with the purchase of equipment referred to in paragraph 2.d) and e) are eligible if they are in fact necessary for the implementation of the project and up to a maximum of 30% of eligible project costs.
5. Costs with adaptation of facilities are eligible if they are actually necessary for the implementation of the project and up to a maximum of 30% of eligible project costs.
6. Cost with payment of VAT is eligible, but if it is in fact incurred and is not refundable.
7. The following costs are not considered eligible:
  - a) Payment of interest, fines and fees;
  - b) Costs related to financial transactions and other purely financial costs, except those related to accounts and financial services imposed by the grant contract;
  - c) Acquisition of property;
  - d) Exchange rate risks and differences;
  - e) Expenses that are reimbursed by any other source;
  - f) Expenses with penalties, fines, judicial costs and other costs associated with litigation;
  - g) Excessive or reckless expenditure.
8. The final date of eligibility of project costs funded by the Programme cannot, in any case, be later than April 30<sup>th</sup>, 2024.

#### Article 18.

##### Promoter's and Partners' Contribution

1. Eligible entities' contribution of 10% minimum is mandatory and may be made in cash or in kind.
2. The contribution of the promoter and its partner entities shall be proportionate to their share of eligible costs.
3. Contribution in kind may be made through volunteer work up to a maximum of 50% of the necessary contribution value.
4. In exceptional cases, indicated in the respective call or communicated by the PMU, in-kind contribution may attain 100% of the financial contribution.
5. To calculate the value per hour of volunteer work for the purpose of contribution in kind the following formula is used:

$$VHVW = [NMW \times (1 + ASSR)]: 22: 7$$

Where 'VHVW' means 'Value of hour of volunteer work', 'NMW' means 'national minimum wage' and 'ASSR' means 'Applicable Social Security Rate'.

## CHAPTER IV APPLICATIONS

### Article 19.

#### Call for Applications

1. Applications are submitted in response to the call notice advertised on the Programme's website and other media channels.
2. The call notices specify the terms of the call for applications, including namely the opening and closing dates of the tender, the available budget, the Programme outcomes under which applications may be submitted, the eligible types of projects, the selection criteria and respective weights as well as other specific information required to formalise the application.
3. An indicative timeframe of all calls for applications to be open over the Programme period shall be published on the Programme's website and updated when necessary.
4. Each eligible entity may only submit one application per year, and may only be selected for a total of five projects for the duration of the Programme, being promoter or partner.

### Article 20.

#### Support to Applicants

1. In order to ensure a fair competition and equal opportunities to all applicants and to improve chances of success, namely regarding under-served geographic areas and target groups, the Programme will implement among others the following actions:
  - a) A Promoter's Manual that includes all the information and documentation required;
  - b) Information sessions regarding the calls and application process;
  - c) A comprehensive programme of workshops across the country to support the preparation of projects and applications;
  - d) An on-line support, complementary to the FAQ published on the Programme website;
  - e) A specific facility dedicated to applicants located outside the Metropolitan Areas of Lisbon and Porto or to designated target groups is available whenever calls are open, providing individual support.
2. The nature of support mentioned in paragraph 1.e) and the typology of eligible applicants to such support are indicated in the Manual referred to in paragraph 1.a).
3. The Programme Partner Entity organises and implements support to applicants mentioned in paragraphs 1.c) and 1.e).

### Article 21.

#### Submission of Applications

1. Applications can only be submitted through the SIPPCA application available at [activecitizensfund.pt](http://activecitizensfund.pt), within the timeline specified in the call notice.



2. The application process consists of an online form to which the following documents should be attached:
  - a) Current statutes and other supporting documentation that ensure compliance with Articles 7 and 10 regarding entities applying for funding;
  - b) Detailed budget and project timeline;
  - c) Project Manager's CV;
  - d) Liability waiver;
  - e) Joint Partnership Commitment Declaration (when applicable).

