

**Partnership Agreement
for
donor partnership projects**

between

National Statistical Institute of Bulgaria

*2, P. Volov Str., 1038 Sofia, Bulgaria Represented by Sergey Tsvetanov Tsvetarsky
hereinafter referred to as the “Project Promoter”*

and

European Union Agency for Fundamental Rights

*Schwarzenbergplatz 11, 1040 Vienna, Austria,
Represented by Michael O’Flaherty, Director
hereinafter referred to as the “Project Partner”*

hereinafter referred to individually as a “Party” and collectively as the “Parties”

**for the implementation of the Project “*Novel Approaches to Generating
Data on hard-to-reach populations at risk of violation of their rights*”
funded under the *EEA/Norwegian Financial Mechanism Programme*
under call BGLD-3.001, Programme “*Local Development, Poverty
Reduction and Enhanced Inclusion of Vulnerable Groups*”**

PREAMBLE:

The demand for objective, reliable data disaggregated by various vulnerability criteria (such as a particular ethnicity, gender, disability, age, region, etc.) is increasing, especially in the EU. Factors such as belonging to an ethnic minority (like Roma), having a disability, living in a remote area in economic decline, or having migrant background often correlate with increased vulnerability to poverty, social exclusion and violation of rights. In order to develop meaningful policies addressing these vulnerabilities and effectively implementing them, the Member States need to identify which groups are at risk, why they are at risk and what are the quantitative parameters of the interventions that will address these risks. Robust comparable data disaggregated by various criteria are also needed for monitoring progress on the implementation of the Sustainable Development Goals (SDGs) and in the context of the European Pillar of Social Rights.

A number of challenges and risks exist in collecting data disaggregated by various vulnerability criteria. Some of them are of a methodological nature (e.g. which criteria to choose/prioritise), others are related to the protection of privacy (e.g. what level of detail and type of disaggregation guarantees highest standards of personal data protection). The current project will address some of the key challenges in that regard. It aims to achieve the following objectives:

- Develop innovative methods for generating data necessary to formulate practical responses by policymakers and donors in addressing vulnerability challenges at regional and local level linked to the enjoyment of fundamental rights;
- Test and apply the methods identified to collect data that will be used in decision-making, planning adequate social policies, developing target indicators for operational programs, as well as tracking the implementation of SDGs;
- Share the experience with other countries of the region with similar social and economic development.

The two parties involved have broad experience in the collection, record, and report of relevant data. They will build in their respective comparative advantages and cooperate in the implementation of the project. The National Statistical Institute Bulgaria (BNSI) will contribute with its expertise and capacities with regard to the conduct of big-scale surveys and data analysis. The European Union Agency for Fundamental Rights (FRA) will contribute with its expertise on the analysis and dissemination of relevant, objective, reliable and comparable information and data, including results from research and monitoring communicated to it by EU Member States. The Agency will provide advice on the basis of this technical expertise throughout the project implementation, contributing with its knowledge on ways to address vulnerability issues and aspects of discrimination as well as producing evidence-based analyses addressing a variety of audiences.

IT IS AGREED AS FOLLOWS:

Article 1 – Scope and objectives

1. This Partnership Agreement (hereinafter referred to as the “Agreement”) defines the rights and obligations of the Parties and sets forth the terms and conditions of their cooperation in the implementation of the Project, as described and defined in Annex 1 - List of activities, deliverables, responsible party and time-line (hereinafter referred to as “Annex 1”). The project will develop, test and apply innovative methods to generate data necessary for policymakers and donors to formulate practical responses addressing the challenges of hard-to-reach populations at risk of violation of their rights. The project will comprise methodological work and research, as well as a big-sample survey representative at regional and local level for Bulgaria’s 28 regions. The data collected will be used to inform the planning adequate social policies, developing target indicators for operational

programs, and decision-making. It will also facilitate tracking the implementation of the Sustainable Development Goals. The experience gained with the project will be shared with other EU Member States and candidate countries with similar levels of social and economic development for possible replication.

The present Agreement regulates the award by the Project Promoter of a contribution of € 248,111 to the Project Partner with a view to the implementation of specific activities of the pre-defined project no. 6 within the framework of the Programme ‘Local Development, Poverty Reduction and Enhanced Inclusion of Vulnerable Groups’ of the EEA Financial Mechanism 2014-2021 described in Annex 1 of the present Agreement.

The contribution is awarded to the Project Partner under the conditions stipulated in the clauses of the present Agreement and its Annexes.

The Project Partner accepts the contribution and undertakes to carry out the specific project activities under its responsibility as stipulated in Article 3.

2. The Parties shall act in accordance with the legal framework of the EEA/Norwegian Financial Mechanism 2014-2021, namely with the Regulation on the implementation of the EEA/Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the “Regulation”). The Parties expressly acknowledge to have access to and to be familiar with the content of the Regulation.

3. Any Annexes to this Agreement constitute an integral part of the Agreement. In case of inconsistencies between the Annexes and the Agreement, the latter shall prevail.

Article 2 – Entry into force and duration

1. This Agreement shall enter into force on the date of the last signature by the Parties. It shall remain in force until the Project Partner has discharged in full its obligations towards the Project Promoter as defined in this Agreement.

2. The rights and obligations under this project agreement will be contingent upon the signing of the corresponding contract between the Programme Operator and BNSI (the Project Promoter). The Project Promoter will notify the Project Partner as soon as the aforementioned corresponding contract between the Programme Operator and the Project Promoter is signed.

