

CALL FOR PROPOSALS FOR THE NORWAY GRANTS PROGRAMME “GREEN ICT” MAIN CALL

Introduction of contents: This document (hereinafter “Programme procedure”) establishes the objectives and supported activities of the main call of the Norway Grants programme “Green ICT” (hereinafter “Programme”) funded from the Norwegian financial mechanism, and the conditions and procedures for applying for the grant (hereinafter “grant”) awarded under the programme, processing the applications, and using the grant.

Objective of the Programme procedure: To describe the requirements for applications and applicants, as well as the conditions for processing the applications and paying the grants.

Related documents:

Annexes to the Programme procedure:

- Annex 1. Application form of the main call Project
- Annex 2. Partner information form
- Annex 3. Partnership agreement form
- Annex 4. Project contract form
- Annex 5. Form for the main call Project’s interim report
- Annex 6. Form for the main call Project’s final report
- Annex 7. Terms of reference for auditing the costs of a foreign Partner
- Annex 8. English summary form of the project
- Annex 9. Evaluation methodology of main call Projects
- Annex 10. Principles of travel cost simplification and travel summary form
- Annex 11. Certificate of a used device or machine
- Annex 12. Sample procurement plan
- Annex 13. Guidelines for preparing a communication plan

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1 General provisions for the implementation of the Programme

- 1.1. The legal documents on which the Programme is based on:
 - 1.1.1. Agreement between the Kingdom of Norway and the European Union on a Norwegian Financial Mechanism for the period 2014–2021, concluded on 28 May 2016;
 - 1.1.2. “Implementing Regulation of a Norwegian Financial Mechanism 2014–2021” adopted by the Norwegian Ministry of Foreign Affairs on 23 September 2016;
 - 1.1.3. Memorandum of Understanding between the Republic of Estonia and the Kingdom of Norway on the implementation of a Norwegian Financial Mechanism for the period 2014–2021 concluded on 9 May 2017;
 - 1.1.4. Programme Agreement between the Estonian Ministry of Finance and the Ministry of Foreign Affairs of the Kingdom of Norway, concluded on 26 April 2018;
 - 1.1.5. Regulation No 55 of the Government of the Republic “Conditions and Procedure for applying and using the funds from the financial mechanism of the European Economic Area and the financial mechanism of Norway from 2014–2021” of 5 July 2018;
 - 1.1.6. Performance agreement between the Ministry of Economic Affairs and Communications of the Republic of Estonia and Enterprise Estonia.
- 1.2. The content and interpretation of the Programme objectives, the rights and obligations established for the applicant / Project Promoter and Partners, and used definitions are guided by the legal documents on which the Programme is based on according to the order of competence established therein. In the event of conflicts concerning the Programme procedure, the above-mentioned documents prevail.
- 1.3. The general coordination of the Programme is the responsibility of the Ministry of Economic Affairs and Communications of the Republic of Estonia (hereinafter “MoEAC”).
- 1.4. The Programme is carried out by Enterprise Estonia (EE).
- 1.5. The implementation of the Programme involves the donor programme Partner Innovation Norway, whose tasks include the following: to consult the preparation and implementation of the Programme, to participate in the Programme cooperation committee and the project selection committee, and to assist potential grant applicants upon searching for the Norwegian project Partners in cooperation with Enterprise Estonia.

2 Definitions

- 2.1. “**Donor Partnership Project**” – a project that is implemented in close cooperation with a project Partner, whose primary location is Norway.
- 2.2. “**Co-financing**” – monetary contribution to the financing of the project by a project Partner.
- 2.3. “**Expense receipt**” – document verifying incurred costs, which should correspond to the requirements regulating accounting and generally accepted accounting practices

established in the legislation of the country of residence of the Project Promoter and/or project Partner covering the costs.

- 2.4. **“Own contribution”** – monetary contribution to the financing of the project by a Project Promoter. The grant cannot be used for own contribution.
- 2.5. **Organisational innovation** is, within the meaning of Article 2 clause 96 of the General Block Exemption Regulation (GBER)¹, the implementation of a new organisational method in an undertaking's business practices, workplace organisation or external relations, excluding changes that are based on organisational methods already in use in the undertaking, changes in management strategy, mergers and acquisitions, ceasing to use a process, simple capital replacement or extension, changes resulting purely from changes in factor prices, customisation, localisation, regular, seasonal and other cyclical changes and trading of new or significantly improved products;
- 2.6. **“Partnership agreement”** – an agreement concluded between a Project Promoter and the Partner(s), establishing the project-related obligations and rights of the Project Promoter and the Partner(s). The agreement governs the relationship between the Partners in the implementation of the project included in the application. In the agreement, the Partners confirm the project objectives, the plan of activities to be implemented, the budget and the financing plan, and regulate the principles of cooperation between the Partners, matters related to the project management, involvement and leaving procedure of the Partners, and other important issues. The Partnership agreement must also include principles for the use and allocation of intellectual property rights of the intellectual property created as a result of the project in such a way as to ensure that the allocation of results is based on contribution and none of the participants of the project receives an unfair advantage.
- 2.7. **“Personalised medicine”** – an approach related to prevention and treatment of illnesses, taking into account the lifestyle, environment or genetic features of a person. Personalised medicine aims at increasing the people’s quality of life, including preferences in the health system processes, preventing illnesses, and effectively and individually treating illnesses.
- 2.8. **“Project contract”** – an agreement concluded between the Project Promoter and Enterprise Estonia to receive and use the grant.
- 2.9. **“Direct project costs”** – costs that the Project Promoter and/or the project Partner distinguishes according to generally accepted accounting practices and customary internal accounting rules as specific costs, which are directly related to the main activities of the project and which can be therefore recorded as the project costs.
- 2.10. **“Project Partner”** (hereinafter “Partner”) – a legal entity provided in the application by the applicant, playing a significant role in the implementation of the project activities and having a common economic or social objective with the Project Promoter, which is achieved through the implementation of this project. The Partner contributes to the

¹ Commission Regulation (EU) No 651/2014, i.e. the General Block Exemption Regulation: <https://eur-lex.europa.eu/legal-content/ET/TXT/PDF/?uri=CELEX:32014R0651&from=LT>

budget of the project and covers eligible costs. The project Partner receives the grant with the Project Promoter to cover the eligible costs incurred as part of the project under the conditions established in this Programme procedure. Within the meaning of subsection 2 (4) of the Competition Act, the enterprises belonging to a group are considered to be a single legal person as part of one project.

