

# **FRAMEWORK AGREEMENT**

between

**THE SWISS FEDERAL COUNCIL**

and

**THE GOVERNMENT OF THE REPUBLIC OF  
LATVIA**

on

**THE IMPLEMENTATION OF THE SECOND SWISS  
CONTRIBUTION TO SELECTED MEMBER STATES OF  
THE EUROPEAN UNION TO REDUCE ECONOMIC AND  
SOCIAL DISPARITIES WITHIN THE EUROPEAN UNION**

THE SWISS FEDERAL COUNCIL (hereinafter referred to as the "Switzerland")

and

THE GOVERNMENT OF THE REPUBLIC OF LATVIA (hereinafter referred to as the "Latvia"),

hereinafter collectively referred to as the "Parties",

- NOTING the solidarity of Switzerland with the endeavours of the European Union (EU) to reduce economic and social disparities within the EU;
- COMMITTED to further reducing the economic and social disparities within the EU and within Latvia;
- BUILDING upon the successful cooperation between the Parties during Latvia's transition process leading to its accession to the EU and in the framework of the Swiss contribution to the enlarged EU;
- SHARING AND PROMOTING the fundamental values of democracy, the rule of law and political pluralism;
- RESPECTING AND DEFENDING human rights, human dignity and fundamental freedoms;
- REFERRING to the United Nations Sustainable Development Goals;
- HAVING regard to the friendly relations between the Parties;
- DESIRING to further strengthen these relations and the fruitful cooperation between the Parties;
- REFERRING to the "Memorandum of Understanding between the European Union and Switzerland on a contribution by Switzerland towards reducing economic and social disparities and for cooperation in the area of migration in the European Union" signed on 30.06.2022 for a total amount of CHF 1,302,000,000 (one billion three hundred and two million Swiss francs) to selected EU Member States for cooperation in the areas of cohesion and migration (hereinafter referred to as the "second Swiss Contribution");
- NOTING the cooperation in the area of migration of up to CHF 200,000,000 (two hundred million Swiss francs) under the second Swiss Contribution;
- IN VIEW of the cooperation in the area of cohesion of up to CHF 1,102,000,000 (one billion one hundred and two million Swiss francs) under the second Swiss Contribution.

hereby agree as follows:

## Article 1 – Definitions

For the purposes of this Framework Agreement:

“Contribution” means the maximum non-refundable financial contribution granted by Switzerland to Latvia under this Framework Agreement;

“Country-Specific Set-Up” (Annex) means the thematic and geographic allocations of the Contribution and specific rules agreed between Switzerland and Latvia as well as the attribution of responsibilities and tasks to entities involved in the implementation of the Swiss-Latvian Cooperation Programme and in Support Measures respectively;

“Memorandum of Understanding” means the Memorandum of Understanding between the European Union and Switzerland on a contribution by Switzerland towards reducing economic and social disparities and for cooperation in the area of migration in the European Union” signed on 30.06.2022 for a total amount of CHF 1,302,000,000 (one billion three hundred and two million Swiss francs) to selected EU Member States for cooperation in the areas of cohesion and migration;

“National Coordination Unit” means the national public entity of Latvia designated to act on its behalf for the implementation of the Swiss-Latvian Cooperation Programme.

“Programme” means a coherent set of Programme Components carried out in line with national priorities, policies or strategies of the Partner State with the support of the Contribution comprising a single comprehensive implementation and budget framework with overarching goals. A Programme may be accompanied by a policy dialogue;

“Project” means an indivisible series of activities, carried out with the support of the Contribution, which is aimed at achieving agreed objectives and outcomes and is not part of a Programme;

“Regulations” means the Regulations on the implementation of the second Swiss Contribution in the area of cohesion issued by Switzerland and containing the general rules and procedures on the implementation of the Swiss-Latvian Cooperation Programme;

“Support Measure” is used as generic term and means a specific Project, Programme or Technical Support within the framework of the Swiss-Latvian Cooperation Programme;

“Support Measure Agreement” means an agreement between the Parties and, if need be, additional contracting parties, on the implementation of a Support Measure;

“Swiss-Latvian Cooperation Programme” means the bilateral programme for the implementation of this Framework Agreement;

“Technical Support” means part of the Contribution provided under the Cooperation Programme for the preparation of Support Measures and for the efficient and effective implementation of the Cooperation Programme.