Article 3 – Main roles and responsibilities of the Parties

1. The Parties agree to ensure and provide all information necessary for the proper implementation of this Agreement and to apply the highest degree of transparency and accountability as well as the principles of good governance, sustainable development and gender equality.

Under the project, the parties have the following roles and responsibilities:

The Bulgarian National Statistical Institute (Project Promoter) shall

- Be responsible for the overall project management and reporting to the Programme Operator
- Implement
 - Activity 2 - Survey preparation and conduct
 - Activity 4 - Information and publicity
- Provide inputs for relevant components of Activity 1 and Activity 3 (data, indicators, research inputs and comments on working drafts)

The European Union Agency for Fundamental Rights (Project Partner) shall

- Implement
 - Activity 1 - Preparatory research to inform the choice of approach and the methodology of the survey under Activity 2

- Activity 3 - Analysis and Conclusions
- Provide inputs for relevant components of Activity 1 and Activity 4 (comments and suggestions on the indicators to be calculated, comments on working drafts presentations)

The detailed list of sub-activities and deliverables under Activities 1 and 3 is provided in Annex 1.

2. The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising from this Agreement.

3. The Parties shall carry out their respective obligations with efficiency, transparency and diligence. They shall keep each other informed about all matters of importance to the overall cooperation and the implementation of the activities to be performed. They shall act in good faith in all matters and shall, at all times, act in the interest of the Programme and the Project.

4. The Parties shall promptly inform each other of any circumstances that interfere or threaten to interfere with the successful implementation of this Agreement. Both Parties shall immediately inform each other of any cases of suspected or actual fraud, corruption or other illegal activity that come to their attention, at any level or any stage of implementation of the Project.

5. The Parties shall make available sufficient and qualified personnel, including by outsourcing some of the activities in accordance with the public procurement rules applicable to the Project Partner or by recruiting staff in accordance with the Staff Regulations applicable to the Project Partner, which shall carry out their work with the highest professional standard. While carrying out the assignment under this Agreement, the personnel and entities engaged by either Party shall comply with the laws applicable to each Party.

6. Whenever in the performance of their assignments under this Agreement the Parties' personnel are on the premises of the other Party, or at any other location in the other Party's country on request of such Party, that Party shall ensure that such premises and locations comply with all applicable EU and national health, safety and environmental laws and standards. The Parties shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to the property of the other Party in connection with the implementation of the Project.

7. From the Project Promoter side, the Project Manager will be Magdalena Kostova. From the Project Partner side, the Project Manager will be Andrey Ivanov.

Article 4 – Obligations of the Project Promoter

1. The Project Promoter is responsible for the overall coordination, management and implementation of the Project in accordance with the regulatory and contractual framework specified herein. It assumes sole responsibility for the successful implementation of the Project towards the Ministry of Education and Science, the Programme Operator.

2. The Project Promoter undertakes to, *inter alia*:

- (a) ensure the correct and timely implementation of the Project's activities;
- (b) promptly inform the Project Partner on all circumstances that may have a negative impact on the correct and timely implementation of any of the Project's activities, and of any event that could lead to a temporary or final discontinuation or any other deviation of the Project;
- (c) provide the Project Partner with access to all available documents, data, and information in its possession that may be necessary or useful for the Project Partner to fulfil its obligations; in cases where such documents, data and information are not in English, it shall provide an English translation thereof when so requested by the Project Partner;
- (d) provide the Project Partner with a copy of the signed Project Contract, including any subsequent amendments thereof as of their entry into force;

- (e) consult the Project Partner before submission of any request for amendment of the Project Contract to the Programme Operator that may affect or be of interest for the Project Partner's role, rights and obligations hereunder;
- (f) prepare and submit in a timely manner to the Programme Operator the interim project reports, financial reports and other supporting documentation in connection with the payment claims, in compliance with the Programme Agreement and the Project Contract so as to meet the payment deadlines towards the Project Partner as stipulated in this Agreement;
- (g) transfer to the Project Partner's nominated bank account all payments due by the set deadlines;
- (h) ensure that the Project Partner promptly receives all assistance it may require for the performance of its tasks
- (i) prepare and deliver to the Project Partner the inputs needed by the Project Partner to carry out its obligations under this Agreement in accordance with the time-line and deadlines specified in Annex 1.

Article 5 – Obligations of the Project Partner

1. The Project Partner is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement and Annex 1.

2. In addition to the above obligations, the Project Partner shall:

- (a) promptly inform the Project Promoter on relevant circumstances that may have an impact on the correctness, timeliness and completeness of its performance;
- (b) provide the Project Promoter with all information necessary for the preparation of the progress reports and the financial reports to the Programme Operator within the deadlines and according to the reporting forms set by the Project Promoter;
- (c) immediately inform the Project Promoter of any cases of suspected or actual fraud, corruption or other illegal activity that come to its attention, at any level or any stage of implementation of the Project, insofar it is foreseen in the regulation applicable to the Project Partner and in accordance with the procedures and within the time limits stipulated therein;
- (d) keep all supporting documents regarding the Project, including the incurred expenditure, either in the form of originals or in versions certified to be in conformity with the originals on commonly accepted data carriers, for at least three years from the *FMC*'s approval of the final programme report or from the date on which the European Parliament gives discharge for the budget of the Project Partner for the financial year to which the documents relate, whatever occurs later;
- (e) provide any bodies carrying out mid-term or ex-post evaluations of the Programme, on behalf of the *EEA* Financial Mechanism any document or information necessary to assist with the evaluation within the limits of its rules, policies and procedures. It is understood that such review or evaluation will not constitute a financial compliance or other audit of the Project Partner and that any audit will be performed solely in accordance with the Project Partner rules and regulations;
- (f) effectively participate in promoting the objectives, activities and results of the Project.