- 2.11. **Process innovation** is, within the meaning of Article 2 clause 97 of the GBER, the implementation of a new or significantly improved production or delivery method (including significant changes in techniques, equipment or software). Process innovation does not include minor changes or improvements, increases in production or service capabilities through the addition of manufacturing or logistical systems which are very similar to those already in use, ceasing to use a process, simple capital replacement or extension, changes resulting purely from changes in factor prices, customisation, localisation, regular, seasonal and other cyclical changes and trading of new or significantly improved products;
- 2.12. **“Main call Project”** – a project with its objectives and activities complying with the conditions of the main call.
- 2.13. **“Large company”** – an enterprise that does not comply with the criteria established for a small and medium sized company in Annex I to the General Block Exemption Regulation.
- 2.14. **“Application”** – an appropriate application submitted to Enterprise Estonia as part of the Programme, including a detailed calculation of costs (budget of the project) and documents added to it to apply for a grant.
- 2.15. **“Grant rate”** – the percentage share of grant, showing the share of the grant from the eligible costs of the project.
- 2.16. **“Project Promoter”** – within the meaning of this Programme, the grant applicant, whose application to receive a grant has been approved and who is responsible for the implementation of the project after concluding the project contract.
- 2.17. **“Grant applicant”** (hereinafter “applicant”) – is a private legal entity registered in Estonia and such entity submits an application to receive a grant. In case the project is implemented with Partners, the applicant is responsible for the entire project.
- 2.18. **“Product development”** – within the meaning of Article 2 (86) of the General Block Exemption Regulation, the acquisition, integration, design, and use of existing scientific, technological, business, and other relevant knowledge and skills for the development of new or improved products, processes or services. This may also involve activities aimed at conceptual determining, planning, and documenting new products, processes or services. Product development may include the creation, demonstration, pilot use, testing, and validation of new or improved prototypes of products, processes or services in an environment of working conditions corresponding to real life if the main objective is to technically improve an unfinished product, process or service. Product development also includes the development of prototypes and pilot projects for commercial use where the prototype is necessarily a commercial final product and if its production is only too expensive for demonstration and validation purposes. Product

development does not involve routine or periodic alterations to existing products, product lines, processes, services, and other activities, even if such changes mean improvements.

- 2.19. **Effective collaboration** means collaboration between at least two independent parties to exchange knowledge or technology, or to achieve a common objective based on the division of labour where the parties jointly define the scope of the collaborative project, contribute to its implementation and share its risks, as well as its results. In the case of effective collaboration, at least one of the enterprises shall be defined as a small and medium sized company, or the project shall be carried out in at least two Member States (including Norway) and none of the parties to the project will cover over 70% of the costs. Contract research and provision of research services are not considered forms of collaboration.
- 2.20. **“Digitalization of industry”** – the improvement of the efficiency of production processes through digital solutions, such as data collection and use, communication between devices, use of robots, etc.
- 2.21. **“Small and medium-sized enterprise”** – a small and medium-sized enterprise, which complies with the criteria established in Annex I of the General Block Exemption Regulation. Based on Article 2 of Annex I to the General Block Exemption Regulation, a medium-sized enterprise is an enterprise with less than 250 people and with its annual turnover not exceeding 50 million euros and/or the total amount of annual balance sheet does not exceeding 43 million euros, and a small enterprise is an enterprise, which employs less than 50 people and its annual turnover and/or the total amount of annual balance sheet does not exceed 10 million euros. The calculation of the said indicators should also take into account the conditions provided in Article 3 of Annex I of the General Block Exemption Regulation.
- 2.22. **“Foreign Partner”** – a project Partner registered in the relevant registry of the Kingdom of Norway.

3 Programme objective and expected result

- 3.1. The Programme is funded from the 2014–2021 Norwegian financial mechanism, the main objectives of which are to contribute to the reduction of economic and social inequalities in the European Economic Area and to strengthen bilateral relations between Norway and beneficiary states through financial instalments.
- 3.2. The overall objective of the Programme is to support the sustainable development of Estonian entrepreneurs.
- 3.3. The aim of the grant is to increase the innovative business cooperation between Estonia and Norway and the added value of enterprises by means of projects promoting resource savings. As a result of providing grants, the annual turnover and operational profit of Project Promoters will increase, and new permanent jobs will be created.
- 3.4. The main focus of the Programme is on small and medium-sized enterprises, which will receive 75% of the total amount of calls for proposals in order to support sustainable development.

- 3.5. The Programme is carried out by means of the small grant scheme and the main call.
- 3.6. In order to achieve the objective of the Programme, sub-objectives have been established in the following focus areas: **Green Industry Innovation, information and communication technologies (ICT)**, and **welfare technologies**. ICT is considered a horizontal component crossing other focus areas.
- 3.7. Product development is supported as part of the main call scheme:
- 3.7.1. The development of innovative products, services, and processes in the **industry** and the **ICT area**:
- 3.7.1.1. development and adoption of automation and robotics-based solutions aimed at increasing efficiency of processes of the industry and energy sector (within the meaning of divisions C, B, D of the Estonian Classification of Economic Activities – EMTAK);
- 3.7.1.2. developing products and services with an ICT component that promote resource saving in various areas, such as energy efficiency, smart manufacturing, transport, smart products, etc. This clause excludes welfare technology solutions not listed in clause 3.6.2 of the Programme procedure.
- 3.7.2. In the field of welfare technologies, the grant is provided to the development of new ICT products and services designed in cooperation with the end users in the field of personalised medicine, such as:
- 3.7.2.1. solutions for hospitals, the aim of which is to empower the ecosystem of personalised medicine;
- 3.7.2.2. solutions for simplifying patients' journey with the aim of improving the patients' individual health indicators and quality of life;
- 3.7.2.3. products and services targeted at collection, standardisation and analysis of health data;
- 3.7.2.4. solutions for primary care.
- 3.8. Upon applying for a grant to a main call Project in the fields of product development and digitalization provided in clause 3.7.1, the application should include the forecast of the expected impact, which opens and analyses the resource savings resulting from the developed solution or digitalization (energy, CO₂ etc.).