## **Article 2 – Legal Framework**

1. This Framework Agreement, together with the following documents, constitutes the legal framework of the implementation of the second Swiss Contribution in the area of cohesion:

- (a) the Regulations and subsequent amendments thereof;
  - (b) Support Measure Agreements, or other agreements between the Parties, resulting from the Framework Agreement; and
  - (c) any operational procedures or guidelines adopted by Switzerland after consultation with Latvia
2. In the event of conflicts/contradictions between the provisions of these instruments, the aforementioned order of precedence shall apply.

## **Article 3 – Objectives and Principles**

1. The overall objective of the Swiss-Latvian Cooperation Programme is to contribute to the reduction of the economic and social disparities within the EU and within Latvia, building upon and further strengthening the bilateral relations between Switzerland and the EU and its Member States.

2. The Parties shall select Support Measures that contribute to the achievement of the overall objective and which, with the exception of Technical Support, contribute to at least one of the five objectives of the second Swiss Contribution, which are to:

- a) promoting economic growth and social dialogue, reducing (youth) unemployment;
- b) managing migration and supporting integration. Increasing public safety and security;
- c) protecting the environment and the climate;
- d) strengthening of social systems;
- e) civic engagement and transparency.

3. Support Measures, with the exception of Technical Support and unless otherwise agreed upon by the Parties, shall be assigned to at least one thematic area of cooperation, as set out in the Regulations. The Parties shall achieve a thematic concentration for the Contribution. Therefore, the Parties shall mutually agree on a limited number of thematic areas to receive support under the Swiss-Latvian Cooperation Programme, as set out in the Country-Specific Set-Up.

4. The Parties shall encourage partnerships and the exchange of expertise between actors from Latvia and Switzerland.

5. Support Measures shall respect social inclusion and ensure environmental sustainability.

6. All actions under the Swiss-Latvian Cooperation Programme shall be implemented in line with the objectives, principles, strategic directions, geographical and thematic focus as outlined in the Country-Specific Set Up and the Regulations.

## **Article 4 – Financial Framework**

1. Switzerland agrees to grant a Contribution to Latvia of up to CHF 40 400 000 (forty million four hundred thousand Swiss francs) with reference to the agreed thematic areas and geographic allocation and according to the indicative allocation defined in the Country Specific Set-Up.
2. The Contribution in paragraph 1 does not include expenditures of Switzerland for the management costs of the “Swiss-Latvian Cooperation Programme” and for the “Swiss Expertise and Partnership Fund Cohesion”. The latter shall be a fund administered by Switzerland, aimed at making Swiss expertise available to selected EU Member States, ensuring the quality and sustainability of Support Measures, strengthening bilateral relations and fostering partnerships between Switzerland and Latvia.
3. The period of eligibility of expenditures from Support Measures, as defined in Chapter 6 of the Regulations, ends on 3 December 2029, inclusive. Funds not used until this date shall no longer be available to Latvia.
4. Under the Swiss-Latvian Cooperation Programme, with the exception of the amounts reserved for Swiss management costs and the Swiss Expertise and Partnership Fund, the Contribution should be provided in the form of non-refundable grants or concessional financial facilities such as credit lines, guarantee schemes, equity, debt participation, and loans.
5. The financing from the Contribution shall not exceed 60% of the eligible expenditures from the Support Measure, except for:
  - a) Projects or Programmes receiving additional financing in the form of budget allocations from national, regional or local authorities, in which case the financing from the Contribution may not exceed 85% of the total eligible expenditures;
  - b) Projects or Programmes implemented by non-governmental organisations, which may be financed to a degree higher than 60% or fully by the Contribution;
  - c) Technical Support, which may be financed to a degree higher than 60% or fully by the Contribution;
  - d) Support Measures in the form of credit lines, guarantee schemes, equity and debt participation and loans to the private sector, which may be financed to a degree higher than 60% or even fully by the Contribution.
6. Latvia shall ensure compliance with applicable rules on state aid and public procurement.

