

Swiss-Latvian Cooperation Programme

SUPPORT MEASURE AGREEMENT

between

The Swiss Agency for Development and Cooperation

and

The Ministry of Finance of the Republic of Latvia

on

the Support Measure

“Advancement of paediatric cancer care in Latvia”

The Federal Department of Foreign Affairs, acting through the Swiss Agency for Development and Cooperation, hereinafter referred to as "SDC" and

The Ministry of Finance of the Republic of Latvia as the National Coordination Unit, hereinafter referred to as the "NCU",

Together hereinafter referred to as the "Parties",

Referring to the Framework Agreement, including its Annex 1 (Country-Specific Set-Up), between the Swiss Federal Council and the Government of the Republic of Latvia concluded on 19 June, 2023, as well as to 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, hereinafter referred to as "Framework Agreement" and "Regulations",

Considering the financing of the Support Measure "Advancement of paediatric cancer care in Latvia" (hereinafter referred to as the "Support Measure") in the Republic of Latvia (hereinafter – Latvia),

Have agreed as follows:

Article 1 – General provisions

The legal Framework as defined in Article 2 in the Framework Agreement shall apply.

Article 2 – Objective and eligibility period

1. The Support Measure is assigned to the following thematic area: Health and social protection.
2. The objective of the Support Measure is 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.
3. The Support Measure starts 01.09.2024 and ends on 30.11.2029. Only expenditures incurred during this period are considered eligible as in accordance with Chapter 6 of the Regulations. Any costs that would incur after 3rd of December 2029 to bring the Programme to completion will be ineligible and have to be borne by Latvia.

Article 3 – Obligations of the Parties

1. Switzerland agrees to grant a contribution of up to 7,500,000 Swiss francs for the implementation of the Support Measure according to the budget (Annex B).
2. The contribution of Switzerland shall cover a maximum of 85% of the total eligible expenditures of the Support Measure as mentioned in Chapter 6 of the Regulations.
3. Switzerland's contribution to the Support Measure is based:
 - a) on the final version of the Support Measure proposal 7F-11149.01 dated 08.05.2024 attached to this Support Measure Agreement (Annex A); and
 - b) on the conditions put forward by Switzerland as part of the final decision to support the Support Measure and communicated to Latvia by means of the letter 7F-11149.01, dated 20.06.2024 attached (Annex D).

4. In accordance with Article 7 of the Framework Agreement, the responsibility of Switzerland with regard to this Support Measure is limited to providing funds in accordance with Article 3, paragraph 1 of this Support Measure Agreement.
5. Latvia shall ensure the timely provision of the co-financing of the total eligible expenditures of the Support Measure, as described in Article 4 paragraph 5 of the Framework Agreement, and in Article 3.1 paragraph 1 and Chapter 6 of the Regulations.
6. Costs for staff of the Programme Operator and Programme Component Operator who are assigned to carry out tasks for the Support Measure, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, are eligible expenditure under this Support Measure, within the limits set in the budget in Annex B of this Support Measure Agreement and in accordance with Chapter 6 of the Regulations.

Article 4 – Implementation Responsibility

1. The NCU, Paying and Audit Authorities shall have the roles and responsibilities as defined in the Regulations, in particular in Articles 3.1 to 3.6, and further specified in the Country Specific Set-up.
2. The Programme Operator of this Support Measure is the Ministry of Health. It performs tasks and obligations as defined in the Regulations as well as in point 4.10 of the Country Specific Set-up, and according to national legal acts and other documents examined by the Cabinet of Ministers of the Republic of Latvia governing implementation of the second Swiss Contribution.
3. The Programme Component “Advancement of paediatric cancer care in Children’s Clinical University Hospital” has the following Programme Component Operator – Children’s Clinical University Hospital.
4. The Support Measure shall be implemented in partnership with the following Swiss Support Measure Partner: Lausanne University Hospital.
5. During the implementation of the Support Measure potential partnerships with other Swiss Support Measure Partners could be established, namely with University Hospital Zurich (USZ), University Children’s Hospital Zurich (KISPI), Geneva University Hospital and possibly others.

Article 5 – Support Measure Steering Committee

1. The Programme Operator shall establish the Support Measure Steering Committee as defined in this Article and Article 4.11, paragraphs 4, 6 and 7 of the of the Regulations. The Support Measure Steering Committee shall assume the following tasks:
 - a) supervise the progress of implementation and make suggestions for improvements;
 - b) approve in accordance with Article 4.12, paragraph 4 and 6 of the Regulations modifications to the Support Measure based on the proposal by the Programme Operator.

2. The Support Measure Steering Committee shall be composed of the following members:
 - a) Programme Operator as Chair;
 - b) Riga Stradins University – as Deputy Chair;
 - c) NCU;
 - d) Programme Operator as Secretary;
 - e) Swiss Contribution Office (without voting right, but have the right to veto any decision taken by the Support Measure Steering Committee);
 - f) Children’s Clinical University Hospital (Programme Component Operator);
 - g) Swiss Support Measure Partners upon invitation;
 - h) any other public or private sector entity from the Partner State and/or from Switzerland with a close thematic, financial or operational connection to the Support Measure could be invited as an observer by proposal of the member of the Steering Committee.
3. The following members shall have a voting right:
 - a) Programme Operator;
 - b) the NCU;
 - c) Riga Stradins University.
4. Each member of the Support Measure Steering Committee with voting right shall have one vote. The Support Measure Steering Committee shall strive for reaching consensus. Otherwise, a simple majority shall be necessary for decisions.
5. The quorum shall be constituted by 3 members of the Support Measure Steering Committee with a voting right and the representative from the Swiss Contribution Office.
6. The Programme Operator shall act as secretary and shall assume the tasks as set forth in the Article 4.11, paragraph 7 of the Regulations.
7. The Steering Committee meeting shall take place at least once a year, in line with the Article 4.11, paragraph 6 of the Regulations. The Steering Committee may also take decisions through the written procedure at the initiative of the Chair and NCU. The voting procedure within the written procedure shall be set in the Steering Committee’s statutes.