4 Basis for grant provided as part of the Programme

- 4.1. The grant provided in the framework of the main call is state aid within the meaning of subsection 30 (1) of the Competition Act or de minimis aid within the meaning of subsection 33 (1) of the Competition Act. The provision of a grant is based on the following legal acts concerning state aid and de minimis aid:
- 4.1.1. The grant provided for activities listed in clause 5.1.1 is aid given to process and organisational innovation within the meaning of Article 29 of Commission Regulation (EU) No 651/2014, declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ L 187, 26 June 2014, p 1–78), (hereinafter “General Block Exemption Regulation”) and is subject to provisions set out in the aforementioned Regulation and in section 34² of the Competition Act, or de minimis aid within the meaning of Commission Regulation (EU) No 1407/2013, 18 December 2013, on the application of Articles

- 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 352, 24 December 2013, p 1–8, hereinafter “Regulation of de minimis aid”) and is subject to provisions set out in the Regulation of de minimis aid and in section 33 of the Competition Act;
- 4.1.2. the grant provided for activities listed in clause 5.1.2 of the Programme procedure is aid given to research and development projects within the meaning of Article 25 of the General Block Exemption Regulation and it is subject to stipulations set out in the aforementioned Regulation and section 34² of the Competition Act, or de minimis aid and it is subject to stipulations set out in de minimis Regulation² and in section 33 of the Competition Act;
 - 4.1.3. The grant provided for activities listed in clause 5.1.3 of the Programme procedure is innovation aid provided to small and medium-sized enterprises (hereinafter “SME”) within the meaning of Article 28 of the General Block Exemption Regulation, or de minimis aid within the meaning of the Regulation of de minimis aid and it is subject to stipulations set out in the Regulation of de minimis aid and in section 33 of the Competition Act;
 - 4.1.4. the grant provided for activities listed in clause 5.1.4 of the Programme procedure is de minimis aid and it is subject to provisions set out in the Regulation of de minimis aid and in section 33 of the Competition Act;
 - 4.1.5. the grant provided for a large company for activities listed in clauses 5.1.1 and 5.1.3 of the Programme procedure is de minimis aid and it is subject to provisions set out in the de minimis Regulation and section 33 of the Competition Act.
- 4.2. When providing a grant within the framework of the Regulation of de minimis aid, the rules on accumulation of aid for de minimis aid provided for various objectives established in Article 5 of the Regulation of de minimis aid shall be taken into account. When providing de minimis aid, a single undertaking shall include all enterprises that are linked to one another pursuant to subsection 2 (2) of the Regulation of de minimis aid.
- 4.3. The Programme does not provide grant for enterprises and activities, which are targeted at agriculture, fisheries and aquaculture, and activities listed in Article 1 (2)–(5) of the General Block Exemption Regulation and in Article 1 (1) of the Regulation of de minimis aid.

5 Activities supported as part of the Programme

5.1. The following activities are supported in the framework of the main call:

- 5.1.1. Organisational and process innovation of an industry or energy sector enterprise, including development and application of digital technologies that increase the efficiency of processes.
- 5.1.2. Conducting product development.
- 5.1.3. Acquisition, validation and protection of patents and other intangible assets.

² Enterprises may not receive or have received de minimis aid in the sum of more than 200,000 euros over three financial years in the context of the Regulation of de minimis aid (Article 3 (2) of the Regulation of de minimis aid). If an entrepreneur has received de minimis aid to provide services offering general economic interest, this threshold is 500,000 euros (Article 2 (2) and (4) of Commission Regulation (EU) No 360/2012 of 15 April 2012).

- 5.1.4. Distribution of the project's results (communication event), excluding marketing and advertising.

6 Eligible and non-eligible costs

- 6.1. Within the grant scheme, eligible costs are justified, reasonable, compliant with the legislation, and directly required to carry out the supported activities and achieve the objectives of the project. The project costs should comply with the principles of economy, efficiency, and effectiveness.
- 6.2. Eligible costs are only those costs, which are indicated in the budget of the project submitted with the application.
- 6.3. Only such eligible costs can be considered to be supported costs, which have incurred during the eligibility period determined in the project contract. Costs are considered to be incurred if the invoice presenting the costs has been provided, paid, and the work is carried out, goods are received or the service is provided during the eligibility period.
- 6.4. As an exemption, the costs may be considered eligible if the invoice has been submitted during the last months of the eligibility period and paid within 30 calendar days of the final date of the eligibility period, and the activities that have incurred the costs have taken place during the eligibility period of the project.
- 6.5. The costs of carrying out the following activities listed in clauses 5.1.1 and 5.1.2 of the Programme procedure are eligible:
- 6.5.1. the remuneration of employees carrying out the project under the employment contract with all national taxes according to the occupancy of the employees while carrying out the project. The remuneration should comply with the internal wage rate of the Project Promoter for the corresponding work;
- 6.5.2. remuneration paid on the basis of a contract under the law of obligations, which is subject to taxes similarly to wages, and national taxes paid from the remuneration;
- 6.5.3. transport and accommodation costs related to the business trip of employees working on the basis of an employment contract and to the work tasks of employees working on the basis of a contract under the law of obligations. These costs are reimbursed on the basis of the simplified reimbursement method in accordance with the conditions set out in the Annex to the Programme;
- 6.5.4. daily allowances related to the business trip of the employees carrying out the project and working on the basis of an employment contract;
- 6.5.5. the cost of purchasing new or used machinery and equipment and the costs of using machinery and equipment based on a rental agreement³ or lease agreement⁴ in accordance with the actual rate of use of said machinery and equipment within the framework of the project. If the standard useful life of the machinery or equipment

³With a rental agreement, the commercial lessor provides a commercial lessee with an object of the lease agreement for use and enables the commercial lessee to achieve the results of regular management of the object of the lease agreement.

⁴With a lease agreement, the lessor undertakes to acquire the lease object from a seller determined by the lessee and to make it available for use to the lessee for payment.

- in question is longer than the project eligibility period, only the costs associated with the use of machinery and equipment that are directly linked to the execution of the project and incurred during the eligibility period of the project are considered eligible. Such costs are calculated on the basis of the depreciation costs of the same type of machinery or equipment on the basis of generally accepted accounting practice (e.g. if the purchased equipment has a standard useful life of 10 years and the project period is 3 years, 30% of the purchase price of the equipment will be eligible);
- 6.5.6. the costs of using, renting or leasing used machinery and equipment are eligible under the following conditions:
 - 6.5.6.1. the seller or lessor of machinery and equipment issues a certificate stating that no funds from the state budget, the European Union, or any other foreign aid funds have been used for the purchase of the equipment;
 - 6.5.6.2. the price of the machinery or equipment or its rent must not exceed its market value taking into account its reduced useful life and shall be lower than the selling or rental price of similar new equipment;
 - 6.5.7. costs for studies, analyses, technical knowledge (including certification services), access to data and licensed patents, software licenses directly required for development, and expenses for consultancy directly related to the implementation of the development project (including consulting services purchased from clients, expert fees) and other equivalent services purchased at market prices;
 - 6.5.8. costs for materials and supplies, provided that they are identifiable and allocated to the project.
- 6.6. Costs for the acquisition, validation and protection of patents and other intangible assets necessary for carrying out the activities listed in clause 5.1.3 of the Programme procedure are eligible.
 - 6.7. Costs related to activities linked with fulfilment of information requirements (listed in clause 5.1.4 of the Programme procedure) and activities described in the communications plan, including the organisation of information events, are eligible.
 - 6.8. Also eligible are costs related to verifying the costs of an external Partner by an auditor that is independent of the project and the Partner. Grant provided for the reimbursement of these costs is de minimis aid within the meaning of the Regulation of de minimis aid.
 - 6.9. The following costs are among other non-eligible costs:
 - 6.9.1. interest on debt, debt servicing fees, and interests on arrears;
 - 6.9.2. financial transaction fees and other financial costs;
 - 6.9.3. provisions for covering losses or possible future liabilities;
 - 6.9.4. foreign exchange losses;
 - 6.9.5. costs that are covered by other sources;
 - 6.9.6. fines, financial penalties, and litigation costs;
 - 6.9.7. excessive or unreasonable costs;
 - 6.9.8. the costs considered as fringe benefit and fringe benefit tax within the meaning of subsection 48 (4) of the Income Tax Act;
 - 6.9.9. non-monetary contributions;
 - 6.9.10. costs arising from the transactions between the Project Promoter and/or the Partners;
 - 6.9.11. holiday pay;

