# FRAMEWORK AGREEMENT

between

THE SWISS FEDERAL COUNCIL

and

THE GOVERNMENT OF THE REPUBLIC OF CYPRUS

On

THE IMPLEMENTATION OF THE SECOND SWISS CONTRIBUTION TO SELECTED MEMBER STATES OF THE EUROPEAN UNION TO SUPPORT MEASURES IN THE AREA OF MIGRATION

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

and

THE GOVERNMENT OF THE REPUBLIC OF CYPRUS (hereinafter referred to as 'Cyprus'),

hereinafter collectively referred to as the "Parties".

- NOTING the solidarity of Switzerland with the endeavours of the European Union (EU) to support measures in the area of migration;
- COMMITTED to further strengthening the migration management structures within the EU and within Cyprus;
- BUILDING upon the successful bilateral cooperation between Switzerland and Cyprus;
- 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 on the one side and Switzerland on the other side 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<sup>th</sup> June 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 cohesion of up to CHF 1,102,000,000 (one billion one hundred and two million Swiss francs) under the Second Swiss Contribution;
- IN VIEW of the cooperation in the area of migration of up to CHF 200,000,000 (two hundred 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 Cyprus under this Framework Agreement;

"Country-Specific Set-Up" (Annex 1) means the thematic allocations of the Contribution and specific rules agreed between Switzerland and Cyprus as well as the attribution of responsibilities and tasks to entities involved in the implementation of the Swiss - Cypriot Programme and of Support Measures respectively;

"Memorandum of Understanding" means the Memorandum of Understanding between the European Union on the one side and Switzerland on the other side on a contribution by Switzerland towards reducing economic and social disparities and for cooperation in the area of migration in the European signed on 30<sup>th</sup> June 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 Cyprus designated to act on its behalf for the implementation of the Swiss - Cypriot 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 Migration issued by Switzerland and containing the general rules and procedures on the implementation of the Swiss - Cypriot Cooperation Programme;

"Support Measure" is used as generic term and means a specific Project, Programme or Technical Support within the framework of the Swiss - Cypriot 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 - Cypriot 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 Migration:
- (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 related to this Framework Agreement and issued after consultation with the government of the Republic of Cyprus.
- 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 Cypriot Cooperation Programme is to strengthen the migration management structures in Europe and within the Partner State, building upon and further strengthening the bilateral relations between Switzerland and Cyprus.
- 2. The Parties shall select Support Measures that contribute to the achievement of the overall objective of the Cooperation Programme and with the exception of Technical Support, contribute to the objective of the Second Swiss Contribution to manage migration and support integration. The Support Measures shall contribute to one of the following specific objectives:
  - a) Strengthening the asylum procedure;
  - b) Strengthening existing or developing new infrastructures for asylum seekers and migrants;
  - c) Strengthening voluntary return and reintegration procedures and preventing irregular secondary migration.
- 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 focus for the Contribution. Therefore, the Parties shall mutually agree on thematic areas to receive support under the Switzerland-Cypriot 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 Cyprus and Switzerland.
- 5. Support Measures shall respect social inclusion and ensure environmental sustainability.
- 6. All actions under the Swiss Cypriot Cooperation Programme shall be implemented in line with the objectives, principles, strategic directions 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 Cyprus of up to CHF 10,000,000 (ten million Swiss francs) with reference to the agreed thematic areas 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 Cypriot Cooperation Programme" and for the "Swiss Expertise and Partnership Fund Migration". The latter shall be funded and administered by Switzerland, with the aim of 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 Cyprus.
- 3. The period of eligibility of expenditures from Support Measures for the first multiannual programme, as defined in Chapter 6 of the Regulations, ends on 3 December 2029, inclusive. Funds not used or not approved for a Support Measure until the end of the period of eligibility of expenditures shall no longer be available to Cyprus.
- 4. Under the Swiss-Cypriot 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. Cyprus shall ensure compliance with applicable rules on state aid and public procurement of the Republic of Cyprus.

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

- 1. Support Measures shall be implemented in accordance with the legal Framework pursuant to Article 2.
- 2. Cyprus 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. Cyprus 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 Structural and Investment 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 Cyprus 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-Cypriot 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. Cyprus 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 - Cypriot 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-Cypriot 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. Cyprus 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 Cypriot Cooperation Programme as well as for its implementation in accordance with this Framework Agreement.
- 2. Switzerland has authorised the Federal Department of Justice and Police, acting through the State Secretariat for Migration (SEM), to act on its behalf for the implementation of the Swiss-Cypriot Cooperation Programme.

### Article 7 - Liability

The responsibility of Switzerland with regard to the Swiss - Cypriot Cooperation Programme is limited to providing funds in accordance with the relevant Support Measure Agreements. No liability to Cyprus, to any public or private 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 including extensions of the validity pursuant to Article 10 paragraph 6.
- 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 1) shall form integral part of this Framework Agreement.
- 2. This Framework Agreement shall enter into force on the day of its signature by the 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 indicating the reason(s) for its decision. 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.
- 6. The validity of this Framework Agreement ends at the same time as the period of eligibility of expenditures, defined in Article 4 paragraph 3.