## **Article 5 – Principles for Support Measures**

1. Support Measures shall be implemented in accordance with the legal Framework pursuant to Article 2.
2. Latvia is responsible for the identification of Support Measures, which are
  - a. relevant and in line with national priorities;
  - b. effective in addressing the identified needs;

- c. feasible and efficient to implement;
  - d. expected to have impact;
  - e. designed to create sustainable benefits.
3. Latvia shall avoid any duplication of and/or overlap with any part of a Support Measure which is receiving support from any other structural and/or cohesion funds, such as the European Funds, the European Economic Area Financial Mechanism or the Norwegian Financial Mechanism, as the case may be.
  4. Each Support Measure shall be approved first by Latvia and then by Switzerland.
  5. Each Support Measure shall be subject to a Support Measure Agreement.
  6. The Parties attach high importance to the monitoring, evaluation and auditing of the Support Measures and the Contribution. Each Party shall share, without delay, any useful information requested by the other party. The Parties shall ensure effective coordination and monitoring of the Swiss-Latvian Cooperation Programme.
  7. Switzerland, or any third party appointed to act on its behalf, shall have the right to visit, monitor, review, audit and evaluate all activities and procedures related to the implementation of the Support Measures as deemed appropriate by Switzerland. Latvia shall provide any and all information, assistance and documentation, which may be requested or useful, to allow Switzerland to exercise such right.
  8. In order to ensure effective implementation of the Swiss-Latvian Cooperation Programme, the Competent Authorities referred to in Article 6 shall hold annual meetings. The purpose of such meetings shall be to review the progress achieved in the Swiss-Latvian Cooperation Programme, agree on any necessary measures to be taken, and provide a forum for discussion of issues of bilateral interest.

## **Article 6 – Competent Authorities**

1. Latvia has authorised a national public entity to act on its behalf as the National Coordination Unit (see Country-Specific Set-Up). The National Coordination Unit shall have overall responsibility for reaching the objectives of the Swiss-Latvian Cooperation Programme as well as for its implementation in accordance with this Framework Agreement.
2. Switzerland has authorised the Federal Department of Foreign Affairs, acting through the Swiss Agency for Development and Cooperation (SDC), and the Federal Department of Economic Affairs, Education and Research, acting through the State Secretariat for Economic Affairs (SECO), to act on its behalf for the implementation of the Swiss-Latvian Cooperation Programme. Support Measures are assigned to either the SDC or SECO in line with their respective fields of competence.

## **Article 7 – Liability**

The responsibility of Switzerland with regard to the Swiss-Latvian Cooperation Programme is limited to providing funds in accordance with the relevant Support Measure Agreements. No liability to any public or private Latvian entity involved in a Support Measure or to any third parties is or will be assumed by Switzerland.

## **Article 8 – Common Concern**

The Parties share a common concern to prevent and fight against corruption, which jeopardises good governance and the proper use of resources needed for development, and, in addition, endangers fair and open competition in procurement procedures based upon price and quality. The Parties therefore agree to combine their efforts to fight corruption and, in particular, agree that any offer, gift, payment, remuneration or benefit of any kind whatsoever, made to whomsoever, directly or indirectly, with a view to being awarded a mandate or contract under this Framework Agreement, or during the performance hereof, will be construed as an illegal act or corrupt practice. Any act of this kind constitutes sufficient grounds for terminating this Framework Agreement and the relevant Support Measure Agreement, cancelling the procurement or resulting award, or taking any other proportionate corrective measure laid down by applicable law. The Parties shall promptly inform each other of any well-founded suspicion of an illegal act or corrupt practice.

## **Article 9 – Amendments**

1. Any amendment to this Framework Agreement shall be made in writing with the mutual agreement of the Parties.
2. Notwithstanding paragraph 1 above, the Country-Specific Set-Up may be amended by mutual agreement of the Competent Authorities referred to in Article 6 through an exchange of letters between them.