- 6.9.12. transactions between persons linked within the meaning of section 8 of the Income Tax Act.
- 6.10. As part of the project, value added tax is an eligible cost if, according to the legislation concerning value added tax, there is no right to deduct or recover value added tax if value added tax has been paid as input value added tax as part of the project, and value added tax is not compensated in any other way.
- 6.11. Verification of costs:
- 6.11.1. All eligible direct costs should be transparent and documented by means of the corresponding expense receipts, and these should be paid from the Project Promoter's and/or Partner's bank account.
- 6.11.2. To prove the costs of a foreign Partner, it is sufficient for the Project Promoter to provide Enterprise Estonia with an audit report on the eligibility of the costs of a Norwegian Partner, which has been prepared by an independent and certified auditor from the same country in which it is stated that the costs of this Partner have been incurred according to the conditions of the Programme procedure, national legislation, and generally recognised accounting principles.
- 6.11.3. For public bodies, a report issued by a competent and independent public officer recognized by the relevant national authorities as having a budget and financial control capacity over the entity incurring the costs and who has not been involved in the preparation of the financial statements, certifying that the claimed costs are incurred in accordance with programme requirements shall be accepted as sufficient proof of expenditure incurred.
- 6.11.4. Public bodies are required to submit an audit report carried out by an independent and certified auditor from the same country, stating that the public body's costs have been incurred in accordance with the Programme's rules, local legislation and generally accepted accounting practice with its final report.

7 Eligibility period of project

- 7.1 If the Project contract does not provide for a later date, the project eligibility period shall begin on the date of the decision to approve the application.
- 7.2 The maximum duration of the project eligibility period is 36 months. The eligibility period ends on 30 April 2024, at the latest.
- 7.3 In justified cases, the eligibility period of a Project may be extended by a maximum of 6 months, but not longer than until 30 April 2024. To extend the eligibility period, the Project Promoter should submit the corresponding application to Enterprise Estonia.
- 7.4 Project Promoter and the Partners are not allowed to start any activities related to the main call Project, excl. conclusion of the Partnership agreement, enter into commitments to carry out these activities (confirming an order, accepting an offer, entering into a contract or an agreement, making a pre-payment, using a service, entering into an instrument of delivery and receipt, etc.) before a decision has been made to approve the application.

8 Thresholds and conditions for grant financing

- 8.1 The minimum amount of grant per project applied for from the main call is 200,000 euros and the maximum amount is 700,000 euros. The maximum grant sum paid per project in a field listed in clause 3.7.2 of the Programme procedure is 1,250,000 euros.
- 8.2 In the case of providing a grant for the activities mentioned in clauses 5.1.1, 5.1.3 and 5.1.4 of the Programme procedure, the aid intensity of the eligible costs shall not exceed 50% of the total eligible costs.
- 8.3 The maximum share of providing a grant on the basis of the General Block Exemption Regulation for an activity listed in clause 5.1.2 of the Programme procedure shall make up the following percentage of the project's total eligible costs:
- 1) 45% for a Project Promoter that is a small enterprise;
 - 2) 35% for a Project Promoter that is a medium-sized enterprise;
 - 3) 25% for a Project Promoter that is a large enterprise;
- 8.4 The maximum share of providing a grant on the basis of the General Block Exemption Regulation for an activity listed in clause 5.1.2 of the Programme procedure, if it is an effective collaboration project, shall make up the following percentage of the project's total eligible costs:
- 1) 50% for a Project Promoter that is a small or medium-sized enterprise;
 - 2) 40% for a Project Promoter that is a large enterprise;
- 8.5 The maximum share of providing a grant on the basis of the Regulation of de minimis aid for an activity listed in clause 5.1.2 of the Programme procedure shall make up to 50% of the project's total eligible costs.
- 8.6 The main call Project shall be funded on the basis of a single grant rate, during the determination of which, the Project Promoter and project Partners will be subject to the lowest of the applicable grant thresholds.
- 8.7 The own contribution of the project and the co-financing of the Partners should both cover a share of the project, which is not funded from the grant. Public support is not considered to be own contribution or co-financing, regardless of whether this support is funded from local, regional, national or European Union resources, including by public entities or entities under their dominant influence.

9 Applying for a grant

- 9.1 For the main call, the submission of applications is conducted in rounds. Enterprise Estonia shall announce the opening of the Call for Proposals and the deadlines of the Call for Proposals on its website and in a press release.
- 9.1. It is recommended to undergo pre-counselling before applying for a grant from the main call. During pre-counselling the need for international evaluation of the application is determined and, if necessary, other matters related to the submission of the application are agreed on. If necessary, a representative of the Ministry of Social Affairs shall be involved in the pre-counselling with regard to applications in the field of personalized medicine with the aim of ensuring that the application complies with the topics listed in clause 3.6.2.

- 9.2. The grant application is submitted to Enterprise Estonia through e-service and should be digitally signed by the person entitled to represent the applicant.