## **CHAPTER V SELECTION PROCESS**

### Article 22. Admissibility

1. The PMU checks the compliance with the formal and administrative requirements of admissibility of applications, particularly regarding:
  - a) Submission of applications with the attachments referred to in paragraph 2 of Article 21 within the deadline;
  - b) Scope of the application falling within the scope of the call notice;
  - c) Full completion of the application form and of the detailed budget;
  - d) Qualification of the promoter as an NGO under Article 7 and Article 10 and compliance of partners applying for funding with Article 9;
  - e) Eligibility in terms of size and duration of the proposed project pursuant to Article 13 and, if applicable, to paragraph 5 of Article 11;
  - f) Respect for the maximum number of applications each entity (promoter and partner) may submit pursuant to paragraph 4 of Article 19;
  - g) Non applicability of paragraph 5 of Article 47 of the Cidadania Ativa Programme Rules or of paragraph 5 of Article 49 of these Programme Rules.
2. Should clerical errors be made during the online submission of the administrative documents, the promoter may correct them within two working days.
3. The PMU notifies the promoters of applications that are not considered admissible, explaining the reasons for the rejection.
4. The promoters of applications referred to in paragraph 3 have a period of 10 days to appeal, counted from the day after the notification.
5. Appeals submitted to the PMU are analysed and sent to the CGF Board of Trustees for a final decision, together with a reasoned opinion from the Programme Director.
6. The final decision of the CGF Board of Trustees shall be notified to the promoter.





Article 23.  
Evaluation

1. As a rule, the evaluation of the applications is made by two independent experts based on the criteria set out in Annex 1 of these Programme Rules.
2. Applications are assessed according to their merit and ranked on a scale of 0 to 100 points, where projects with a score equal or above 50 points may be selected. The final score of applications is the simple average of both evaluations.
3. When the ratings of the two experts differ more than 30% of the higher score, the application is assessed by a third expert, and the final score results from the average of the two closer ratings.

Article 24.  
Selection Criteria

The evaluation and selection of applications of large, institutional and small projects are based on the criteria set forth in Annex 1 to these Programme Rules, with the weights of the selection criteria disclosed within each call notice.

Article 25.  
Selection Committee

1. In the selection process, the PMU is assisted by a Selection Committee composed of three individuals, one being an independent expert, other a representative from the Programme Partner Entity and the Programme Director.
2. The Selection Committee is chaired by the Programme Director.
3. A representative of the National Focal Point of the EEA Grants in Portugal, the National Management Unit, created by Resolution of the Council of Ministers No. 39/2017 of 10 March may participate in the Selection Committee meetings as an observer.
4. A representative of the Financial Mechanism Office may participate in the Selection Committee meetings as an observer.
5. A representative of the Embassy of Norway in Portugal may participate in the Selection Committee meetings as an observer.
6. The Selection Committee chairperson may invite other individuals, notably application evaluators, to participate in the meetings without voting rights.

Article 26.  
Project Selection

1. After the evaluation and scoring of all candidate projects, the PMU submits the lists ranked by score to the Selection Committee to make a review and set a final proposal.

2. In suitably justified cases, the Selection Committee may decide to amend the rating of projects and the ranking of applications resulting from the evaluation mentioned in Article 23.
3. Whenever appropriate, the Selection Committee establishes a reserve list associated to each list of applications selected for approval, to be used in case of withdrawals or savings.
4. The Selection Committee draws up a proposal of the final decision to be submitted by the Programme Director to the CGF Board of Trustees containing the proposed decisions on:
  - a) List of selected applications and respective grants;
  - b) Reserve list, with the highest scored projects not selected because they exceed the available budget;
  - c) List of not selected applications;
  - d) List of not admitted applications.
5. The final decision concerning the selection of applications is made by the CGF Board of Trustees.

#### Article 27.

##### Communication of the Call Results

1. Decisions on the applications are communicated individually to the respective promoters.
2. The final list of selected projects and promoters is advertised on the Programme's website only upon receipt of all grant contracts signed.

## CHAPTER VI CONTRACTING

#### Article 28.

##### Grant Contract Preparation

1. Following the communication of a project approval, the PMU shall invite the promoter for bilateral meetings in order to refine the project, to clarify possible unclear elements, to settle the final budget and to agree on the final version of the project to be contracted.
2. Following the agreement mentioned in paragraph 1, a proposal for contract is sent to the promoter, where all terms and conditions of the approved funding are specified.
3. The promoter must return the proposed contract to the PMU within 20 days from the date of receipt, duly signed by those responsible, under the law, for the entity, at the risk of having the decision revoked.
4. If a promoter resigns from signing the contract, before or after the meetings provided for above, the PMU contacts the next project on the reserve list approved by the CGF Board of Trustees for contracting purposes.