Article 6 – Project budget and eligibility of expenditures

1. The detailed total Project budget, the budget share of the Project Partner as well as the allocation of the budget, amongst the activities to be performed by the Project Partner is fixed in Annex 2, "Project budget".

2. Expenditures incurred by the Project Partner must be in line with the general rules on eligibility of expenditure contained in the Regulation, specifically Chapter 8 thereto. The Project Partner reserves the right to comply with its obligations under this Agreement by outsourcing some of the activities or tasks assigned to it under Article 5 in accordance with the public procurement rules applicable to the Project Partner or by recruiting staff in accordance with the Staff Regulations

applicable to the Project Partner.3. Indirect costs shall be claimed *in accordance with Regulation Article 8.5.1 (c)* by the application of a flat rate of up to 15% of direct eligible staff costs or 84 455,10 Euro. The indirect costs are distributed among the partners as follows: 28 560 for FRA and 55 895,10 for BNSI.

4. The first day of eligibility of expenditure shall be the day following the signature of the project contract by the Project Promoter and the Programme Operator.

5. Final date of eligibility of expenditures, shall be stated in the project contract between Project Promoter and Programme Operator, but not later than 30.04.2024.

Article 7 – Financial management and payment arrangements

1. Payment of the project grant share to the Project Partner shall take the form of advance payments and clearing of the balance.

2. The first advance payment is 30% of the total budget allocated to the Project Partner.

3. The first advance payment to the Project Partner shall be made no later than 30 calendar days of the crediting of the advance payment from the Programme to the Project Promoter's bank account.

4. The Project Partner shall use the template attached in Annex 3 for the reporting.

5. The remaining advance payments to the Project Partner shall be made no later than 30 calendar days of the crediting of the interim payments from the Programme Operator to the Project Promoter's bank account.

6. Following the completion of the Project Partner's activities, final settlement of any due payments shall be made within 60 calendar days following the delivery of the final financial report from the Project Partner to the Project Promoter.

7. The payments to the Project Partner shall be distributed according to the following scheme:

Project partner	1 st advance payment	2 nd advance payment	3 rd advance payment	4th advance payment	Final payment to settle accounts as applicable
FRA	30%	25%	25%	10%	10% or recovery of unspent amount

8. All amounts shall be denominated in EUR.

9. Payments to the Project Partner shall be made to the Project Partner's bank account denominated in EUR, identified as follows:

European Union Agency for Fundamental Rights

ING Belgium

Avenue Marnix 24 (MA I + 1 zone purple)

1000 Bruxelles

Belgium

IBAN: BE82 3751 0082 0768

BIC: BBRUBEBB

10. Payments shall be deemed to have been made on the date on which the Project Promoter's account is debited.

11. The Project Promoter will bear the exchange rate risk.

Article 8 – Proof of expenditure

1. Costs incurred by the Project Partner shall be supported by receipted invoices or alternatively by accounting documents of equivalent probative value in accordance with the financial rules and other relevant rules, policies and procedures applicable to the Project Partner.

2. A financial report confirming that the claimed expenditures are in accordance with the principles and rules set forth in this Agreement and in the Financial Rules applicable to the Project Partner shall also be accepted as sufficient proof of expenditure incurred. Such financial report shall be signed by the authority having budget and financial control capacity in the Project Partner (namely, the Head of Corporate Services) and include:

- Cost of staff assigned to the project
- Travel and subsistence allowances for staff
- Costs entailed by other contracts awarded by the Project Partner for the purpose of carrying out the project
- Costs arising directly from requirements imposed by the Project Contract.

3. Indirect costs claimed by the application of a flat rate do not need to be supported by accounting documents.

Article 9 – Progress and financial reports

1. The Project Partner will be submitting narrative progress reports and financial reports in accordance to the Annex 3 (Partner report template).
2. The Project Partner shall respect the following reporting deadlines:

Reporting periods	Deadline for submission of reports
1 November – 30 April	31 May
1 May – 31 October	30 November

Article 10 – Audits and checks

1. The expenditure will be recorded in the accounts of the Project Partner, which are subject to the internal and external auditing procedures in accordance with Articles 78 (internal auditor) and 104 (external auditor) of the project Partner's Financial Rules. Moreover, Article 108 establishes that the European Anti-Fraud Office (OLAF) may carry out investigations including on-the-spot checks

and inspections with a view to establishing whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the Union¹.

2. The external auditor of the Project Partner is the European Court of Auditors. Should the audit report of the external auditor of the Project Partner contain observations relevant to the activities under this Agreement, a copy of the relevant sections of such report, together with the Project Partner's comments thereon, shall be made available to the Project Promoter within the limits of the Project Partner's rules and procedures.

Article 11 – Procurement

1. In accordance with the provisions of Article 8.15 of the Regulation, the Parties shall conduct their procurement for the implementation of the Project in accordance with the respective applicable national and EU laws in public procurement.

2. In particular, the awarding of contracts by the Project Partner for the implementation of the Project shall be governed by Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union.

Article 12 – Conflict of interest

1. The Parties shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during the performance of the Agreement must be notified to the other Party in writing without delay. In the event of such conflict, the Party concerned shall immediately take all necessary steps to resolve it.

2. Each Party reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Parties shall ensure that their staff are not placed in a situation which could give rise to conflict of interests. Each Party shall immediately replace any member of its staff exposed to such a situation.