## **Article 10 – Final Provisions**

1. The Country-Specific Set-Up (Annex) shall form integral part of this Framework Agreement.
2. This Framework Agreement shall enter into force, after its signature, on the date of receipt of the last notification confirming the completion by both Parties of their respective approval procedures. It applies until both Parties have fulfilled all their obligations. The Parties shall provisionally apply this Framework Agreement and the Annex hereto commencing on the date on which this Framework Agreement is signed by both Parties.
3. Any dispute which may result from the application of this Framework Agreement shall be resolved by diplomatic means.
4. This Framework Agreement may be terminated at any time by one of the Parties giving six months' prior written notice. Prior to making such a decision, the Parties shall enter into consultation regarding the reasons for the termination.

5. In the event of termination of this Framework Agreement, its provisions shall continue to apply to the relevant Support Measure Agreements concluded before the termination of this Framework Agreement. The Parties shall decide by mutual agreement on any other consequences of the termination.

Signed in Riga on 19 June 2023, in two original copies in the English language.

For the Swiss Federal Council



Dominique Paravicini

Ambassador

Delegate of the Swiss Government

for Trade Agreements

For Government of the Republic of Latvia



Arvils Ašeradens

Minister of Finance of the

Republic of Latvia



# **Annex**

## **COUNTRY-SPECIFIC SET-UP**

### **FRAMEWORK AGREEMENT**

between

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## 1. General provisions

1.1. This Country-Specific Set-Up is an integral part of the Framework Agreement between the Swiss Federal Council (hereinafter referred to as "Switzerland") and the Government of the Republic of Latvia (hereinafter referred to as "Latvia") on the implementation of the second Swiss Contribution to selected Member States of the EU to reduce economic and social disparities within the EU (hereinafter referred to as the "Framework Agreement").

1.2. For the purposes of this Country-Specific Set-Up, the definitions in the Framework Agreement shall apply.

1.3. This Country-Specific Set-Up lays down the thematic and geographic allocations of the Contribution and the specific rules agreed between Switzerland and Latvia, as well as the attribution of responsibilities and tasks to entities involved in the implementation of the Swiss-Latvian Cooperation Programme and in Support Measures respectively.

1.4. For specific rules and procedures not provided in the Country Specific Set-Up, the provisions of Regulations shall apply.

## 2. Roles and responsibilities for the Swiss – Latvian Cooperation Programme

### 2.1. National Coordination Unit

The Partner State has authorized **the Ministry of Finance of the Republic of Latvia (MoF)** to act on its behalf as National Coordination Unit of the Swiss – Latvian Cooperation Programme.

The National Coordination Unit is composed from EU Funds Investments Management Department and EU Funds System Management Department, which are directly subordinated to the Deputy State Secretary on EU Funds Issues, who shall act as the Head of the National Coordination Unit.

The role and responsibilities of the National Coordination Unit are set out in the Regulations.

**The Procurement monitoring bureau (PMB)** is a direct public administration body subordinate to MoF, the competency of which is defined in the Public Procurement Law and other laws and regulations. PMB is a nationally selected institution that will ensure sample-based pre-verifications of the public procurement documentation and the process of the procurement procedure of the Support Measures, including Technical Support. PMB will ensure pre-verifications prior the conclusion of a procurement contract on the basis of risk analysis to prevent public procurement irregularities.

PMB also will ensure methodology for ex-ante procurement checks as well as consultations and quarterly meetings with the Programme Operators to discuss actual procurement issues.

### 2.2. Paying Authority

The Paying Authority is the Treasury of the Republic of Latvia.

The Treasury is a direct administration institution subordinated to the MoF. The Treasury is managed by the Treasurer, who acts as the Head of the Paying Authority and reports to the Deputy State Secretary on Budget Issues of the MoF.

### 2.3. Audit Authority

The Audit Authority is EU Funds Audit Department of the MoF. It is functionally subordinated to the Minister of Finance of the Republic of Latvia in accordance with the Regulations of the MoF.

The Director of EU Funds Audit Department, who is directly subordinated and reporting to the Minister of Finance, shall act as the Head of the Audit Authority.

The Audit Authority shall act in compliance with the International Standards on Auditing, International Standard on Assurance Engagements and Code of Ethics.

The roles and responsibilities of the Audit Authority are set out in the Regulations.

The Audit Authority shall be functionally independent of the National Coordination Unit and the Paying Authority.