Article 29.  
Grant Contract

1. Support to projects is formalised through grant contracts celebrated between the Programme Managing Entity and the promoters.
2. The grant contract sets out the terms and conditions of grant assistance as well as the roles and responsibilities of the parties.
3. Grant contracts necessarily include the following elements:
  - a) Identification of the parties;
  - b) Description of the project, objectives and targets;
  - c) The maximum amount of the project grant in euros and the maximum project grant rate;
  - d) Eligible expenditures;
  - e) The start and completion date of the project;
  - f) Reference to partnership agreements, if relevant;
  - g) Provisions on equipment for which the entire purchase price is eligible;
  - h) Adopted rate for indirect costs;
  - i) Requirements for the submission of proof of expenditure;
  - j) Obligations regarding communication and reporting that enable the PMU to monitor the technical and financial implementation of the project, and to evaluate its results;
  - k) Provision on modifications of the project;
  - l) Provisions that ensure that obligations regarding record keeping are complied with;
  - m) Provisions that ensure timely access for the purposes of monitoring, audits and evaluations;
  - n) Provisions that ensure that obligations regarding information and communication are complied with;
  - o) The conditions under which the PMU may suspend payments and request reimbursement from the project promoter;
  - p) Resolution of disputes and jurisdiction;
  - q) Detailed budget, including cost and unit prices;
  - r) Waiver of responsibility of the EEA Financial Mechanism Office; and
  - s) Provisions about the consequences to the grant contract of an eventual termination of the agreement between the EEA Financial Mechanism Office and the Calouste Gulbenkian Foundation.
4. The official start and final dates of the project are established in the grant contract:
  - a) Projects must necessarily begin up to three months after the date of notification of the grant decision otherwise the decision may be revoked.

- b) The final date of the project cannot exceed the duration set for the project, counted from the start date indicated in the grant contract.
5. Promoters are required to execute all approved projects timely and diligently under the terms and conditions agreed in the grant contract.

#### Article 30.

##### Partnership Agreement

1. Partnerships are formalised through a contract celebrated between the promoter and each of the eligible partner organisations approved for funding.
2. Partnership agreements necessarily include the following elements:
  - a) provisions on the roles and responsibilities of the parties;
  - b) provisions on the financial arrangements between the parties including, but not limited to, the expenditure for which project partners can be reimbursed from the project budget;
  - c) currency exchange rules for such expenditure and reimbursement;
  - d) provisions on indirect costs and their maximum percentage;
  - e) requirements for the submission of proof of expenditure according to Articles 38 to 41;
  - f) provisions on audits of the project;
  - g) a detailed budget; and
  - h) provisions on dispute resolution.
3. Partnership agreements are written in English when partner organisations of Donor States are involved.
4. Partnership agreements are sent to the PMU for verification, before the grant contract signature. Any amendments to those agreements should be timely communicated to the PMU.
5. The PMU provides promoters with a template which may be used as a basis for partnership agreements.

## CHAPTER VII IMPLEMENTATION

#### Article 31.

##### Support to Promoters

1. In order to improve chances of success, namely regarding under-served geographic areas and target groups, the Programme will implement the following actions:
  - a) A Promoter's Manual providing guidance over all areas related to project management and implementation;
  - b) A set of workshops to support the promoters to soundly carry out their projects;

- c) Permanent assistance and guidance to project promoters to support project implementation;
  - d) Individual coaching/assistance, including on-site, to applicants located outside the Metropolitan Areas of Lisbon and Porto and to specific target groups.
2. The nature of support mentioned in paragraph 1.d) and the typology of eligible applicants to such support are indicated in the Manual referred to in paragraph 1.a).
  3. The Programme Partner Entity organises and implements the support to promoters mentioned in paragraphs 1.b) and 1.d).

#### Article 32.

##### Amendments to Project

1. Changes to projects involving the modification of the approved financial plan, time schedule or cost structure of the project are subject to the decision of the Programme Director, after review and opinion of the PMU.
2. Requests for changes must be formalized with the submission of the appropriate form, available through SIPPICA, and are subject to the following limitations:
  - a) a maximum of three amendments for small projects;
  - b) a maximum of five amendments for large and institutional projects.
3. Promoters are notified of the Programme Director's decision regarding the request for an amendment to the project within 15 working days from the date the request is validated.
4. In the period between the request for amendment and the decision, the payments and the ability to submit new payment claims are suspended.
5. The last request to amend the project must be submitted to the PMU up to two months before the completion of the project.