Article 13 – Confidentiality

1. With the exception of final deliverables foreseen in this Agreement, work processes, methodologies and other means for the elaboration and production of these deliverables, are deemed to be confidential under this Agreement.

2. In order to guarantee such confidentiality, each party must:

- (a) not use *confidential information or documents* for any purpose other than to perform its obligations under the Agreement without the prior written agreement of the other party;
- (b) ensure the protection of such *confidential information or documents* with the same level of protection as its own *confidential information* and in any case with due diligence;
- (c) not disclose, directly or indirectly, *confidential information or documents* to third parties without the prior written agreement of the other party.

¹ In accordance with Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities.

3. The confidentiality obligations set out in this Article are binding on both parties during the implementation of the Agreement and for as long as the information or documents remain confidential unless:

- (a) the disclosing party agrees to release the receiving party from the confidentiality obligation earlier;
- (b) the *confidential information or documents* become public through other means than a breach of the confidentiality obligation;
- (c) the applicable law requires the disclosure of the *confidential information or documents*;
- (d) it is required to fulfil information and publicity obligations.

4. Both parties must obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the Agreement, a commitment that they will comply with this Article. At the request of one of the parties, the other must provide a document providing evidence of this commitment.

Article 14 – Data protection

1. All personal data included in or relating to this Agreement, including its implementation, shall be processed in accordance with the data protection law applicable to each Party. In particular, the processing of personal data by the Project Partner is subject to Regulation (EU) 2018/1725 of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the Project by all involved Parties.

2. The data controller for the purposes of this Agreement is the Bulgarian National Statistical Institute, considering its role and responsibilities as Project Promoter, as defined in Article 4. The European Union Agency for Fundamental Rights shall act as data processor, considering its role and responsibilities as Project Partner, as defined in Article 5. The Project Partner shall act, as data processor, in accordance with Regulation (EU) 2018/1725 and the data controller (the Project Promoter) shall act in accordance with the General Data Protection Regulation directly applicable to all EU Member States.

3. The subject matter and purpose of the processing of personal data are specified in Article 1 of the Agreement.

4. The results from survey conducted should be provided only as anonymized microdata set in accordance to national and EU legislation.

Article 15 – Intellectual property rights

1. Unless otherwise agreed by the Parties in writing, both Parties shall share the ownership of the results and of all intellectual property rights on the newly created materials produced specifically by the Parties in the performance of the Project.

2. Each Party gives hereby to the other Party a worldwide, irrevocable, perpetual, non-exclusive and royalty free licence to use such rights for any purpose directly connected with the Project or with the activities of each Party.

3. Each party retains the ownership and the intellectual property rights on the pre-existing materials used by the Parties for the production of the results in the performance of the Project.

4. Save as provided in paragraphs 15.1 to 15.3 above, this Agreement shall not vest in either Party any rights over the other Party's ownership and intellectual property rights.

Article 16 –Liability

1. Each Party shall assume sole liability towards third parties for the acts and/or omissions of any person attributable to it in the course of the performance of the Project.
2. The liability of the Parties vis-à-vis each other under or in connection with this Agreement shall be limited to the amount of the contribution actually made under this Agreement, unless the loss or damage is caused by the gross negligence or wilful misconduct of the other Party or its personnel, as well as in case of an action brought against the other party by a third party for breach of its intellectual property rights, in which case the other Party is liable for the whole amount of the damage or loss.
3. A Party shall not be held liable if it is prevented from fulfilling its obligations under this Agreement by force majeure. Force majeure means any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the contract. The situation or event must not be attributable to error or negligence on the part of the parties or on the part of the subcontractors and must prove to be inevitable despite their exercising due diligence.

Article 17 – Irregularities

1. Irregularities are defined in accordance with Article 12.2 of the Regulation.
2. In case an irregularity has come to the attention of one Party, that Party shall immediately inform the other Party and the Programme Operator thereof in writing.
3. In cases where measures to remedy any such irregularity are taken by the competent bodies referred to in Chapter 12 of the Regulation, including measures to recover funds, the Party concerned shall be solely responsible for complying with such measures and returning such funds to the Programme. The Project Partner shall, in such cases, return the recovered funds through the Project Promoter.

Article 18 – Suspension of payments and reimbursement

1. In cases where a decision to suspend payments and/or request reimbursement from the Project Promoter is taken by the Programme Operator, the National Focal Point or the Donor States, the Project Partner shall take such measures as are necessary to comply with the decision.
2. For the purposes of the previous paragraph, the Project Promoter shall, without delay, submit a copy of the decision referred to in the previous paragraph to the Project Partner.

Article 19 – Termination

1. Termination for convenience by either Party by sending formal notification to the other party with three (3) months written notice. If the Agreement is terminated:
 - (a) neither party is entitled to compensation;
 - (b) the Project Partner is entitled to payment for the services provided before the termination takes effect.
2. Either Party may terminate this Agreement, without compensation, in the event of a breach by the other Party of its obligations by giving formal written notification to the other Party of its intention to terminate the Agreement and the grounds for termination. The other Party has 30 days following the date of receipt to submit observations, including the measures it has taken or will take to continue fulfilling its obligations under this Agreement. Failing that, the decision to terminate becomes enforceable the day after the time limit for submitting observations has elapsed.

If the other Party submits observations, the Party intending to terminate must formally notify it either of the withdrawal of its intention to terminate or of its final decision to terminate. The date on which the termination takes effect must be specified in the formal notification.

