

FRAMEWORK AGREEMENT

between

THE SWISS CONFEDERATION

and

THE REPUBLIC OF POLAND

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 CONFEDERATION (hereinafter referred to as 'Switzerland'),
And

THE REPUBLIC OF POLAND (hereinafter referred to as 'Poland')

hereinafter collectively referred to as the 'Parties', and individually as the 'Party'

- 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 Poland;
- BUILDING upon the successful cooperation between the Parties during Poland's transition process leading to its accession to the EU and within 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 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 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 Poland under this Framework Agreement;

'Country-Specific Set-Up' (Annex) means the thematic and geographical allocations of the Contribution and specific rules agreed between Switzerland and Poland as well as the attribution of responsibilities and tasks to entities involved in the implementation of the Swiss-Polish 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 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 Poland designated to act on its behalf for the implementation of the Swiss-Polish Cooperation Programme;

'Programme' means a coherent set of Programme Components carried out in line with national priorities, policies or strategies of Poland 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;

'Programme Component' means a series of activities carried out with the support of the Contribution, which is aimed at achieving agreed objectives and outcomes for the respective Programme;

'Programme Component Operator' means any public or private sector legal entity whom the Programme Operator entrusts the responsibility for preparing and implementing a Programme Component;

'Programme Operator' means any public or private sector legal entity having responsibility for preparing and managing a Programme;

'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-Polish Cooperation Programme;

'Support Measure' is used as generic term and means a Project, Programme or Technical Support within the framework of the Swiss-Polish Cooperation Programme;

'Support Measure Agreement' means an agreement between the Competent Authorities and, if need be, additional contracting parties, on the implementation of a Support Measure;

'Swiss-Polish 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 Poland.

2. In the event of conflicts or inconsistencies 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-Polish Cooperation Programme is to contribute to the reduction of the economic and social disparities within the EU and within Poland, 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:

- 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 focus for the Contribution. Therefore, the Parties shall mutually agree on a limited number of thematic areas to receive support under the Swiss-Polish 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 Poland and Switzerland.

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

6. All actions under the Swiss-Polish Cooperation Programme shall be implemented in line with the objectives, principles, strategic directions, and 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 Poland of up to CHF 320'100'000 (three hundred twenty million one hundred thousand Swiss francs) with reference to the agreed thematic areas and geographical allocation and according to the indicative allocation defined in the Country-Specific Set-Up.

2. The Contribution in paragraph 1 does not include expenditures by Switzerland on the management costs of the 'Swiss-Polish Cooperation Programme' and on the 'Swiss Expertise and Partnership Fund Cohesion'. The latter is 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 Poland.

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 by this date shall no longer be available to Poland.

4. Under the Swiss-Polish Cooperation Programme, with the exception of the amounts reserved for Swiss management costs and the Swiss Expertise and Partnership Fund Cohesion, 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. Poland 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. Poland 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. Poland 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 Poland 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-Polish 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.

Poland 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-Polish 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-Polish 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. Poland 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-Polish 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-Polish 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-Polish Cooperation Programme is limited to providing funds in accordance with the relevant Support Measure Agreements. No liability to Poland, 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.
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

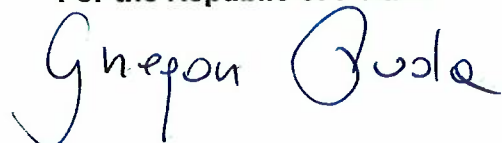
1. The Country-Specific Set-Up (Annex) shall form an integral part of this Framework Agreement.
2. This Framework Agreement shall enter into force, after its signature, on the date of receipt of the last notification confirming the completion by both Parties of their respective approval procedures. It applies until both Parties have fulfilled all their obligations. The Parties shall provisionally apply this Framework Agreement 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 Warsaw on 5 December 2022 in two original copies in the English language.

For the Swiss Confederation



For the Republic of Poland



Annex

COUNTRY-SPECIFIC SET-UP

To the

FRAMEWORK AGREEMENT

between

THE SWISS CONFEDERATION

and

THE REPUBLIC OF POLAND

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**

1. General provisions

- 1.1. This Country-Specific Set-Up is an integral part of the Framework Agreement between the Swiss Confederation (hereinafter referred to as 'Switzerland') and the Republic of Poland (hereinafter referred to as 'Poland') 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 geographical allocations of the Contribution and the specific rules agreed between Switzerland and Poland, as well as the attribution of responsibilities and tasks to entities involved in the implementation of the Swiss-Polish 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 the Regulations shall apply.

2. Roles and responsibilities for the Swiss – Polish Cooperation Programme

2.1. National Coordination Unit

Poland has authorised the Minister of Development Funds and Regional Policy to act on its behalf as National Coordination Unit (NCU) of the Swiss – Polish Cooperation Programme.