#### Article 33.

##### Procurement Legal Framework

1. The principles of the Public Procurement Code concerning the formation of a contract are applied to the acquisition of goods and services of the projects financed by the Programme.
2. Notwithstanding the preceding paragraph, for any purchase of goods or services of 5 000 euros or higher (VAT excluded), but under the limits established by the European Directives, at least three suppliers must be consulted under a procedure ensuring fair competition.
3. Technical guidance regarding the implementation of the provisions set in the previous paragraphs is provided in the Promoter's Manual.

Article 34.  
Information and Communication

Promoters must respect regulations regarding information and communication, published on the Programme's website, in the Promoter's Manual.

Article 35.  
Project Folder

1. The promoter must maintain an updated project folder containing all evidence related to the project and consisting of the following original (if applicable) documents:
  - a) Application form and respective annexes, including a copy of the liability waiver and, where applicable, partnership commitment declarations referred to in paragraph 3 of Article 12;
  - b) Notification of approved grant decision;
  - c) Grant contract;
  - d) Partnership agreement, if applicable;
  - e) Project and contract amendments, if applicable;
  - f) Document proving VAT information;
  - g) Proof of no liability towards the Tax Administration and Social Security;
  - h) Expenditure supporting documents (invoices, receipts or documents of equivalent value);
  - i) Proof of expenditure and bank transfers within the partnerships, if applicable;
  - j) Monthly extracts from the project's bank account;
  - k) Project progress, final and follow-up reports;
  - l) Evidence of the activities carried-out, such as attendance sheets, photos, evaluation questionnaires, etc.;
  - m) Materials concerning communicating about the received support;
  - n) Documents supporting the application of the legal regime of public procurement, if applicable;
  - o) Documentation regarding the findings of audits and monitoring of the project.
2. The originals of the documents mentioned in point h) and i) of paragraph 1 may be replaced by copies, containing the exact indication of their location in the accounting documentation of the promoter or of the partner institutions, if applicable.
3. The promoter must keep the project folder updated, where delays exceeding 30 days are under penalty of suspension of payments.
4. Upon completion of the project, the respective folder must be archived and be available for auditing until 31<sup>st</sup> December 2028.

## CHAPTER VIII PAYMENT

### Article 36.

#### Bank Account

1. The promoter must have a dedicated bank account, associated to the implementation of the project through which payments within the scope of the project are made and the grant is received.
2. Change of address, of account owner or the closure of the promoter's bank account referred to in the preceding paragraph without notice to the PMU, determines the immediate suspension of payments to the project.

### Article 37.

#### Initial Advance Payment

1. Once the grant contract is signed by the promoter and the partnership agreement is received by the PMU, the approved grant is disbursed according to the payment system set in these Programme Rules.
2. The promoter is entitled to an initial advance payment with a value up to:
  - a) 40% of the approved grant in the typology of small projects;
  - b) 30% of the approved grant in the typologies of large and institutional projects.
3. The initial advance payment is processed in 10 working days under the following conditions:
  - a) Return of the grant contract signed and initialled by those responsible, under the law, for the entity;
  - b) Verification of no liability towards the Tax Administration and Social Security, through delivery of a declaration of non-debt.

### Article 38.

#### Payment System

1. The promoter submits payment claims exclusively through SIPPCA, accompanied by detailed lists of expenses related to the financial implementation of the project.
2. The PMU may request copies of documents listed in the payment claim to verify their conformity, in accordance with the Promoter's Manual provisions.
3. The PMU is responsible for processing advance and interim payments, which shall be ordered within 10 working days after the relevant documents have been submitted and accepted by the PMU.
4. Payments to the promoter are conditioned to available funds of the European Economic Area Financial Mechanism and to the submission of the progress reports referred to in Article 43.

5. When justified by risk assessment, the PMU may reduce the advance payments, or exceptionally may decide not to transfer any advance payment to a given project, including the initial advance payment referred to in Article 37, and only reimburse expenses after verification.

#### Article 39.

##### Payments - Small Projects

1. Payments to small projects follow a system of advance payments that complies with the following rules:
  - a) After the initial advance payment, the promoter submits through SIPPICA payment claims in amounts of no less than 1 500 euros;
  - b) When the sum of justified expenses reaches 80% of the initial advance payment, the promoter is entitled to a second advance payment of up to 25% of the approved grant;
  - c) When the sum of justified expenses reaches 80% of the two advance payments together, the promoter is entitled to a third advance payment of up to 20% of the approved grant.
2. The remainder amount is paid after approval of the final project report.