3. Furthermore, in case of termination of the Project Contract for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.

4. Consequences of termination. In case of termination by either party, the Project Partner is entitled to payment for the services provided before the termination takes effect, including the costs of activities that the Project Partner cannot terminate on legal grounds and the costs of activities that the Project promoter expressly requested the Project Partner to perform until the effective termination date. The Project Partner must take all appropriate measures to bring all ongoing activities to an orderly conclusion, minimise costs, prevent damage and cancel or reduce its commitments.

Within 60 days from the date of termination, the Project Partner must submit any report, deliverable or result and any invoice required for the services that were provided before the date of termination.

Article 20 - Assignment

1. Neither Party shall have the right to transfer their rights and obligations under this Agreement without the prior consent of the other Party.

2. Any right or obligation assigned by a Party without the consent of the other Party is not enforceable.

Article 21 – Amendments

Any amendment to this Agreement, including its Annexes, shall be the subject of a written agreement concluded by the Parties.

Article 22 – Severability

1. If any provision of this Agreement (or part of any provision) is found by any court, tribunal or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

2. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the Parties' original intent.

Article 23 – Notices and language

1. All notices and other communications between the Parties shall be made in writing and be sent to the following addresses:

For the Project Promoter:

1. Magdalena Kostova – Director of Demographic and Social Statistics;
Email: MHKostova@nsi.bg

2. Svilen Kateliev - Head of Education and Culture Statistics department;
Email: SKateliev@nsi.bg

For the Project Partner:

Operational matters:

1. Andrey Ivanov – Project Manager; Email: Andrey.ivanov@fra.europa.eu
2. Ann-Charlotte Nygård - Head of Unit Technical Assistance and Capacity Building; Email: Ann-Charlotte.Nygard@fra.europa.eu

Administrative matters:

Constantinos Manolopoulos - Head of Corporate Services;

Email: constantinos.manolopoulos@fra.europa.eu

2. The language governing the execution of this Agreement is English. All documents, notices and other communications foreseen in the framework of this Agreement shall be in English.

Article 24 – Privileges and Immunities

None of the stipulations in this Agreement shall be deemed a waiver of the privileges and immunities enjoyed by either Party, including its staff.

Article 25 – Applicable law and settlement of disputes

1. The construction, validity and performance of this Agreement shall be governed by the EU law to the extent it concerns the Project Partner.

2. Any dispute relating to the conclusion, validity, interpretation or performance of this Agreement shall be resolved amicably through consultation between the Parties.

This Agreement has been prepared in two originals, of which each Party has received one.

For the Project Promoter

Signed in Sofia on

For the Project Partner

Signed in Vienna on

Sergey Tsvetarsky

President of BNSI

Michael O’Flaherty

Director

Annexes

Annex 1: List of activities, deliverables, responsible party and time-line

Activity and sub-activity	Deliverables	Responsible party	Delivery (in months, “T”=date of signature of agreement)
Activity 1 - Approach and Methodology			
<ul style="list-style-type: none">Investigation and critical assessment of the existing approaches, good practices and methods for defining "vulnerability" and reaching hard-to-reach populations both to collect information and to engage in the process	Focus paper – comparative overview of the instruments applied in surveys targeting hard-to-reach populations with analysis of their specific objectives and policy context	FRA	T+1
<ul style="list-style-type: none">Study visit in one of the donor countries		BNSI, FRA	T+1
<ul style="list-style-type: none">Consultations with stakeholders	Policy-targeted indicators framework: list of indicators that would be necessary to populate with the existing data gaps identified	BNSI, FRA	T+2
<ul style="list-style-type: none">Research and secondary data collection on the policy frameworks targeting hard-to-reach populations in Bulgaria		FRA	
<ul style="list-style-type: none">Expert workshop to define the criteria and identification of groups to be surveyed and the thematic areas to be covered in the survey	Guidelines for the instruments to be applied: list of the criteria for identifying vulnerable populations; Defining the groups to be covered with the survey in Activity 2.	BNSI, FRA	T+6
<ul style="list-style-type: none">Analysis of the results from investigations conducted.		FRA	
Activity 2 - Survey preparation and conduct			
<ul style="list-style-type: none">Field survey design (questionnaires, sampling, IT tools development, logistics)		BNSI	T+8
<ul style="list-style-type: none">Training	Contribution to the training – presentation	FRA	T+9
<ul style="list-style-type: none">Data collection		BNSI	T+13
<ul style="list-style-type: none">Data processing		BNSI	T+18
<ul style="list-style-type: none">Preliminary results (data tables for 28 districts)		BNSI	T+19
<ul style="list-style-type: none">Calculation of the key indicators to be analyses in Activity 3		BNSI	T+19
<ul style="list-style-type: none">Drafting summary indicators report (28 districts)	Summary report (28 districts)	FRA	T+20
<ul style="list-style-type: none">Combining/matching data from different sources		BNSI	T+21
Activity 3 - Analysis and Conclusions			

• Calculating additional indicators for the four specific vulnerable groups	Four indicators sets	BNSI	T+23
• In-depth analysis of the survey results by four vulnerable groups (indicators provided by BNSI)	Four thematic reports	FRA	T+24
• Drafting reports			
• Calculating SDG indicators	SDG indicators set	BNSI	T+24
• Drafting report	Report "Overview of core SDG indicators"	FRA	T+26
• Mapping of vulnerability at municipal level (SAE or other appropriate estimation method)	Set of indicators at municipal level (tables and visualised in maps)	BNSI	T+28
• Drafting report	Summary report "Municipal vulnerability maps - Bulgaria"	FRA	T+29
• In-depth analysis and follow-up (analysis of the applicability of the used data collection approaches and methods)	Thematic guide "How to understand, communicate and apply data on vulnerability in policy process"	FRA	T+30
• Drafting thematic guide			
Activity 4 – Information and Publicity			
Developing of the project web page		BNSI	T+1
Opening conference		BNSI	T+1
Interim Conference (to present at the investigation phase results)	Contribution to the conference – presentation	FRA	T+8
Final conference	Contribution to the conference – presentation	FRA	T+30
Translation of the reports in English and editing	All English-language publication edited	FRA	T+30
Printing of the reports		BNSI	T+30