Signed in Nicosia on November 21, 2025, in two original copies in the English language.

For the Swiss Federal Council

Mr. Hendrick Krauskopf Director of International Affairs State Secretariat for Migration

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For the Government of the Republic of Cyprus

Dr Nicholas A. Ioannides
Deputy Minister of Migration and
International Protection

# **COUNTRY-SPECIFIC SET-UP**

# FRAMEWORK AGREEMENT

between

THE SWISS FEDERAL COUNCIL

and

THE GOVERNMENT OF THE REPUBLIC OF CYPRUS

On

THE IMPLEMENTATION OF THE SECOND SWISS CONTRIBUTION TO SELECTED MEMBER STATES OF THE EUROPEAN UNION TO SUPPORT MEASURES IN THE AREA OF MIGRATION

### 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 Cyprus (hereinafter referred to as "Cyprus") on the implementation of the Second Swiss Contribution to selected Member States of the EU to support measures in the area of migration (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 allocations of the Contribution and the specific rules and procedures agreed between Switzerland and Cyprus, as well as the attribution of responsibilities and tasks to national entities involved in the implementation of the Swiss-Cypriot 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 - Cypriot Cooperation Programme

#### 2.1. National Coordination Unit

Cyprus has authorised the Directorate General Growth, Ministry of Finance to act on its behalf as National Coordination Unit ("NCU") of the Swiss – Cypriot Cooperation Programme.

The Directorate General Growth is one of the two Directorates of the Ministry of Finance of the Republic of Cyprus.

The Permanent Secretary of the Directorate General Growth, Ministry of Finance, is the Head of the National Coordination Unit and he is accountable to the Minister of Finance.

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

The Directorate General Growth, Ministry of Finance is, inter alia:

- the National Coordination Authority for Cohesion Policy and the Managing Authority for the Cohesion Policy Funds and for the European Marine Aquaculture Fund
- the Coordination Authority for the Cyprus Recovery and Resilience Plan
- the National Authority for the implementation of the Erasmus+ and the European Solidarity Corps
- the National Focal Point for the EEA & Norway Grants

### 2.2. Paying Authority

The Paying Authority is the Directorate of Financial Control of European Funds of the Treasury of the Republic of Cyprus.

The Directorate of Financial Control of European Funds is one of the Directorates of the Treasury. The Treasury of the Republic of Cyprus is an independent service in the public sector headed by the Accountant General who is appointed by the President of the Republic of Cyprus.

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

The Paying Authority is, inter alia:

- the Certifying Authority for the Cohesion Policy Funds Programme and the Brexit Adjustment Reserve Programme
- the Central Intermediate Body for administrative verifications of expenditure for the Cohesion Policy Funds programs
- the National Audit and Control Coordinator for the implementation of the Cyprus Recovery and Resilience Plan
- the Competent Authority for controllers' designation for European Territorial programs implemented by Cyprus partners
- Head of the Anti-Fraud Coordination body (AFCOS)

### 2.3. Audit Authority

The Audit Authority is the Internal Audit Service of the Republic of Cyprus.

The Internal Audit Service is an independent Service established by Law.

The Internal Audit Service is headed by the Commissioner of Internal Audit, appointed by the Council of Ministers.

The Internal Audit Service reports to the Internal Audit Board. The Internal Audit Board acts as the conduct between the Council of Ministers and the Internal Audit Service. It comprises of five members and is chaired by the Minister of Finance.

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

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

The Audit Authority is organised into two departments: (a) The Internal Audit Department for Public / Government Services and (b) the Department of Audit of Programmes Co-Funded by the EU. It therefore performs internal audits at Public / Government Services level and acts as Audit Authority of Programmes co-funded by the European Union (EU) and other Financial Mechanisms.

## 3. Parameters of cooperation

### 3.1. Thematic allocation

Specific objective & thematic area	Indicative allocation of the contribution [in CHF millions]	Indicative National financial contribution [in CHF millions]	
Managing migration and support	ing integration		
1. Strengthening existing or developing new infrastructures for asylum seekers and migrants	CHF 2.3		
(i) Reception facilities for migrants			
(ii) Reception facilities for vulnerable mig	grants		
2. Strengthening voluntary return and reintegration procedures and preventing irregular secondary migration.	CHF 7.5	CHF 0.9	
(i) State's and international organisat and reintegration	ions' capacities in the fie	eld of voluntary return	
(ii) Voluntary return and reintegration	Voluntary return and reintegration structures		
(iii) Voluntary return and reintegration	Voluntary return and reintegration programmes		
(iv) Prevention of irregular secondary	Prevention of irregular secondary migration		
3. Technical support	CHF 0.2		
Technical Assistance Fund	CHF 0.15		
Support Measure Preparation Fund	CHF 0.05		
Total allocation	CHF 10		

Any unused balances in all the Support Measures of the Swiss-Cypriot 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-Cypriot 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) Strengthening existing or developing new infrastructures for asylum seekers and migrantsReception facilities for migrants