#### Article 40.

##### Payments - Large and Institutional Projects

1. After the initial advance payment, interim payments to large and institutional projects follow a system of expense reimbursement.
2. Requests for interim payments are presented with fixed periodicity, together with the progress reports mentioned in paragraph 1 of Article 43.
3. The sum of the initial advance payment together with interim payments cannot exceed 85% of the total amount approved for the project.
4. The remainder amount is paid after approval of the final project report.

#### Article 41.

##### Request for Final Payment

1. The promoter must submit the request for the project's final payment, together with the final report mentioned in Article 44, within 60 days after the date of its completion.
2. The final payment claim must be formalised through the SIPPICA application.
3. The final payment will be processed within 10 working days after the PMU validates the expenditure documents, and verifies that all project activities are concluded and that the objectives and targets were achieved.





#### Article 42.

##### Payments within the Scope of Partnerships

1. Requests for reimbursement of costs incurred by partner organisations under a Partnership Agreement are presented by the promoter, as leader of the partnership, as part of its payment claims.
2. Payments to partner organisations are made by the promoter, obeying the rules defined in the Partnership Agreement, mandatorily via bank transfer.
3. The promoter and partner entities are required to keep records and evidence of bank transfers related to the implementation of partnership agreements.
4. The payment of the costs incurred by partner organisations outside Portugal may be justified by accounting documents certified by a statutory auditor external and independent from the partner organizations or by whom, in the Country of origin, has equivalent powers to do so.

### CHAPTER IX REPORTING

#### Article 43.

##### Progress Reports

1. Promoters are required to submit information regarding the physical and financial execution of the project as follows:
  - a) Six-month progress reports for small projects, at the end of June and December;
  - b) Four-month progress reports for large and institutional projects at the end of March, July and November.
2. In the case of large and institutional projects, progress reports must be submitted together with payment claims.
3. The progress reports mentioned in paragraph 1 must be submitted through SIPPCA.

#### Article 44.

##### Final Report

1. Along with the final payment claim, promoters present a final report on the implementation of the project with a detailed description of the activities and outcomes of the project, according to the model provided by the PMU.
2. Together with the final report, promoters of large and institutional projects should submit an evaluation report elaborated by an independent expert, focusing on the social/organisational change achieved by each project, pursuant to Article 48.
3. The reports mentioned in the preceding paragraphs must be submitted through SIPPCA together with the project deliverables.

Article 45.  
Follow-Up Report

1. The follow-up report must include information on the real impact of a large or institutional project over the 6 months following its completion.
2. Promoters of large and institutional projects must submit the follow-up report within 7 months after the final date of the project, according to the model provided by the PMU.
3. The report mentioned in the preceding paragraph must be submitted through SIPPCA.
4. Failure to submit the follow-up report, as mentioned in preceding paragraphs, implies the promoter's ineligibility to apply for further support by the Programme.

**CHAPTER X  
MONITORING, CONTROL AND EVALUATION**

Article 46.  
Monitoring

1. Project implementation is subject to monitoring by the PMU with the purpose of supervising work progress and execution of expenditure, in order to achieve the goals and objectives agreed to in the grant contract.
2. The monitoring referred to in the previous paragraph is done through the analysis of the data recorded in SIPPCA and in the progress reports referred to in Article 43.
3. Following the analysis of information about the projects, the PMU may contact promoters directly in order to identify any difficulties and obstacles in the implementation of the project and agree on measures, actions or adjustments enabling a better performance and achievement of results.
4. Where appropriate, the PMU performs visits to project implementation locations with a view to:
  - a) check the progress on the project, analyse the reasons and difficulties vis-à-vis agreed goals and objectives, examine possible solutions to the problems identified with promoters and partners, in order to ensure the project's success;
  - b) identify expected or potential risks in subsequent stages and up to the completion of the project and agree on possible measures to minimize these risks;
  - c) review with the promoters, partners and other stakeholders (namely, target groups) the manner in which they have been interacting within the project;
  - d) analyse any other aspects related to the physical and financial implementation of the project and gather feedback on the reporting system, towards a continuous improvement of the existing information mechanisms.
5. Lack of cooperation by the promoters or partner entities, or refusal of access to the PMU or by those designated by it, is a serious breach of contractual obligations, which may result in the termination of the grant contract and determine the restitution of all amounts already transferred.