Annex 2: Project budget

The total budget of the project is € 999,708.10 distributed as follows:

- Estimated expenditures for FRA-implemented activities: €248,111
- Estimated expenditures for BNSI-implemented activities: €751,597.1

Programme:	<i>"Local development, poverty reduction and enhanced inclusion of vulnerable groups"</i>
Project title:	<i>"Novel Approaches to Generating Data on Hard-to-reach Populations at Risk of Violation of their Rights"</i>
Project Promoter:	<i>National Statistical Institute Bulgaria</i>
Total project cost:	€ 999 708
Project grant rate:	100%
Project duration:	30 months

	Total cost (€) (a) x (b)	Type of expenditure	Comments/additional information
1. DIRECT EXPENDITURES - Reg. Art. 8.2 & Art. 8.3			
Project management			
<i>Day to day project and financial management NSI</i>	28 800	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	
<i>Travels related to project management, coordination, reporting and supervision</i>	7 200	Travel and subsistence allowances for staff - Reg. Art. 8.3.1.b	<i>The travel and subsistence allowances have planned in accordance of national law</i>
Total 1.1:	36 000		
Output / Activity 1			
<i>Investigation of the existing approaches and good practices and methods for a) defining "vulnerability" with critical assessment of their pros and cons and (b) reaching hard-to-reach populations both to collect information and to engage in the process</i>	18 000	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - FRA
<i>Study visit in Norway to Investigate the existing good practices and methods of identifying vulnerable populations</i>	5 460	Travel and subsistence allowances for staff - Reg. Art. 8.3.1.b	Responsible partner - NSI
<i>Study visit in Norway to Investigate the existing good practices and methods of identifying vulnerable populations</i>	3 650	Travel and subsistence allowances for staff - Reg. Art. 8.3.1.b	Responsible partner - FRA
<i>Study visit in Norway to Investigate the existing good practices and methods of identifying vulnerable populations – cost for organisation of studi visit</i>	1 200	Costs arising directly from requirements imposed by the project contract - Reg. Art. 8.3.1.g	Responsible partner - NSI

Consultations with stakeholders - Focus groups with relevant stakeholders, representatives of hard-to-reach populations to determine possible factors that would contribute to their broader engagement - external expertise (civil contract)	2 400	Costs entailed by other contracts awarded by PP for the purpose of carrying out the project - Reg. Art. 8.3.1.f	Responsible partner - NSI and FRA
Structured interviews with NGOs working with hard-to-reach populations to identify the key factors making them "hard-to-reach"	2 400	Costs entailed by other contracts awarded by PP for the purpose of carrying out the project - Reg. Art. 8.3.1.f	Responsible partner - NSI and FRA
Research and secondary data collection - Comparative overview of instruments applied in surveys targeting hard-to-reach populations with analysis of their specific objectives and policy context - Overview of the policy frameworks targeting hard-to-reach populations in Bulgaria and definition of indicators that would be necessary to populate	23 600	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - FRA T+2
<i>Experts workshop to define the criteria and identification of groups to be surveyed and the thematic areas to be covered in the survey - travel and subsistence</i>	9 186	Travel and subsistence allowances for staff - Reg. Art. 8.3.1.b	Responsible partner - NSI
<i>Experts workshop to define the criteria and identification of groups to be surveyed and the thematic areas to be covered in the survey - rent</i>	3 000	Costs entailed by other contracts awarded by PP for the purpose of carrying out the project - Reg. Art. 8.3.1.f	Responsible partner - NSI
<i>Workshop in Bulgaria - lecture</i>	1 200	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	
<i>Analysis of the results from investigations conducted. Defining the criteria for identifying vulnerable populations</i>	34 000	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - FRA
NSI support the activities of FRA	2 400	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - NSI
<i>Travel of partner for project management, reporting and implementation</i>	3 243	Travel and subsistence allowances for staff - Reg. Art. 8.3.1.b	<i>Travels of FRA partners</i>
<i>Audit</i>	7 500	Costs arising directly from requirements imposed by the project contract - Reg. Art. 8.3.1.g	Responsible - NSI
Total 1.2:	117 239		
Output / Activity 2			

<i>Cost of equipment - tablets, laptops</i>	50 000	Cost of new or second hand equipment - Reg. Art. 8.3.1.c & Art. 8.3.2	Responsible partner - NSI The equipments will be used for data capturing during the field work
<i>Cost of equipment - GPS</i>	5 000	Cost of new or second hand equipment - Reg. Art. 8.3.1.c & Art. 8.3.2	Responsible partner - NSI The equipments will be used for data capturing during the field work
<i>Design of survey tools - questionnaires, sampling, guides</i>	21 000	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - NSI
<i>Design of survey tools - developing module on equality data</i>	8 800	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - FRA
<i>IT tools development - data entry</i>	15 000	Costs entailed by other contracts awarded by PP for the purpose of carrying out the project - Reg. Art. 8.3.1.f	Responsible partner - NSI
<i>Survey organization and preparation</i>	4 200	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - NSI
<i>Survey Interviewers instruction - printing</i>	300	Costs entailed by other contracts awarded by PP for the purpose of carrying out the project - Reg. Art. 8.3.1.f	Responsible partner - NSI
<i>Training of trainers training of regional coordinators, that further will be train the interviewers (40 persons, 3 nights, 4 days) - Travel and subsistence</i>	8 000	Travel and subsistence allowances for staff - Reg. Art. 8.3.1.b	Responsible partner - NSI
<i>Training of trainers- training of regional coordinators, that further will be train the interviewers (40 persons, 3 nights, 4 days) - rent</i>	1 840	Costs entailed by other contracts awarded by PP for the purpose of carrying out the project - Reg. Art. 8.3.1.f	Responsible partner - NSI
<i>Lecturers (10 persons, 4 days)</i>	2 400	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - NSI