### 3. Parameters of cooperation

#### 3.1. Thematic allocation

<b>Specific objective &amp; thematic area</b>	Indicative allocation of the Contribution in CHF grant rate 85%	National co-financing in CHF co-financing rate 15%	Total funding in CHF
<b>1. Promoting economic growth and social dialogue, reducing (youth) unemployment</b>			
(i) Vocational and professional education and training	10 000 000	1 764 706	11 764 706
(ii) Research and innovation	10 000 000	1 764 706	11 764 706
<b>2. Protecting the environment and the climate</b>			
(ix) Waste management	12 200 000	2 152 941	14 352 941
<b>3. Strengthening of social systems</b>			
(xi) Health and social protection	7 500 000	1 323 529	8 823 529
<b>4. Technical support</b>			
(xiv) Technical Assistance Fund	600 000	0	600 000
(xv) Support Measure Preparation Fund	100 000	0	100 000
Total allocation	40 400 000	7 005 882	47 405 882

Any unused balances in the Support Measure Preparation Fund and in Support Measure “Partnership in applied research for Advanced Materials, Information and Communication Technology and Smart Energy” will be reallocated to the Support Measure “Remediation of historical pollution”. Any unused balances in the Support Measure “Stronger work-based learning for improving vocational education and training in Latvia” will be reallocated to the Support Measure “Advancement of pediatric cancer care in Latvia”.

Any other unused balances in the Support Measure of the Swiss-Latvian Cooperation Programme may be transferred to any other approved Support Measure provided the feasibility until the end of the eligibility period, by mutual agreement (e.g., confirmed in the minutes of meetings or by correspondence) between the Competent Authorities mentioned in Article 6 of the Framework Agreement in the course of the implementation of the Swiss-Latvian Cooperation Programme. For the consequent modification of the Support Measure, Article 4.12 Regulations shall apply.

### 3.2. Pre-specified parameters per thematic area

#### (i) Vocational and professional education and training

##### Directly selected or pre-identified Support Measures

Support Measure name	<b>Stronger work-based learning for improving vocational education and training in Latvia</b>
Support Measure type	Programme
Objectives	To improve the vocational education and training (VET) system in Latvia with emphasis on European Qualifications Framework (EQF) levels 2-5 by strengthening the application of the work-based learning (WBL) approach.
Strategic Focus	<p>The Programme is guided by the following priorities:</p> <ol style="list-style-type: none"> <li>1. better involvement of employers in the implementation of VET;</li> <li>2. creation of relevant collaboration models with involvement of relevant stakeholders;</li> <li>3. systemic approaches ensuring high-quality skills and competences that lead to quality jobs and careers for students and adult learners (EQF levels 2 - 5) meeting the needs of an innovative and sustainable economy;</li> <li>4. activation of the Sector qualifications framework (SQF) and a unified approach and permeability of modular VET programmes;</li> <li>5. contemporary, flexible permeable digital teaching and learning materials;</li> <li>6. establishment of sector examination centres in collaboration with employers' representatives that assess and recognize skills and award professional qualifications;</li> <li>7. high-quality and regular professional development of teachers;</li> <li>8. a new work-based VET teacher training system in higher education institutions delivering teacher training programmes.</li> </ol> <p>The programme will have synergy and complementarity with planned activities for support of VET system development foreseen in the EU Structural Funds Operational programme 2021 – 2027 (OP) and other funds.</p>

Swiss indicative Commitment	10 000 000	CHF
Project or Programme Operator	<p>Ministry of Education and Science (MoES).</p> <p>MoES as Programme Operator intends to involve National Centre of Education (Public administration institution directly subordinated to the MoES) in selection process of programme components under priority 8. Other functions of PO will be implemented by MoES.</p>	
Intermediate Body	Not applicable	
Swiss Support Measure Partner(s)	<p>Swiss public VET institutions and schools, professional associations and expert organizations, Federal and cantonal agencies specializing in VET, including the Swiss State Secretariat for Education, Research and Innovation (SERI).</p>	
Other specificities related to the Support Measure	<p>1 pre-defined programme component for priorities 1-7 implemented by National Centre of Education and an open call for higher education institutions for priority 8 is planned.</p>	

**(ii) Research and innovation**

**Directly selected or pre-identified Support Measures**

Support Measure name	<b>Partnership in applied research for Advanced Materials, Information and Communication Technology and Smart Energy</b>
Support Measure type	Programme
Objectives	To develop applied research capacity and promote research collaborations between Latvia and Switzerland in the field of advanced materials, Information and Communication Technology (ICT) and smart energy.
Strategic Focus	The programme will support the achievement of national targets in the priority areas set in the <i>Guidelines for Research, Technology Development and Innovation for 2021-2027 of Latvia</i> (Guidelines), namely to develop research excellence and foster international co-operation and human capital development in Research and Innovations (R&I).