The Minister of Development Funds and Regional Policy is a government administration body competent for regional development.

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

2.2. Paying Authority

The Paying Authority is the Minister of Finance.

The Minister of Finance is a government administration body competent for the state budget, public finance and financial institutions. The roles and responsibilities of the Paying Authority are set out in the Regulations.

2.3. Audit Authority

The Audit Authority is the Minister of Finance.

The Minister of Finance is a government administration body competent for the state budget, public finance and financial institutions. The roles and responsibilities of the Audit Authority are set out in the Regulations.

3. Parameters of cooperation

3.1. Thematic allocation

<i>Specific objective & thematic area</i>	<i>Indicative Swiss allocation of the Contribution [in CHF millions]</i>	<i>Indicative National financial contribution [in CHF millions]</i>
1. Promoting economic growth and social dialogue, reducing (youth) unemployment		
(i) Vocational and professional education and training	Thematic area under the DoT / SDC financed / amount not defined	
(ii) Research and innovation	35	6.176 (15 % at overall research program level)
Basic Research	6	0
Applied Research	29	6.176
(iii) Financing for micro, small and medium-sized enterprises	Thematic area under the DoT/ SECO financed / amount not defined	
2. Managing migration and supporting integration. Increasing public safety and security		
(iv) Providing support to migration management and promoting integration measures	Thematic area under the DoT/ SDC financed / amount not defined	
(v) Improving public safety and security	Thematic area under the DoT / SDC financed / amount not defined	
3. Protecting the environment and the climate		
(vi) Energy efficiency and renewable energy	Thematic area under the DoT/ SECO financed / amount not defined	
(vii) Public transport	Thematic area under the DoT/ SECO financed / amount not defined	

(viii) Water and waste-water management	Thematic area under the DoT/ SECO financed / amount not defined	
(ix) Waste management	Thematic area under the DoT/ SECO financed / amount not defined	
(x) Nature conservation and biodiversity	Thematic area under the DoT/ SDC or SECO financed / amount not defined	
4. Strengthening of social systems		
(xi) Health and social protection	Thematic area under the DoT/ SDC financed / amount not defined	
(xii) Minorities and socially disadvantaged groups	Thematic area under the DoT/ SDC financed / amount not defined	
5. Civic Engagement and Transparency		
(xiii) Civic engagement and transparency	Thematic area under the DoT/ SDC financed / amount not defined	
6. Technical Support		
(xiv) Technical Assistance Fund	4.8	N/A
(xv) Support Measure Preparation Fund	1.6	N/A
Polish Swiss Program for Development of Towns (DoT) – SECO financed	177.7	49.182
Polish Swiss Program for Development of Towns (DoT) – SDC financed	101	(15% at overall DoT Programme level)
Total Allocation	320.1	55.358

Any unused balances in all the Support Measures of the Swiss-Polish Cooperation Programme (including from the Technical Support Funds) may be transferred to any

other approved Support Measure, provided the feasibility is ensured 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-Polish Cooperation Programme. For the consequent modification of the Support Measure, Article 4.12 of the Regulations shall apply.

3.2. Geographical allocation

According to Art. 2.7 of the Regulations the less-favored regions shall receive at least 50% of the Contribution. As indicated in the below table, regions from point 1 to point 14 are selected as focus-regions (all NUTS 2 regions with gross domestic product per capita expressed in purchasing power standards, that lies below PL average, based on the initial data of Eurostat for the year 2020).

The geographic allocation will be ensured through the DoT Program.

GDP per capita in PPS	PL=100%
1. Małopolskie	92%
2. Śląskie	99%
3. Zachodniopomorskie	84%
4. Lubuskie	81%
5. Opolskie	79%
6. Kujawsko-Pomorskie	82%
7. Warmińsko-Mazurskie	70%
8. Pomorskie	95%
9. Łódzkie	97%
10. Świętokrzyskie	72%
11. Lubelskie	68%
12. Podkarpackie	69%
13. Podlaskie	73%
14. Mazowiecki regionalny	85%
15. Wielkopolskie	109%
16. Dolnośląskie	111%
17. Warszawski - Stołeczny	220%

3.3. Pre-identified Support Measure

(i) Polish Swiss Programme for Development of Towns (DoT)