10. Requirements for the applicant and the project Partner

- 10.1. Applicants for a grant may be companies registered in Estonia, in which the share of the state and local governments is less than 25%.
- 10.2. The project Partners may include all legal entities registered in Estonia and Norway (e.g. companies, non-profit associations, associations, foundations, universities);
- 10.3. The Partnership agreement is a prerequisite for the implementation of the Partnership project. In case of the Partnership agreement, the Partners can make eligible costs and financially contribute to the project funding.
- 10.4. The applicant should comply with the following requirements:
- 10.4.1. the applicant's tax arrears or payment in arrears inclusive of interest does not exceed 100 euros, or these have been rescheduled;
- 10.4.2. the applicant should have duly complied with the obligation to submit tax returns established in tax legislation and regulations;
- 10.4.3. no liquidation or bankruptcy proceedings have been initiated against or bankruptcy decisions made concerning the applicant or person controlling the applicant;
- 10.4.4. the applicant has the required funds for the financing of the project in accordance with the limits and terms and conditions established in clause 8;
- 10.4.5. the applicant is not an undertaking in difficulty within the meaning of Article 18 (2) of the GBER.
- 10.4.6. an applicant who has previously received grants through Enterprise Estonia from budgetary, the European Union or foreign aid resources, which have been subject to recovery, the repayments should have been made in a timely and required manner;
- 10.4.7. an applicant, with regard to whom the European Commission has made a decision declaring the aid illegal and incompatible with the internal market, has made payments in the required sum of reimbursement of a grant;
- 10.4.8. the applicant of de minimis aid should not receive or should not have received de minimis aid within the meaning of the Regulation on de minimis aid more than 200,000 euros as part of the Programme over the current financial year and two previous ones. If an enterprise operates in the field of road transport, the corresponding threshold is 100,000 euros (EMTAK 2008, section H, subsections 493 and 494).
- 10.4.9. If an enterprise has received de minimis aid to be provided to an enterprise providing a service of general economic interest (within the meaning of European Commission Regulation No 360/2012), the total amount of aid granted on the basis of the regulation on de minimis aid and European Commission Regulation No 360/2012 cannot exceed 500,000 euros over the current financial year and two previous ones.
- 10.5. If one or multiple Partners are involved in the implementation of the project, the requirements of clause 10.4 of the Programme procedure shall also apply to the Partner(s).

11. Obligations of an applicant

- 11.1. The applicant shall be obligated:
- 11.1.1 to provide additional information about the applicant, the Partner(s), and the application in the required form and by due date upon the request of Enterprise Estonia;
 - 11.1.2 to enable to verify the compliance of the application, the applicant, and the Partner(s) with the requirements, including to carry out on-the-spot inspection at the applicant and the Partner(s);
 - 11.1.3 to immediately notify Enterprise Estonia about any changes or circumstances in the information provided in the application, which may influence the decision-making process with regard to the application;
 - 11.1.4 to prove the availability of the specified own contribution and co-financing or other funds or documents upon request of Enterprise Estonia;
 - 11.1.5 to immediately inform Enterprise Estonia about the approval of the decision to transfer the items or rights related to the enterprise or its part of the project applicant and the Partner(s);
 - 11.1.6 to fulfil the obligations established in other legislation and submit information to Enterprise Estonia about the factors that may influence the decision-making process with regard to the application;
 - 11.1.7 to inform Enterprise Estonia about simultaneously applying for a grant from several measures or other budgetary, European Union or external aid resources to fund individual activities of the project.

12 Requirements for application

- 12.1 The project included in the application should comply with the objectives of the Programme and the following requirements:
- 12.1.1 the application has been submitted in the manner and form established in clause 9;
 - 12.1.2 the grant is applied for the supported activities established in clause 5, and the budget of the project includes the eligible costs provided in clause 6;
 - 12.1.3 the activities of the project included in the application are performed within the period of the project's eligibility according to the conditions provided in clause 7;
 - 12.1.4 the amount of the applied grant does not exceed the financing threshold established in clause 8 or the maximum amount of grant;
 - 12.1.5 the budget of the project includes the required own contribution;
 - 12.1.6 the information provided in the application is complete and correct;
 - 12.1.7 the project has not received public funding.
- 12.2 The application shall be presented in Estonian or in English. If at least one of the Partners originates from Norway, the application and its Annexes should be presented in English. A summary in Estonian will be added to the application in English.
- 12.3 a project that is directly related to the state information systems must not contradict the principles of the national IT architecture and interoperability framework⁵ and the principles of the European Interoperability Framework⁶ nor duplicate already existing national information systems;

⁵ <https://www.mkm.ee/et/riigi-infosusteemi-koosvoime-raamistik>

⁶ https://ec.europa.eu/isa2/eif_en

12.4 The highest level of security must be used for authentication and digital signing of the information system users to be developed in the course of the project in accordance with the eIDAS Regulation for e-identification and e-transactions⁷.

12.5 **The following documents are added to the application:**

12.5.1 **the project plan**, which is a consolidated document. Project plan includes, among other things, the background of the main call, description of the applicant and Partners, the idea of the project, the objective, description of the activities, overview of the project team and management, overview of the involvement of the Partners, risks and the calculation of all costs of the project.

12.5.2 the project's **business plan** and (applicant's) **cash flows forecast**, which includes, among other things, a description of the economic impact of the project: the financial forecasts of the solution resulting from the project (including increase in annual turnover and operational profit), the market potential of the solution and the number of new jobs created.

12.5.3 **the current balance sheet of the financial year and income statement** of the applicant as of the end of the quarter preceding the submission of the application;

12.5.4 **the copy of the last annual report** confirmed by a person having the right to represent the applicant, unless the report is available on the commercial register;

12.5.5 the **CVs** of the project manager and the members of the project team (including Partner(s) project team);

12.5.6 a **procurement plan** (if the grant is 50%) or a **cost estimate** for all project activities (on a form provided by Enterprise Estonia).

12.5.7 a **summary in English** (on a form provided by Enterprise Estonia) shall be appended to the application in Estonian and English;

12.5.8 **an authorisation document** if the legal representative acts on the basis of authorisation;

12.5.9 a Norwegian Partner, who should be entered in the corresponding register according to the legislation of the country of residence, presents a register card statement;

12.5.10 in the event of involving the Partner, a Partnership agreement in a form by Enterprise Estonia;

12.5.11 in the case of a project of product development or the field of industry digitalization listed in clause 3.6.1, a forecast of the impact of the project, which describes and analyses the resource savings (energy, CO₂, human resource) resulting from the project;

12.5.12 a project **communications plan** on the basis of instructions provided in Annex 13;

12.5.13 other relevant additional documents upon the request of Enterprise Estonia;

12.5.14 if the Partner(s) have been involved in the implementation of the project, the requirements established in clauses 12.5.3, 12.5.4, 12.5.6, 12.5.8 are also applied to the Partner(s); Norwegian partners are required to present these documents in a translated form into Estonian or English.

13 Processing of an application

13.1 Enterprise Estonia shall perform the following operations with regard to the application: registering application, reviewing, requesting for explanations and additional

⁷ <https://www.eid.as/Regulation>

information or the additions or amendments of applications, declaring the application and the applicant / the Partner compliant or non-compliant, assessing the compliant application, approving the application and entering into the project contract or refusing to approve the application.

- 13.2 During the processing of the application, Enterprise Estonia may request explanations about the details provided in the application from the applicant if Enterprise Estonia finds that the application is not clear enough, and at the same time indicating which circumstances require additional explaining.
- 13.3 The deadline for processing the application is up to 48 business days from the end of Call for Proposals.