	<p>The Programme will:</p> <ul style="list-style-type: none"> <li>• Foster knowledge transfer from academy to industry and society;</li> <li>• Contribute to the strengthening of the human capital in R&amp;I, especially through rising quality of research-based and innovation-oriented doctoral studies and providing opportunities for skills upgrade of academic staff (impact expected on individual and institutional level);</li> <li>• Support collaborative research projects that will contribute to an increase of quality of international research co-publications and will foster deeper and well-established cooperation links with Swiss research organizations.</li> </ul>	
Swiss indicative Commitment	10 000 000	CHF
Project or Programme Operator	<p>The Ministry of Education and Science (MoES).</p> <p>The MoES will delegate the following Programme Operator's tasks to the Latvian Research Council: concluding programme component agreements and programme components' monitoring and controlling.</p>	
Intermediate Body	Not applicable	
Swiss Support Measure Partner(s)	<p>In the area of Advanced Materials, the Swiss Federal Laboratories for Materials Science and Technology (Empa), Concrete and Asphalt Laboratory, is a pre-defined partner.</p>	
Other specificities related to the Support Measure	<p>Thematically, the Programme will focus on the following three smart specialization areas: Advanced Materials, ICT and Smart Energy.</p> <p>In the area of Advanced Materials, a single pre-defined programme component will be implemented by Riga Technical University (programme component operator) and Empa. Other partners can be included in the consortium if necessary.</p> <p>In the thematic areas of ICT and Smart Energy, a single pre-defined programme component will be implemented by Institute of Solid-State Physics of University of Latvia (programme component operator), in cooperation with Institute of Electronics and Computer Science and Riga Technical University. Other partners shall be included in the consortium if necessary.</p>	

	<p>Swiss partners for the areas of ICT and Smart Energy will be identified in bilateral negotiations.</p> <p>Awareness raising campaigns in Science, Technology, Engineering and Mathematics (STEM) for young people, and particularly young women, are part of all three identified areas.</p>
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**(iv) Waste management**

**Directly selected or pre-identified Support Measures**

Support Measure name	<b>Remediation of historical pollution</b>
Support Measure type	Programme
Objectives	<p>To improve environmental quality of historically polluted site(s) and reduce risks to human health.</p> <p>Main outcomes:</p> <ul style="list-style-type: none"> <li>• Restored and improved environmental quality of polluted areas and prevented danger to human health in polluted area and beyond;</li> <li>• Achieved improvement of soil, ground, underground and surface water quality of polluted areas.</li> </ul>
Strategic Focus	<p>Remediation of historically polluted sites is a strategic priority of the government of Latvia, as outlined in its <i>National Development Plan for 2021-2027</i>.</p> <p>Structural and cohesion funds already helped to remediate polluted sites in Latvia, including through the Swiss Enlargement Contribution with the Sarkandaugava project.</p> <p>For further activities, the oil-contaminated site of Aizkraukle at the banks of the Daugava river has been identified as the highest priority.</p> <p>The prioritization of the Aizkraukle site is based on <i>Environmental Policy Guidelines for 2021-2027</i> and extensive investigations of the independent and openly procured consulting company Intergeo Baltic.</p> <p>Important elements are:</p> <ul style="list-style-type: none"> <li>• Danger to people and the environment since contaminated material and soil slowly moves closer to the Daugava. Since the Daugava has the most populated river banks in Latvia (including</li> </ul>