#### Article 47. Control

1. Without prejudice to any other control mechanisms that may be adopted, projects are subject at all times to financial, physical and technical verification actions, and to audits, directly conducted by the PMU or by those designated by it.
2. The financial verification of the project is based on the payment claims and proof of expenditure submitted by the promoter and aims to confirm, in particular:
  - a) The legality of the supporting documents registered in the payment claims;
  - b) Compliance of the actions carried out with the objectives established in the grant contract, including approved project modifications, and with eligibility rules and dates;
  - c) Compliance with the public procurement principles, including evidence that at least three suppliers were contacted in the purchase of goods and services equal or above 5 000 euros;
  - d) Full compliance with payment procedures, including proof of financial flows and receipt validity;
  - e) A proper accounting of project expenses in accordance with applicable accounting standards;
  - f) The existence of a project folder as mentioned in Article 35.
3. The purpose of the physical and technical verification of the project is to confirm evidence that the activities foreseen in the project were in fact carried out and that the objectives have been attained, under the terms of the grant contract.
4. The verification of projects can take place at any stage of the process, on site or by request of a sample, or whenever a case of mandatory verification is identified or when there is reasonable doubt surrounding the circumstances of the physical or financial project implementation.
5. Project verifications and audits can be undertaken until the deadline for keeping documentation referred to in paragraph 4 of Article 35.
6. To enable project verifications and audits the promoter and eligible partner entities shall allow access to locations where the project actions are carried out, and where all documentation mentioned in Article 35, including proof of expenses, is found.
7. Where the promoter or partner entities demonstrate lack of cooperation or refusal of access to PMU or other designated entities, there is a serious breach of contractual obligations, which may result in the termination of the grant contract and determine the restitution of all amounts already transferred.

#### Article 48. Independent Evaluation

1. Promoters implementing large or institutional projects shall commission an independent evaluation on the project.
2. The terms of reference of the independent evaluation shall be prepared by the promoter and accepted by the PMU within the first four months of the project's implementation.

3. The independent evaluation report shall be submitted to the PMU together with the final report.

## **CHAPTER XI IRREGULARITIES AND COMPLAINTS**

### Article 49.

#### Irregularities

1. The finding of any irregularity during verification actions or audits will determine the immediate suspension of payments until final decision on such infringement.
2. An irregularity shall mean an infringement of:
  - a) the Programme Rules;
  - b) the grant contract;
  - c) any provision of European Union law; or
  - d) any provision of the Portuguese law,which affects or prejudices the implementation of the project and/or the Programme, or the financial interests of the EEA Grants, for instance by unjustified or disproportionate expenditure, false statements, non-existence or corruption of elements in the project folder, presentation of expenditure to more than one financing entity.
3. The consequences of an irregularity is decided by the Programme Managing Entity and, depending on the severity, may be one of the following:
  - a) Decision to revoke funding, cancellation of the grant contract and request that all transferred amounts to the promoter are returned, including those regarding the partnership activities;
  - b) Determination of an amount unduly paid to be reimbursed to the Programme by the promoter, and the corresponding deadline for reimbursement. In this case such amount is also deducted from the grant and the contract is amended accordingly.
4. The refusal by the promoter to a contract amendment under paragraph 3.b) represents a serious irregularity and gives rise to immediate termination of financing and repayment of all amounts already received by the promoter, including advances and expenses associated with partner organisations.
5. In case of failure to return the funding as mentioned in paragraph 3, the Programme Managing Entity activates all legal and judicial means at its disposal against the promoter, in order to ensure the fulfilment of that contractual obligation, leaving the promoter unable to apply for any other support from the Programme.

### Article 50.

#### Complaints Committee

1. A Complaints Committee is established and is composed of one member of the CGF Board of Trustees, one member of the BBF Board of Trustees, the Programme Director and one external member.