14 Registration and review of application

- 14.1 The application shall be registered and reviewed in Enterprise Estonia. The deadline for processing the application is up to 3 business days from the end of Call for Proposals. During the review of the application, it is verified whether the application has been duly completed and received with all required annexes.
- 14.2 If the inspection of the compliance of the application finds any deficiencies in the compliance of the applicant, the Partner or the application, the applicant is informed about these deficiencies. In this case, the applicant can eliminate deficiencies within 10 (ten) business days by which the deadline for processing the application is extended.
- 14.3 Enterprise Estonia shall make the decision on refusal to approve the application without essentially assessing the application if the applicant has failed to eliminate the insufficiencies within the term provided in clause 14.2 of the Programme procedure.
- 14.4 If an application has been submitted later than the deadline of the Call for Proposals set by Enterprise Estonia, that application will not be reviewed by Enterprise Estonia.

15 Condition for declaring the applicant, the Partners, and the application compliant with the requirements

- 15.1 The compliance of the applicant, the Partners, and the application is verified by Enterprise Estonia.
- 15.2 The applicant and the Partners are deemed to be compliant if all requirements concerning the applicant and the Partner established in clause 10 of the Programme procedure have been met.
- 15.3 The application shall be considered compliant if all requirements established in clause 12 of the Programme procedure have been fulfilled.
- 15.4 The application shall not be considered compliant if at least one of the following circumstances occurs:
 - 15.4.1 the application does not comply with the requirements of clause 12 of the Programme procedure;

- 15.4.2 the application contains incorrect or incomplete information or the applicant affects the decision-making by an illegal manner;
- 15.5 Upon refusal to declare the application, the applicant or the Partner compliant, Enterprise Estonia shall make a decision on refusal to declare the application compliant without essentially evaluating the application.

16 Evaluation of applications

- 16.1 The application that has been declared compliant shall be evaluated according to the evaluation methodology. The evaluation methodology shall be made available on the website of Enterprise Estonia.
- 16.2 Evaluation is based on the review of the application materials, the meeting with the applicant, if necessary, and the discussion of further questions concerning the project.
- 16.3 Applications shall be evaluated by two evaluators independent of the applicant, Partner(s) and the application, designated by Enterprise Estonia. In the case of a donor Partnership Project, if necessary, a valuator from Norway shall be involved.
- 16.4 The applications of the main call are evaluated based on the following criteria:
- 16.4.1 Impact of the solution (hereinafter “Solution”) created during the main call Project to the achievement of the Programme objectives – 35% of the total score;
- 16.4.2 Market potential and sustainability of the Solution – 25% of the total score;
- 16.4.3 Organisational capability of the applicant and Partners and quality of project preparation – 30% of the total score;
- 16.4.4 Additional criterion for donor Partnership Projects: the Project’s focus towards collaboration with Norwegian Partners – 10% of the total score.
- 16.5 The application of a main call is evaluated on a scale of 0–4.
- 16.6 The total score given during the evaluation is based on the weighted average scores of evaluation criteria.
- 16.7 The final total score of applications shall be formed of the arithmetic average of total scores, which are used as a basis for a ranking of the projects.
- 16.8 Applications are subject to approval if these:
- 16.8.1 have received a total score of at least 2.50 on the basis of evaluation criteria listed in clause 16.4;
- 16.8.2 have received a total score of at least 2.00 based on the evaluation criteria provided in clauses 16.4.1, 16.4.2 and 16.4.3;
- 16.8.3 do not exceed the budget allocated to a main call.
- 16.9 If the total score given by one evaluator exceeds the thresholds specified in clause 16.8.1 and 16.8.2 of the Programme procedure (i.e. the total score of the application is at least 2.50 as a result of the evaluation and the score for rating criteria 1–3 is at least 2.00) and the total score provided by the other evaluator falls below the threshold (i.e. the total score of the application is lower than 2.50 as a result of the evaluation or the score of at least one of the evaluation criteria 1–3 is less than 2.00), an additional third evaluator

shall be brought on for the independent evaluation of the project. In that case, the final total score of the application evaluation will be the arithmetic average of the scores of the two evaluators who have given the most similar total scores.

- 16.10 The ranking of projects is reviewed by an Evaluation Committee established by the Ministry of Economic Affairs and Communications. The Evaluation Committee consists of at least three people with relevant competence, at least one of whom shall be external to Enterprise Estonia and MoEAC. Innovation Norway as a donor programme Partner shall participate in the selection committee meetings as a voting member. A representative of the Ministry of Social Affairs shall be involved in the reviewing of applications related to the development of welfare technologies.
- 16.11 The Evaluation Committee will:
- 16.11.1 provide its own evaluation to the compliance of the application and the objectivity and justification of the evaluations;
 - 16.11.2 make a proposal to Enterprise Estonia to approve or reject an application;
 - 16.11.3 in justified cases, change the ranking specified in clause 16.7.
- 16.12 Applications that meet the conditions set out in clause 16.8 and are subject to an approval proposal from the Evaluation Committee, based on their ranking, until the resources allocated for grants of the Call for Proposals run out. In case of projects with equal evaluation results, the application that has received more points for the evaluation criterion specified in the Programme clause 16.4.4 is preferred. In case the scores awarded under that evaluation criterion are also equal, the application submitted by the SME will be preferred. If the scores awarded to the application are still equal, the application that has received the most points for the evaluation criterion in clause 16.4.1 shall be preferred.

17 Conditions and procedure of approval or refusal to approve an application

- 17.1 Upon approval of the application, Enterprise Estonia shall make a decision to approve the application. Upon refusal to approve the application, Enterprise Estonia shall make a decision to refuse to approve the application.
- 17.2 The application is subject to partial or full approval.
- 17.3 Partial approval of an application is allowed only in justified cases and on the condition that the objective of the project can be attained. In the case of partial approval of an application, the amount of grant and other supported activities can be decreased, with the consent of the applicant. If the applicant does not agree to the partial financing proposal, Enterprise Estonia shall refuse to approve the application.
- 17.4 Partial approval of the application is allowed under the following circumstances:
- 17.4.1 the grant has been applied for activities or costs that are non-eligible or insignificant or unjustified with regard to the implementation of the project;
 - 17.4.2 ensuring own contribution and/or co-financing is not possible or realistic in the amount of the budget provided in the application;
 - 17.4.3 the objectives of project can be also achieved with a partial grant;
 - 17.4.4 the financial volume of the application exceeds the available balance of the budget of the Programme's main call.

- 17.5 If the processing of an application indicates that the application contains false information or there are any circumstances due to which the applicant or the application cannot be declared compliant or approve the application, a decision to refuse to approve the application shall be made.
- 17.6 A decision to refuse to approve the application shall include the reasons for refusal.
- 17.7 Enterprise Estonia shall enter into the project contract with the Project Promoter on the basis of the decision to approve the application.
- 17.8 If the project contract cannot be entered into within 20 business days due to reasons arising from the Project Promoter, Enterprise Estonia shall deem the decision to approve the application invalid.
- 17.9 The decision on approval or refusal to approve the application shall be delivered to the addressee by electronically, in a digitally signed format, via e-service or e-mail.