	<p>Riga) and is one of the biggest sources of drinking water, the pollution might affect up to 700'000 residents. In addition, the Daugava flows into the Baltic Sea and the pollution threatens its water quality and ecosystem;</p> <ul style="list-style-type: none"> <li>• Thanks to the detailed investigation, the site shows a high degree of readiness to start remediation.</li> </ul> <p>Remediation methods, a detailed risk assessment and phasing options will be identified based on the final report of the investigation, mandated by the Aizkraukle Municipality.</p> <p>Applicable remediation method(s) should be piloted in Aizkraukle to test its effectiveness.</p>	
Swiss indicative Commitment	12 200 000	CHF
Project or Programme Operator	Ministry of Regional Development and Environmental Protection	
Intermediate Body	Not applicable	
Swiss Support Measure Partner(s)	Based on the previous experience of the Swiss Enlargement Contribution, cooperation with Swiss experts will be sought.	
Other specificities related to the Support Measure	<p>The heavily contaminated site in Aizkraukle municipality, located outside of major cities, has been pre-identified as programme component location and State Environmental Service or other relevant institution as programme component operator.</p> <p>Further sites could be identified with remaining funds, if any.</p>	

**(xi) Health and social protection**

**Directly selected or pre-identified Support Measures**

Support Measure name	<b>Advancement of pediatric cancer care in Latvia</b>
Support Measure type	Programme
Objectives	To improve the diagnosis, treatment and life of children with cancer and rare diseases, involving a

	patient-centered and multi-disciplinary approach along of continuum of care.	
Strategic Focus	<p>The programme will be in line with <i>the Latvian National Development Plan for 2021-2027</i>, the <i>Public Health Guidelines for 2021-2027</i>, the <i>Digital Transformation Guidelines for 2021-2027</i>, the <i>National Plan for the Improvement of Healthcare Services in the Field of Oncology for 2022–2024</i> and aim:</p> <ul style="list-style-type: none"> <li>• to improve the quality of diagnosis, treatment and life of children with cancer and rare diseases;</li> <li>• to ensure the continuity of health care by strengthening governance and promoting the efficient use of health care resources in the field of oncology.</li> </ul> <p>Adopting a holistic approach, the programme may work along multiple strategic axes, including capacity building and patient-centered care, in order to train the clinical workforce and strengthen patient-centered initiatives that encompass the entire continuum of care required for children with cancer and rare diseases.</p> <p>As prerequisite for improved diagnostic and treatment protocols, strengthen clinical and laboratory capacity via efficient engagement in international clinical and research networks.</p> <p>In synergy with the Healthcare Advancement centre infrastructure project, advance the personalised therapy programmes and clinical pathways in paediatric oncology and rare diseases via multidisciplinary collaboration between experts and capacity building of pathology and molecular laboratory services.</p> <p>Development of a long-term follow-up system with the establishment of a core «follow-up team» and services, including the design of an innovative and digitalized system.</p> <p>Geographic focus – National level but with potential regional and international collaborations.</p>	
Swiss indicative Commitment	7 500 000	CHF
Project or Programme Operator	Ministry of Health	

Intermediate Body	Not applicable
Swiss Support Measure Partner(s)	Swiss expert institutions in the fields of clinical and public health, e.g. pediatric oncohematology and molecular tumor diagnostics.
Other specificities related to the Support Measure	One pre-defined programme component implemented by the Children's Clinical University Hospital is planned.

## 4. Partner State specific rules and procedures

Switzerland and Latvia agree to the following specific provisions in derogation / modification / complement / specification of the regulations:

**4.1** The documents and correspondence that the Partner State must submit to Switzerland in accordance with the Regulations, including Reimbursement Request, may be signed using an electronic signature. Nevertheless, this prorogation does not apply to Audit reports.

**4.2** The following paragraphs replaces **Art. 3.5 paragraph 1 and 2** of the Regulations:

“1. The Paying Authority shall exert appropriate financial control over the Cooperation Programme. It shall, in particular ensure that the NCU for Technical Support and the Programme Operators apply the standards and procedures of the Partner State for public funds.

2. The Paying Authority shall after the signing of the Framework Agreement, open a separate bank account, to which Switzerland shall transfer reimbursements from the Contribution.”

**4.3** The following paragraph replaces **Art. 4.1 paragraph 4** of the Regulations:

“4. Programme Components that are selected after the conclusion of the Support Measure Agreement will be approved by the Programme Operator and have to be endorsed by Switzerland.”