Support Measure name	Polish Swiss Programme for Development of Towns (DoT)
Support Measure type	Programme
Objectives	<p>The objective of the Programme is to contribute to the reduction of economic and social disparities within Poland by increasing the quality of life of citizens living in small and medium-sized towns through developing the cities' capacity for strategic planning and improving living conditions via targeted investments.</p> <p>These objectives will be realized through funding activities, which constitute individual response to the identified challenges in different dimensions of the town that serve fulfilling the needs of its inhabitants. Funding activities should as well cover aspects such as transparency, citizen participation, and good governance and accountability.</p>
Strategic Focus	<p>Programme of dedicated support to ca. 15 small and medium-sized cities that are at risk of losing socio-economic functions; to combine the biggest possible impact by answering to and covering well defined needs in different areas of the individual city. The Programme Component for each city needs to have a clear strategy, willingness to systemic change, institutional capacity, substantial volume and convincing objectives.</p>
Swiss indicative Commitment	CHF 278.7 million
Thematic areas	The thematic areas for the DoT Programme will be chosen among the list defined in point 3.1 of this document.
Programme Operator	The Minister of Development Funds and Regional Policy – the NCU – is the Programme Operator.
Swiss Support Measure Partner	The Swiss Support Measure Partner to act as specific counterpart for the Association of Polish Cities during the implementation of the pre-defined Programme Component (see further below) will be defined according to best suit thematic and organisational Programme needs. Selection will

	take place in close consultation with NCU once the Programme details are further specified.
Other specificities related to the Support Measure	<p>The Support Measure Agreement and the Support Measure Proposal shall detail:</p> <ul style="list-style-type: none"> • The scheme, process and timing for the selection for the Programme Components (the beneficiary cities) and sub-components (activities/investments financed per cities), including the eligibility and the financial allocation criteria. • Means to achieve the strengthening of bilateral relations between Switzerland and Poland will be defined in the Support Measure Agreement. • The Programme Components (beneficiary cities) and sub-components (activities/investments financed per cities) are selected through call(s) for proposals by the Programme Operator after the conclusion of the Support Measure Agreement. • The Programme will also include the pre-defined Programme Component operated by the Programme Component Operator – Association of Polish Cities (APC). • The contracts between the NCU/ Programme Operator and the Programme Components Operators (beneficiary cities and APC) are concluded in PLN. The budget set in PLN at the Support Measure Proposal is indicative and the grant amount in CHF is binding.

(ii) Research and innovation

Support Measure Name	Research and Innovation Programme
Support Measure Type	Programme
Objective	The Programme will contribute to further strengthening the research excellence and innovation capacities of Polish research organizations, universities and enterprises (with an emphasis on SMEs as engines of innovation and job creation) by facilitating the research and innovation cooperation with the Swiss and other international partners. The Programme will enhance the relations of the Polish research and

	innovation communities with leading R+I actors in Europe.
Strategic Focus	<p>The Research and Innovation Programme comprises:</p> <p><u>Applied research</u></p> <p>The bilateral instrument of applied research aims at enhancing the quality and performance of applied research in Poland through improved research cooperation between Poland and Switzerland, based on equal partnerships between Swiss and Polish research institutions and enterprises with an emphasis on SMEs as engines of innovation and job creation.</p> <p><u>Basic research / Multilateral Call for Joint Research Projects (MCJRP)</u></p> <p>MCJRP focuses on strengthening the internationalisation of research with a focus on basic research. It will foster sustainable partnerships between persons and institutions in the field of research and innovation.</p> <p>The MCJRP will leverage the successful research projects from the first Swiss contribution through regional research networks as engines of economic growth and innovation.</p>
Swiss indicative commitment	<p>35 million CHF</p> <ul style="list-style-type: none"> ▪ 29 million CHF – Applied Research ▪ 6 million CHF – Basic Research
Programme Operator(s)	<p><i>Applied Research:</i> The National Centre for Research and Development (NCBR) in cooperation with Swiss actor(s) that will be identified during the preparation of the Support Measure.</p> <p><i>Basic Research:</i> The Swiss National Science Foundation (SNSF) in cooperation with the Polish partner that will be identified during the preparation of the Support Measure.</p> <p>Details of cooperation will be described in the Support Measure Agreement.</p>
Swiss Support Measure Partner(s)	Swiss research institutions and agencies

<p>Other specificities related to the Support Measure</p>	<p><i>Applied Research:</i> The contracts between the Programme Operator and the Programme Component Operators (beneficiaries) are concluded in PLN. The budget set in PLN at the Support Measure Proposal is indicative and the grant amount in CHF is binding.</p> <p><i>Basic research:</i> The Programme Operator will be the Swiss National Science Foundation (SNSF);</p> <ul style="list-style-type: none"> ▪ Joint research projects will be selected and managed according to established SNSF procedures and systems. ▪ Specific rules, deviating from the Regulations e.g. on selection, financial flows (including direct transfers from the SDC to the SNSF), audit and reporting may be applied and further defined in the Support Measure Agreement.
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4. Specific rules and procedures for Poland

Switzerland and Poland agree that the following articles of the Regulations will be amended in the respective Support Measure Agreements, in the following way, in order to cope with the particularities of each Support Measure.