2. The goals of the Complaints Committee are to:
  - a) Provide an accessible, transparent and consistent mechanism for complainants to express concerns regarding a supposed occurrence of mismanagement;
  - b) Assess each complaint submitted to it in a timely and effective manner;
  - c) Provide guidance and recommendations regarding follow-up; and
  - d) Report back to the complainant (and to the FMO upon request) on corrective actions when applicable to resolve any assumed incidents of mismanagement.
3. Any suspicion of non-compliance with the principles of good governance in relation to the implementation of the Programme can be subject of a complaint.
4. Without prejudice of paragraph 3, decisions referred to in Article 22 and 26 shall not be submitted to the Complaints Committee.
5. Complaints should be submitted through a dedicated email address, indicated in the Programme's website.
6. All complaints shall be first assessed by the PMU and if the complainant is not satisfied with the conclusion he has the right to take the case to the Complaints Committee.
7. If the Complaints Committee concludes that the complaint concerns a case of irregularity, the Committee shall report the case to the EEA Grants Financial Mechanism Office following the standard irregularities procedure.

## **CHAPTER XII PERSONAL DATA PROTECTION**

### Article 51. Data Protection

1. All personal data provided in the application process or during project implementation shall be treated exclusively for the purpose of managing the Programme by CGF and BBF as the entities acting as joint controllers for processing the data, with the express consent of the subject, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
2. The CGF and BBF may be contacted regarding any questions related to data processing carried out in this context and for these purposes through [privacidade@gulbenkian.pt](mailto:privacidade@gulbenkian.pt) or [privacidade@fbb.pt](mailto:privacidade@fbb.pt).
3. The personal data of the subject shall be kept for the period of time necessary for the management of the Programme, except in cases where another period is required by applicable law. Some data (i.e. the name of the subject, date of application, terms and duration of the grant and personal data potentially included in the works and final publications) will be kept indefinitely by the CGF for the purpose of conservation of relevant information in the context of its relevant cultural assets.
4. The subject may, at any time, withdraw his/her consent for the processing of his/her personal data, in accordance with the applicable legislation, without prejudice to the validity of the processing made based on the consent previously given. The withdrawal of the consent implies

that the CGF cannot treat his/her personal data for the purposes consented to and as such may result in the impossibility of the applicant or the promoter continuing as such in the Programme.

5. As subject personal data are necessary for the management of the Programme, if he/she does not consent the processing of their personal data, it will not be possible to manage the application or the project in which they are included.
6. The joint controllers guarantee the subjects the exercise of their rights in relation to their personal data, such as the right of access, rectification, erasure, opposition, limitation of treatment and portability, according to the applicable legislation.
7. The joint controllers implement all security measures necessary and adequate for the protection of the personal data of the subjects, either when the data is processed directly by them or when the data is processed by entities subcontracted by them.
8. The joint controllers may treat personal data collected in this context directly and / or through subcontractors for the purpose of managing the Programme. In such cases, appropriate contracts shall be entered into with such subcontracting entities, in accordance with the applicable legislation.
9. In the scope and for the purposes of managing the Programme, the joint controllers may communicate the data of the subject to partner entities for publications and institutional communications. These entities may be located within the territory of the European Union or abroad, and in the latter case, appropriate mechanisms under the applicable legislation to safeguard the security of personal data processed shall be used at all times.
10. The subjects may file a complaint to the Portuguese National Authority ("Comissão Nacional de Proteção de Dados") if they believe that there is a breach of data protection incurred by the joint controllers.

### **CHAPTER XIII FINAL AND TRANSITIONAL PROVISIONS**

#### Article 52.

#### Questions and Omitted Cases

1. Omissions and everything that is not explicitly covered in these Programme Rules will be decided by the Consortium Executive Board, based on the grant contract, regulations and supplementary requirements related to the European Economic Area Financial Mechanism, as well as applicable national legislation.
2. Decisions made under the preceding paragraph shall be advertised on the Programme's website.

#### Article 53.

#### Applicability

These Rules apply to all calls launched by the Programme during its term, and may be amended as per decision of the Consortium Executive Board, without prejudice to any additional specifications that may result from call notices.

**ANNEX 1**

1	Coherence between project’s objectives, activities, results and expected impact and clarity and appropriateness of the proposed methodology to tackle problems identified in the diagnosis
2	Relevance of the project towards achievement of Programme’s objectives and subsequent results, through the relevant outcome, including value for money
3	Project sustainability
4	Experience and ability of the promoter NGO
5	Experience, knowledge and skills of the appointed Project Manager
6	Composition/participation of donor country entities, consistency, adequacy and management of the partnership;
7	Proposed mechanisms for monitoring and evaluation
8	Relevance of the capacity building component to the project and to the promoter