(ii) Reception facilities for vulnerable migrants

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

Support Measure name	Home for Hope - Shelter for Unaccompanied Children		
Support Measure type	Project		
Objectives	Support the development and operation of two small-capacity housing structures-shelters accommodating 15 to 20 unaccompanied children each.		
Strategic Focus	The project aims to create a supportive environment for eligible unaccompanied children, where these young people can feel a sense of belonging and acceptance, helping them integrate more effectively into society. Additionally, it will develop their soft and interpersonal skills, such as self-empowerment, self-esteem, and awareness of their own competencies and talents. In the long term, the project will foster healthy community networking, offer labor market opportunities for early integration, ensure access to quality living accommodations, and safeguard their inalienable rights into adulthood. The main target group are unaccompanied children. One house will be focusing on the ages of 11 to 14 and the other one on 15 to 17 years old.		
Swiss indicative Commitment	[Amount in Swiss francs]	2,300,000	
Project or Programme Operator	Hope for Children		
Swiss Support Measure Partner(s)	None		
Other specificities related to the Support Measure	N/A		

Directly selected or pre-identified Support Measures

Strengthening voluntary return and reintegration procedures and preventing irregular secondary migration.

(i) State's and international organization's capacities in the field of voluntary return and reintegration

n/a

(ii) Voluntary return and reintegration structures

Directly selected or pre-identified Support Measures

Support Measure name	Assisted Voluntary Return Hub (AVR Hub)		
Support Measure type	Project		
Objectives	The overall goal of the project is to increase the number of voluntary returns from Cyprus.		
Strategic Focus	Provide short-term accommodation for a dignified and safe return to migrants who are unable or unwilling to remain in the host country (Cyprus) and wish to return voluntarily to their countries of origin, by offering to them the perspective of a sustainable reintegration back to their country. A building will be leased to provide accommodation to vulnerable beneficiaries (families, single parent families, elderly (65+), persons with special needs or present any other vulnerability based on a vulnerability assessment that might have been in place before his arrival at the AVR HUB, do not have a proper alternative accommodation environment or other financial resources, medically cleared by relevant authorities against communicable diseases and sub-stance abuse) of the project who could be:		
	(a)Third Country Nationals (TCN), who haven't received final decision yet upon their asylum application or upon their application for the issuance of permanent residence and choose to make use of a voluntary return, through the project.		
	(b) TCN who were offered the right of permaner residence or who are holders of an internation protection status or of subsidiary protection, is choose to voluntarily return to their country of origin		
	(c) TCN who have no legal right anymore to stay in the host county (Cyprus).		
Swiss indicative Commitment	[Amount in Swiss francs] 1,500,000		

Project or Programme Operator	International Organization of Migration (IOM)		
Swiss Support Measure Partner(s)	None		
Other specificities related to the Support Measure	The Support Measure Agreement between the competent authorities, the corresponding Support Measure Implementation Agreement and agreement with IOM may provide for exceptions in favour of IOM from the relevant provisions of the Regulations, including but not limited to payments, procurement, audits/verification, evaluation, reporting and irregularities. Notwithstanding any such exceptions, IOM shall, at a minimum, adhere to its own internal standards, policies, and regulations at all times and strive for compliance with the guidelines and standards of the Joint Inspection Unit (JIU) regarding inspection, evaluation and investigation.		

(iii) Voluntary return and reintegration programmes

n/a

(iv) Prevention of irregular secondary migration

Project	
Implement a holistic and decentralized migrant early integration strategy.	
Implement a sustainable, multilevel, medium-to-long term, Migrant Integration Action Plan (based on multidimensional strategy) with activities that target both migrants and the local population. Design will take place centrally and execution locally. Activities will focus around education (Greek language, up/re skilling), employment (match skills to local needs), housing (match employment to location), health, culture for the migrants and perceptions and prejudices for the local population. Beneficiaries will be:  Asylum seekers pending evaluation (early	

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	integration consisting of Greek language courses and	
	when applicable up/re skilling and job placement)	
	Holders of refugee status	
	Holders of subsidiary protection status	
	Holders of temporary protection status	
	Unaccompanied minors, regardless of status	
Swiss indicative Commitment	[Amount in Swiss francs]	6,000,000
Project or Programme Operator	Deputy Ministry of Migration and International Protection of the Republic of Cyprus in cooperation with the International Organization for Migration (IOM)	
Swiss Support Measure Partner(s)	None	
Other specificities related to the Support Measure	The Support Measure Agreement between the competent authorities, the corresponding Support Measure Implementation Agreement and agreement with IOM may provide for exceptions in favour of IOM from the relevant provisions of the Regulations, including but not limited to payments, procurement, audits/verification, evaluation, reporting and irregularities. Notwithstanding any such exceptions, IOM shall, at a minimum, adhere to its own internal standards, policies, and regulations at all times and strive for compliance with the guidelines and standards of the Joint Inspection Unit (JIU) regarding inspection, evaluation and investigation	
	The indicative national contribution will consist of salaries and other activities of the Deputy Ministry of Migration and International Protection, paid by the government of the Republic of Cyprus with the objectives of achieving the planned results of the Support Measure.	

# 4. Partner State specific rules and procedures

N/A

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