<i>Participation in training. FRA partners travel and subsistence allowances (2 person, 4 days)</i>	2 800	Travel and subsistence allowances for staff - Reg. Art. 8.3.1.b	<i>Travels of FRA partners are planned on the basis of European Commission list of per-diems</i>
<i>Training of interviewers (196 persons, 2 nights, 3 days)- Travel and subsistence</i>	29 400	Travel and subsistence allowances for staff - Reg. Art. 8.3.1.b	Responsible partner - NSI
<i>Training of interviewers (196 persons, 2 nights, 3 days) - rent</i>	3 252	Costs arising directly from requirements imposed by the project contract - Reg. Art. 8.3.1.g	Responsible partner - NSI
<i>Field work organisation and logistic</i>	6 300	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - NSI
<i>Field work monitoring</i>	20 384	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - NSI
<i>Transport of interviewers during field work</i>	90 000	Travel and subsistence allowances for staff - Reg. Art. 8.3.1.b	Responsible partner - NSI
<i>Cost per individuals interviewed</i>	201 600	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - NSI
<i>Cost per households interviewed</i>	36 000	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - NSI
<i>Cost per assistant-interviewers</i>	4 000	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - NSI
<i>IT suport during the field work</i>	6 600	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - NSI
<i>NSI team per diem on field work supervision (9 persons, 5 days) - subsistence allowances</i>	2 250	Travel and subsistence allowances for staff - Reg. Art. 8.3.1.b	Responsible partner - NSI
<i>Data processing</i>	6 750	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - NSI
<i>Production of validated data set, analysis of frequencies and cross tabulations. .</i>	2 400	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - NSI
<i>Summary indicators report (28 districts)</i>	8 800	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - FRA
<i>Combining/matching data from different sources.</i>	7 800	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - NSI

<i>Travel of partner for project management, reporting and implementation</i>	3 243	Travel and subsistence allowances for staff - Reg. Art. 8.3.1.b	<i>Travels of FRA partners</i>
Total 1.3:	548 119		
Output / Activity 3			
<i>Analysis of the survey result. Analysis of the applicability of the used data collection approaches and methods</i>	4 000	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - FRA
<i>In-depth analysis and follow-up</i>	4 000	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - FRA
<i>Four thematic reports on the status of specific vulnerable groups</i>	34 000	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - FRA
<i>Four thematic reports on the status of specific vulnerable groups</i>	1 200	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	NSI supports
<i>Report "Overview of core SDG indicators"</i>	8 800	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - FRA
<i>Report "Overview of core SDG indicators"</i>	1 200	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	NSI supports
<i>Thematic guide "How to understand and apply data on vulnerability in policy process"</i>	8 000	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - FRA
<i>Mapping of vulnerability at municipal level - 2 external experts</i>	4 000	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - NSI
<i>Mapping of vulnerability at municipal level</i>	9 000	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - NSI
<i>Summary report "Municipal vulnerability maps - Bulgaria"</i>	6 400	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	FRA supports
<i>Drafting thematic guide "How to understand and apply data on vulnerability in policy process"</i>	8 000	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - FRA
<i>Travel of partner for project management, reporting and implementation</i>	3 243	Travel and subsistence allowances for staff - Reg. Art. 8.3.1.b	<i>Travels of FRA partners</i>
Total 1.4:	91 843		
Output / Activity 4			
<i>Developing of the project web page</i>	15 000	Costs arising directly from requirements imposed by the project contract - Reg. Art. 8.3.1.g	Responsible partner - NSI

<i>Support and update the web page</i>	5 400	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - NSI
<i>Opening conference</i>	3 000	Costs arising directly from requirements imposed by the project contract - Reg. Art. 8.3.1.g	Responsible partner - NSI
<i>Interim Conference (for presentation of the investigation phase results)</i>	5 000	Costs arising directly from requirements imposed by the project contract - Reg. Art. 8.3.1.g	Responsible partner - NSI
<i>Promoting the project</i>	33 000	Costs arising directly from requirements imposed by the project contract - Reg. Art. 8.3.1.g	Responsible partner - NSI
<i>Final conference</i>	5 320	Costs arising directly from requirements imposed by the project contract - Reg. Art. 8.3.1.g	Responsible partner - NSI
<i>Travels of partner</i>	3 360	Travel and subsistence allowances for staff - Reg. Art. 8.3.1.b	Travels of Norway partners
<i>Printing of thematic reports on the status of specific vulnerable groups</i>	10 000	Costs entailed by other contracts awarded by PP for the purpose of carrying out the project - Reg. Art. 8.3.1.f	Responsible partner - NSI
<i>Printing of the "Overview of core SDG indicators"</i>	2 500	Costs entailed by other contracts awarded by PP for the purpose of carrying out the project - Reg. Art. 8.3.1.f	Responsible partner - NSI
<i>Printing of the thematic guide "How to understand and apply data on vulnerability in policy process"</i>	2 500	Costs entailed by other contracts awarded by PP for the purpose of carrying out the project - Reg. Art. 8.3.1.f	Responsible partner - NSI
<i>Translation of the four working papers into English</i> - Focus paper on "defining vulnerability" - Focus paper on reaching hard-to-reach populations - Guidelines for the instruments to be applied - Policy-targeted indicators framework	8 000	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - FRA