**4.4** According to the Regulations **Art. 4.5 paragraph 1**, Advisory Committees shall not be established for any Support Measures as long as the selection process for Programme Components is fair and transparent and the Swiss Contribution Office can participate as an observer in this process.

**4.5** Support Measure Implementation Agreements are replaced with national legal acts and other documents examined by the Cabinet of Ministers. Accordingly, **Art. 1.3 point (x), Art 4.9, and Art. 6.8 paragraph 2** are not applicable and the terms and conditions of grant assistance as well as the roles and responsibilities of the respective parties shall be set out in the national legal acts and other documents examined by the Cabinet of Ministers governing implementation of the second Swiss Contribution. It shall, in particular, include provisions that ensure that the Programme Operator undertakes to comply fully with the provisions constituting the legal framework of the Cooperation Programme, as set out in **Article 2 of the Framework Agreement**, which are relevant for the implementation of the Programme, including any obligation that continues to apply after the Programme has been completed. An explicit reference to these Regulations shall be included. It may also contain provisions that refer to any Swiss Support Measure partnership or the involvement of Swiss experts, if relevant.

**4.6** The parties agree that specifications of and derogations from **Art. 4.11 paragraph 1, 2 and 5** of the Regulations will be described in the Support Measure Agreements.

**4.7** The following paragraph replaces **Art. 10.1 paragraph 1 and 2** of the Regulations:

“1. The Partner state shall establish a comprehensive monitoring and evaluation plan that outlines planned monitoring missions as well as reviews and evaluations. This plan shall also foresee options to assess the overall Cooperation Programme.

2. The NCU shall include a monitoring and evaluation plan mentioned in paragraph 1 of this article in the Annual Cooperation Programme Report for the year when the respective Support Measure Agreement are signed.”

**4.8** The following paragraph replaces **Art. 10.2 paragraph 2** of the Regulations:

“2. Without prejudice to the monitoring carried out by the Partner State, Switzerland, or any third party appointed by it, shall have the right to visit the Support Measures, conduct a comprehensive assessment, and shall be granted full access to all documents and information related to the Support Measures. The SCO shall inform the NCU about any planned monitoring mission two weeks in advance. The Partner State shall, upon request, ensure that the representatives of Switzerland are accompanied by the relevant personnel and are provided with the necessary assistance.”

**4.9** In specification to **Art. 11.3 paragraph 2 and 3**, the National Coordination Unit for the reporting of new suspected or actual Irregularities amounting up to CHF 10 000 uses a simplified template agreed with Switzerland listing irregularities detected in respective quarter.

**4.10** According to **Art. 3.3 paragraph 11 and Art. 3.4 paragraph 2** of the Regulations the following tasks of the National Coordination Unit are delegated to the Programme Operator:

- shall establish and chair the Support Measure Steering Committee according to **Art 4.11** of the Regulations;
- shall fulfil the post-obligations set out in **Art. 4.15, paragraph 2 and 3** of the Regulations;
- shall check the invoices and supporting documents received from the Programme Components Operators according to **Art. 6.8, paragraph 3** of the Regulations;
- shall ensure obligations set in **Art. 7.2** of the Regulations;
- shall carry out on-site missions to monitor the progress towards the outputs and outcomes according to agreed indicators, baselines and targets according to **Art. 10.2** of the Regulations;
- shall carry out the final evaluation of Support Measure as stipulated in the Support Measure Agreement and according to **Art. 10.3** of the Regulations.

**4.11** In specification to **Art. 6.8 paragraph 3 and Art. 8.2 paragraph 2, point (b) and (d)** of the Regulations: The Paying Authority for the purpose of certification based on risk assessment performs controls only for Technical Support and Programme Operators' management expenditures. The Paying Authority shall check the invoices and supporting documents received from the Programme Operators regarding eligibility of management expenditures incurred by the Programme Operators, verify the adequacy of the documentation, to the extent necessary to obtain reasonable assurance as to the legality and regularity of the underlying transactions. Paying Authority shall confirm that based on the information provided by Programme Operator to Paying Authority no double-financing could be identified.

In the event of a conflict between the Regulations and these specific provisions, the specific provisions of this Annex shall prevail.