4.1. Derogations from the Regulations applicable for the whole Swiss- Polish Cooperation Programme:

(i) *The following paragraph replaces Art 4.11 Paragraph 2 of the Regulations (composition of the Support Measure Steering Committee):*

In general, the Support Measure Steering Committee shall be composed of the following members:

- a) the NCU/Programme Operator as Chair;
- b) if applicable, the Intermediate Body as Deputy Chair;
- c) the NCU/Programme Operator as Secretary;
- d) the SCO;
- e) if appropriate, any other thematically relevant entity from Poland and/or from Switzerland.

(ii) *The following paragraph replaces Art 4.11 Paragraph 3 of the Regulations (Support Measure Steering Committee - voting rights):*

The exact composition of the Support Measure Steering Committee and the voting rights of its members shall be defined in the relevant Support Measure Agreement, taking into account that:

- a) the NCU/Programme Operator shall have the right to vote;
- b) the SCO shall have the right to vote;
- c) the NCU and the SCO shall the right to veto any decision taken by the Support Measure Steering Committee.

(iii) *The following paragraph replaces Art 7.2 of the Regulations (Role of Switzerland):*

1. During the approval procedure for Support Measures as stipulated in Article 4.7 and, where applicable, during the subsequent approval procedure for Programme Components and amendments to Support Measures resulting in additional procurements, having in mind the mitigation of occurrence of irregularities, Switzerland will select a limited and well justified number of public procurements for which:

- a) Switzerland requests a copy of relevant parts of the tender documents (including draft contracts) for non-objection prior to the commencement of the procurement procedure. For such cases, the NCU shall notify SCO 30 days in advance about the exact date of submission and nature of the tender document. The NCU shall submit the relevant parts of tender documents to the SCO for an assessment to be completed within 10 working days. As a result of this assessment, Switzerland may recommend adjustments to the tender documents. These recommendations may be taken into account and the SCO shall be informed accordingly;

- b) a notice with basic information on the tender, based on the template provided by Switzerland, is requested for the announcement of the tender in Switzerland. The notice shall be submitted to the SCO no later than five working days before publication of the tender in order to allow an announcement of the tender in Switzerland shortly after the announcement of the tender in the Partner State;
- c) Switzerland requests an English translation of the tender documents to be made available to bidders.

In its selection, Switzerland will focus on public procurements above 500'000 CHF, but could also include smaller public procurements for studies to be financed under the Support Measure Preparation Fund.

2. The SCO, or any third party appointed by it, shall have the right to participate in any tender evaluation committee meeting as an observer. The NCU shall announce to Switzerland the dates of the tender evaluation committee meetings no later than five working days prior to the meetings.
3. The SCO shall have the right to request a copy of the evaluation report and of all or parts of concluded contracts. The requested documents shall be submitted at the latest 20 working days after the request.
4. The NCU shall ensure that records of all procurement procedures are retained in accordance with the law of the Partner State. The NCU shall provide any and all information pertaining to the awarding procedures, in addition to the documents listed above, which Switzerland may reasonably request.

(iv) The following paragraph replaces Art 8.3 Paragraph 1 of the Regulations:

1. In exceptional cases, e.g., for Support Measures benefiting institutions with serious limitations for pre-financing, or for activities performed by Swiss Support Measure Partners, Switzerland may notwithstanding Article 8.1 paragraph 2, pre-finance or reimburse advance payments made by the Partner State to Executing Agencies. Such advance payments were to be agreed in the relevant Support Measure Agreement and subject to paragraphs 2 and 3 and to the provision of sufficient proof for the execution of the advance payment by the Partner State and to the provision of the Partner State's co-financing in accordance with the respective Support Measure Agreement.

4.2. Derogations from the regulations applicable only for the Polish Swiss Program for Development of Towns (DoT)

(i) The following paragraph replaces Art 4.4 of the Regulations (stakeholder consultations):

1. Relevant stakeholders shall be consulted regarding the Programme Component (excluding the Pre-defined Programme Component of the Association of Polish Cities). The stakeholder consultation is part of the Programme Component preparation process.
2. The purpose of the stakeholder consultation is to allow stakeholders to
 - a) assess the relevance, feasibility and inclusiveness, and
 - b) make recommendations for their improvement.

3. The stakeholder consultation shall be based on a meaningful participation by the main stakeholders, such as relevant national, regional and local authorities, academic institutions, civil society and private sector organisations.
4. The results of the stakeholder consultations shall be an integral part of the Programme Component.