18 Modification of the project contract

- 18.1 The project contract may be amended on the initiative of Enterprise Estonia or on the basis of the corresponding application submitted by the Project Promoter and based on the project contract. The Project Promoter may submit an application to amend the project contract only with the written consent of the Partners.
- 18.2 The Project Promoter shall be obligated to previously (i.e. before the implementation of amendment) request the amendment of the project contract from Enterprise Estonia if the Project Promoter requests to amend:
- 18.2.1 the project activities, which results in increasing the cost of one or several budget lines more than 20% in total;
 - 18.2.2 the project Partners;
 - 18.2.3 the division of the grant amount of the project by the Project Promoter / the Partners if the grant amount of at least one Project Promoter / Partner increases;
 - 18.2.4 the commencement date of the implementation of the project activities;
 - 18.2.5 the end date of the implementation of the project activities;
 - 18.2.6 the activities influencing the project objectives.
- 18.3 Amendment of the project is allowed, provided that the initial impact of the project is not diminished.
- 18.4 Upon amending the commencement or end date of the implementation of the project activities, it is required to take clause 7 of the Programme procedure into account.
- 18.5 Enterprise Estonia has the right to refuse to amend the project contract if the requested amendment significantly influences the expected results and impact of the project or their compliance with the objectives and conditions of the Programme.
- 18.6 The amendment of the project contract shall be decided by Enterprise Estonia within 20 business days of the receipt of the corresponding application.

- 18.7 Upon amending the project contract, the amendments should comply with the 2014–2021 implementing regulation of the Norwegian financial mechanism and the European Union rules on state aid.

19 Conditions for the payment of grant

- 19.1 The payment of grant shall be made to the Project Promoter according to the conditions provided in the Programme procedure and the project contract.
- 19.2 The prerequisites for making the payment of grant include the implementation of project activities and the payment of the corresponding costs.
- 19.3 The payment of a grant is made by the Project Promoter to Enterprise Estonia based on the payment request submitted through the e-service.
- 19.4.1. The grant is paid either in interim payments or as a final payment. The grant will be paid after the approval of the interim and/or final report of the project and the corresponding payment application by Enterprise Estonia.
- 19.4 Enterprise Estonia may decide to partially or fully refuse to pay the grant in the following cases:
- 19.4.1 the submitted request for payment or expense receipts do not comply with set requirements;
 - 19.4.2 the submitted expense receipts do not correspond to the period, activities, and objectives of the project indicated in the application of the project;
 - 19.4.3 the activities that have been carried out do not correspond to the provided activities or their occurrence has not been proven;
 - 19.4.4 the pending recovery obligations in front of Enterprise Estonia have not been fulfilled.

20 Reporting procedure

- 20.1 The Project Promoter presents interim reports and the final report of the project according to the provisions of the decision to approve the application and the provisions of the project contract. Project reports will be submitted in Estonian, an English summary will be appended to the final report with an overview of the achievement of project results.
- 20.2 The interim and final reports cover the costs borne by the Project Promoter and the Partners, as well as information about meeting the objectives of the project, including activities carried out, their results, justifications about any differences between the planned and actual activities and results.
- 20.3 In the framework of the main call, the reporting period is at least 3 months long, but no longer than 6 months. The Project Promoter will set out the length of the reporting period of the project in the application form.
- 20.4 The Project Promoter shall submit the reports of the project to Enterprise Estonia through the e-service.

- 20.5 To prove the costs indicated in the expenditure report, the Project Promoter is required to provide Enterprise Estonia with the copies of expense receipts, documents verifying the payment, and other documents required by Enterprise Estonia, except for travel costs for which the submission of expense receipts is not required.
- 20.6 The Project Promoter submits the follow-up reports after the implementation of the project upon request of Enterprise Estonia.
- 20.7 The reporting forms are established by Enterprise Estonia and it makes them available on its website.

21 Obligations of the Project Promoter and project Partners

- 21.1 The grant recipient and the project Partners are obligated:
- 21.1.1 to carry out the project according to the terms and conditions fixed in the application, the project contract, and the Partnership agreement;
 - 21.1.2 to use the grant in compliance with the approved application, the project contract, and the Programme procedure;
 - 21.1.3 to ensure the specified own contribution and co-financing;
 - 21.1.4 to notify Enterprise Estonia about the need to amend the project activities, the budget, and the deadlines;
 - 21.1.5 to repay the grant in the amount and by due date provided in the recovery decision;
 - 21.1.6 to answer the questions about the Project Promoter, the Partners, and the implementation of the project submitted by Enterprise Estonia;
 - 21.1.7 to submit the required information and reports to Enterprise Estonia on time;
 - 21.1.8 to ensure that in the accounting of the Project Promoter and the Partners, the transactions of the project to be supported and the expense receipts and payment documents reflecting these can be clearly distinguished from other costs and expense receipts and payment documents of the Project Promoter and the Partners by means of a separate accounting system or codes, and these comply with the generally recognised accounting practices;
 - 21.1.9 to store the original documentation related to the performance of the application, grant, and project at least until 31 December 2030;
 - 21.1.10 to enable access to the person exercising supervision and the auditor to the premises and territories related to the performance of the project and owned, rented or otherwise used by the Project Promoter or the Partner;
 - 21.1.11 to hand over all information and documents related to the performance of the project to the auditor and the person exercising supervision within three working days of request;
 - 21.1.12 to provide immediate and full assistance to quickly carry out the audit and monitoring;
 - 21.1.13 to immediately inform Enterprise Estonia about all changes or circumstances in the submitted information, which influence or may influence the performance of obligations by the Project Promoter and/or the Partner, including any changes in the name, address, and legal or authorised representatives, restructuring, the starting of bankruptcy proceedings or the determination of a liquidator, the termination of activities also in the case the above-mentioned amendments have been registered in the commercial register or disclosed through the mass media;