Translation of the four thematic reports on the status of specific vulnerable groups and of the the summary reports into English (7 publications in total) - Four thematic reports on the four vulnerable groups - "Overview of core SDG indicators" - Municipal vulnerability map - Thematic guide "How to understand and apply data on vulnerability in policy process"	14 000	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - FRA
Translation of the technical report into English	2 000	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Responsible partner - FRA
Travels of partner (participation in external promotion events)	9 729	Travel and subsistence allowances for staff - Reg. Art. 8.3.1.b	Travels of FRA partners are planned on the basis of European Commission list of per-diems
Travel of partner for project management, reporting and implementation	3 243	Travel and subsistence allowances for staff - Reg. Art. 8.3.1.b	Responsible partner - FRA
Total 1.5:	122 052		
Total 1:	915 253		
2. INDIRECT COSTS - Reg. Art. 8.5			
Total 2:	84 455	A method applied i.e. Art. 8.5.1 ©	
TOTAL PDP COST (1 + 2):	999 708	563034	

Total project management cost (€):	36 000
Total output related cost (€):	879 253

Annex 3: Template for the partner report

Interim project report for partner
EEA and Norwegian Financial Mechanisms 2014 - 2021

Project summary			
Program Promoter	Bulgarian National Statistical Institute		
Programme title	Local Development, Poverty Reduction and Enhanced Inclusion of Vulnerable Groups		
Project title	Novel Approaches to Generating Data on hard-to-reach populations at risk of violation of their rights		
Project code	BGLD-3.001		
Project Eligible Expenditure (euro)	€ 999 708		
Project Grant Rate	100.00%		
Partner Eligible Expenditure (euro)	€ 248 111		
Start date of eligibility		Final date of eligibility	30.04.2024

Project Partner	
Full legal name	
Contact person	
Job title	
Address	
Telephone	
Mobile	
Email	

Project Partner signature

I certify that I am duly authorised to sign this interim project report and that the proposed expenditure described in Part B from which this interim payment is calculated is a realistic estimate of the expenditure that will actually be required by the Project in the period referred to in Part B.

I have thoroughly reviewed the actual expenditure incurred declared in Part A and in Part B of this report, and confirm that the information provided is accurate. I confirm that this Project is carried out as described in the Project Contract and Partners Agreement and that the incurred expenditure is correctly represented.

Overall implementation status:

Project Partner shall describe in details performed activities and produced outputs during the reporting period from an operational point of view. (Mandatory to complete)

	Y / N / n/a	Comments
Management and control systems of the Project Partner set up fulfilling the general principles set out in the Regulation and EU legislation		
Information and publicity obligations fulfilled		
Monitoring conducted to ensure quality and/or regularity of implementation		
Project-specific statistical data is entered and up to date in the reporting database		
Special conditions and Project-specific rules set out in the project contract and project agreement fulfilled		
All irregularities, their investigation and any remedies taken reported		

For the Project Partner

Name

Signature

Position

Date

day	month	year
<input type="text"/>	<input type="text"/>	<input type="text"/>

day	month	year
<input type="text"/>	<input type="text"/>	<input type="text"/>

PART A - STATEMENT OF ACTUAL EXPENDITURE INCURRED

Interim financial report number

Start date of incurred expenditure period

End date of incurred expenditure period

	Previously incurred expenditure	Incurred expenditure this period	Total to date	Total Budget	Available balance
Project incurred expenditure (euro)					
Eligible expenditure					

Brief description of actual expenditure incurred for the whole project

(Describe what type of activities was performed in the period.)

Text is mandatory

Mandatory if adjustments as a result of irregularities are done (amount related to the irregularity)

Incurred expenditure - details

Activity

Sub-activity

	Previously incurred	Incurred this period	Total to date	Budget	Available balance
Eligible expenditure					

Brief description of actual expenditure incurred for the outcome

(Describe what type of activities was performed in the period.)

Text is mandatory

Mandatory if adjustments as a result of irregularities are done (amount related to the irregularity)

Period:

	Cost of staff assigned to the project - Reg. Art. 8.3.1.a	Travel and subsistence allowances for staff - Reg. Art. 8.3.1.b	Indirect costs - Reg. Article 8.5.1 (b)	Eligible expenditure - total
month 1				
month 2				
month 3				
month 4				
month 5				
month 6				
Adjustments				
Total				€ 0

Recovery due to irregularity Select irregularity

PART B - STATEMENT OF PROPOSED EXPENDITURE**Proposed expenditure - summary**

Start date of proposed expenditure period

End date of proposed expenditure period

	Previous advance and interim payments	Interim payment this period	Total to date	Budget	Available balance
Programme proposed expenditure (euro)					
Eligible expenditure					

Proposed expenditure - details

Title 0

		Total
Proposed for period		
Amount paid in previous payments		
- Reported incurred.		
- Expected to be incurred .		
- Expected cash balance at the start of period for the proposed expenditure	€ 0	€ 0
= Amount to be paid		€ 0