Article 6 - Programme Operator competences for modifications of the Support Measure

1. The Support Measure may be modified in accordance with the Article 4.12 of the Regulations.
2. In accordance with Article 4.12, paragraph 4.a of the Regulations the Programme Operator is entitled to modify Programme Components, provided the following conditions are cumulatively met:
 - a. the modification shall not contradict with the agreed outputs and outcomes of the Support Measure;
 - b. the modification must not change the duration of the Support Measure;
 - c. the financial consequences of the modification must be within the following limits:

- i. for reallocations within one Programme Component: funds reallocated between different budget items must be less than 100 000 CHF;
 - ii. modifications may not be split with the intention of circumventing this restriction.
3. Switzerland shall be informed about the modification by means of the next Reimbursement Request under Article 8.2, paragraph 3 of the Regulations and the next Annual Support Measure Report under Article 4.13 of the Regulations.

Article 7 – Advance payments

1. In accordance with Article 8.3 of the Regulations, no advance payments are foreseen in this Support Measure.

Article 8 – Policy Dialogue

1. A policy dialogue is foreseen for this Support Measure.
2. The needs and objectives for the policy dialogue are described in the Support Measure Proposal.

Article 9 – Procurement

1. The procurements under this Support Measure Agreement shall be made according to Chapter 7 of the Regulations and point 4.10 of the Country Specific Set-up.
2. The initial procurement plan, including those procurements that are selected by Switzerland, in accordance with Article 7.2 of the Regulations, shall be annexed to this Support Measure Agreement (Annex C).
3. The periodically updated procurement plan shall be submitted to Switzerland with the Reimbursement Request.

Article 10 – Post-completion obligations and ownership of assets

1. The post-completion obligations related to the assets (operating assets as well as equipment, installations) financed by the Swiss contribution under this Support Measure as well as their ownership are described in Article 4.15 of the Regulations.
2. In accordance with Article 4.15, paragraph 7 of the Regulations, the Parties decide that, for the duration and after the completion of the Support Measure, the ownership of the assets provided with the Swiss Contribution is as follows:

Children's Clinical University Hospital has the ownership of the operating assets, equipment and installations.

3. The receiving entity shall be contractually committed by the Programme Operator to fulfil the obligations set out in Article 4.15 paragraph 2 of the Regulations concerning equipment financed by the Contribution.

4. In accordance with Article 4.15, paragraph 9 of the Regulations, the Parties decide that Children's Clinical University Hospital shall fully dispose of the property of the results of the activities performed under this Support Measure, of the rights to any intellectual property, including copyrights.

Article 11 – Reimbursement Procedures, Reporting, Audits, Compliance

Reimbursement Procedures, Reporting, Auditing and compliance rules are described in the Framework Agreement and the Regulations. According to Article 8.2, paragraph 7 of the Regulations Latvia and Switzerland agree that the first report period starts on the date when the Support Measure Agreement is signed and ends on 31 December 2025.

Article 12 - Annexes

The following Annexes are governed by this Support Measure Agreement:

Annex A: Final version of the Support Measure Proposal 08.05.2024, including Logframe

Annex B: Budget

Annex C: Initial Procurement Plan

Annex D: Decision Letter from SDC.

Article 13 - Amendments

The Support Measure may be modified according to Article 4.12 of the Regulations. In the cases as described in Article 4.12 Paragraph 8 of the Regulations, the modification of the Support Measure shall be formalised by way of an amendment to this Support Measure Agreement. This shall be done by signing the amendment by the Parties. Annexes of Support Measure Agreement shall be amended through an exchange of letters between the Parties.

Article 14 - Suspension and Termination

The Support Measure Agreement can be suspended or terminated according to Article 4.16 of the Regulations.

Article 15 - Clause on electronic signature

The parties expressly agree that this agreement and its amendment can be validly concluded by means of an electronic signature process and then archived exclusively in electronic form. By electronic signature, the parties mean a technical process which, on the one hand, makes it possible to ensure the identity of the signatory and his membership of the signing party and, on the other hand, guarantees the integrity of the signed document.

Article 16 – Entry into force and duration

1. This Support Measure Agreement covers the duration of the Support Measure as stated in Article 2 paragraph 3.

2. This Support Measure Agreement shall enter into force on the date of the last signature of the Parties and remain in force until all obligations under it have been fulfilled.

Signed in Riga on 14 August 2024, in two original copies in the English language.

For the Swiss Agency for Development and
Cooperation



Martin Michelet
Ambassador of Switzerland to Latvia,
Lithuania and Estonia

For the Ministry of Finance of the Republic of
Latvia/National Coordination Unit



Armands Eberhards
Deputy State Secretary on EU Funds Issues
of the Ministry of Finance
Head of the National Coordination Unit