- 21.1.14 to immediately inform in writing about the high likelihood or inevitability of a negative result of the project, or about the dubious feasibility of continuing the project, which has occurred during the implementation of the project;
- 21.1.15 to immediately inform in writing the approval of decision to transfer an enterprise or its part and any items or rights related to these, which serve as the basis for the implementation of the project during the implementation of the project.
- 21.1.16 to ensure that the costs comply with the requirements of applicable legislation;
- 21.1.17 the internal accounting rules and audit procedures of the Project Promoter and/or the Partner should enable direct comparison between the costs and revenue declared with regard to the project with the accounting reports and supporting documents;
- 21.1.18 to comply with the notification and publication obligations arising from the legal documents to be established by the Programme, which are more specifically provided in the project contract (including adding information to the website about implementing the project and receiving the grant from the Norway Grants financial mechanism);
- 21.1.19 to comply with all relevant local, national, and European Union legislation (including, but not limited to, legislation concerning the environment, public procurements, and state aid);
- 21.1.20 if the grant rate of the Project Promoter and/or the Partner is 50%, then upon purchasing goods or services as part of the project, the Project Promoter and/or the Partner should comply with the obligations established for the Contracting Authority in the regulation of public procurements of the country of residence and in the European Union directives, including carry out the corresponding procurement, if required. In case of transactions remaining below the public procurement threshold, at least three comparable price offers from independent tenderers should be submitted, and a description of the initial task should be provided if the amount of transaction, exclusive of value added tax, is 5,000 euros or more, or in accordance with the procurement rules set out by the Project Promoter. If it is not possible to submit three independent price offers, or if the most favourable offer is not selected, a statement of substantiation for this should be attached to the payment application;
- 21.1.21 If the grant rate remains under 50%, Project Promoter and/or Partner must submit at least three comparable price offers from tenderers not dependent on each other and the descriptions of the initial tasks of the tenders with regard to all costs, where the applicant performs a purchase transaction of single-type services and goods from the amount of 5,000 euros (exclusive of value added tax) to carry out the project. If it is not possible to submit three independent price offers or if the cheapest offer is not selected, a statement of substantiation is attached to the application.
- 21.1.22 the Project Promoter should ensure that the project Partners comply with their obligations arising from the Partnership agreement and other relevant sources.

22 Rights of the Project Promoter

22.1 The Project Promoter has the right:

- 22.1.1 to amend the budget of the project (provided that the grant amount would not increase) if the budget of the project is changed from the budget line amount to the extent of less than 20%, and the objectives and activities established with the project do not change due to these amendments.

- 22.1.2 to obtain information and advice from Enterprise Estonia, which is related to the performance of the obligations provided in the Programme procedure.

23 Rights of Enterprise Estonia

- 23.1 Enterprise Estonia shall have the right:
 - 23.1.1 to carry out the audit of expense receipts and supervisory operations;
 - 23.1.2 to inspect the use of the grant and own contribution and co-financing;
 - 23.1.3 to inspect the activities of the Project Promoter and/or Partner(s) while performing the obligations arising from the project contract;
 - 23.1.4 to request the submission of additional information and documents about the duration, activities, objectives, and costs of the project included in the application, verifying the required implementation of the project and the required performance of the obligations of the Project Promoter;
 - 23.1.5 to reduce the grant amount if the submitted report reveals that the Project Promoter and/or the Partner is partially or fully failed to carry out the activities planned in the project scheme;
 - 23.1.6 to reduce the amount of the grant to be paid in proportion to the reduction of the own contribution and co-financing of the Project Promoter and/or the Partner below the rate established in the project contract;
 - 23.1.7 to cancel the project contract based on clause 25 of the Programme procedure;
 - 23.1.8 to demand partial or full repayment of the grant based on clause 25 of the Programme procedure;
 - 23.1.9 to perform other operations established by legislation.

24 Obligations of Enterprise Estonia

- 24.1 Enterprise Estonia shall be obligated:
 - 24.1.1 to make the Programme procedure, application and reporting formats and any relevant guidance materials available on its website;
 - 24.1.2 to immediately notify the Project Promoters about any amendments made to the documents governing the use of grant;
 - 24.1.3 to immediately notify the Project Promoter about the decision to approve or refuse to approve the reports provided in clause 20.1 and the request for payment provided in clause 19.3;
 - 24.1.4 to make the following information available on its website after the project contract has been entered into: the name of Project Promoter, the name of project that will receive the grant, the amount of grant, the total volume of the project;
 - 24.1.5 to maintain the confidentiality of information that has become known during the processing of the grant application. The information provided in clause 24.1.4 of the Programme procedure is not considered to be confidential; also it is possible to deviate from the confidentiality obligation in cases provided by law.
 - 24.1.6 To deliver the decisions on the approval or refusal to approve the application, and about amending the project to the Project Promoter electronically.

25 Cancellation of the project contract and recovery of grant

- 25.1 Enterprise Estonia may cancel the project contract and/or partially or fully recover the grant from the Project Promoter if at least one of the following circumstances occurs:

- 25.1.1 there are circumstances with regard to which the application would not have been approved;
 - 25.1.2 the Project Promoter and/or the Partner violate an obligation arising from the Project Agreement, including using the grant to cover non-eligible costs, not using the grant under established conditions or not complying with the implementation terms;
 - 25.1.3 the Project Promoter and/or the Partner violate their obligation arising from the law;
 - 25.1.4 the request of the Project Promoter to amend the project contract is not approved and it is not possible for the Project Promoter to continue using the grant according to the provided terms and conditions;
 - 25.1.5 The Norwegian Ministry of Foreign Affairs requires the recovery of the grant based on legal documents establishing the Programme;
 - 25.1.6 the Partnership agreement is cancelled, therefore, it is not possible to fully complete the project as planned;
 - 25.1.7 the Project Promoter submits an application on renouncing the grant.
- 25.2 Upon receiving an application to cancel the grant, Enterprise Estonia has the right to decide on the invalidation of the decision to approve the application and the termination of the project contract within 20 business days.
- 25.3 If the circumstances provided in clause 25.1 of the Programme procedure to cancel the project contract is temporary and fixable, Enterprise Estonia has the right to provide the Project Promoter with a reasonable term to eliminate the circumstances serving as the basis for cancelling the project contract, unless it is in conflict with the Programme procedure, its underlying legal documents, and the project objective. Enterprise Estonia has the right to suspend the payment of grant during the term that has been given to eliminate the circumstances provided in clause 25.1 of the Programme procedure to the Project Promoter, and after the circumstances have been eliminated, Enterprise Estonia has the right to reduce the grant amount or reclaim the grant that has been unduly paid. If the Project Promoter does not eliminate the circumstances provided in clause 25.1 during the term given by Enterprise Estonia, the latter has the right to immediately cancel the project contract.
- 25.4 Recovery the grant is conducted based on principles of financial correction stipulated in section 45 of the 2014–2020 Structural Assistance Act and Regulation No 143 of the Government of the Republic of 1 September 2014 “Conditions and Procedure for Deeming Costs to Be Compensated for out of Structural Assistance of the Period 2014–2020 as Eligible, Payment of Support and Making Financial Corrections”.
- 25.5 Enterprise Estonia may demand late interest from the residue of the grant to be recovered at the rate established in legislation.
- 25.6 The grant to be recovered should be returned to Enterprise Estonia within 60 business days of disclosing the decision to recover the grant.