



HRVATSKI SABOR

KLASA: 022-02/23-01/25

URBROJ: 65-23-02

Zagreb, 27. travnja 2023.

P.Z. br. 481

**ZASTUPNICAMA I ZASTUPNICIMA
HRVATSKOGA SABORA**

**PREDSJEDNICAMA I PREDSJEDNICIMA
RADNIH TIJELA**

Na temelju članaka 178. i 192., a u vezi s člankom 207.a Poslovnika Hrvatskoga sabora u prilogu upućujem *Konačni prijedlog zakona o potvrđivanju Okvirnog sporazuma između Vlade Republike Hrvatske i Švicarskog saveznog vijeća o provedbi drugog Švicarskog doprinosa odabranim državama članicama Europske unije za smanjenje ekonomskih i socijalnih nejednakosti unutar Europske unije*, koji je predsjedniku Hrvatskoga sabora podnijela Vlada Republike Hrvatske, aktom od 27. travnja 2023. godine.

Za svoje predstavnike, koji će u njezino ime sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila ministra regionalnoga razvoja i fondova Europske unije Šimu Erlića i državnu tajnicu Spomenku Đurić.

PREDSJEDNIK

Gordan Jandroković



VLADA REPUBLIKE HRVATSKE

KLASA: 022-03/22-11/48
URBROJ: 50301-05/16-23-7

Zagreb, 27. travnja 2023.

PREDSJEDNIKU HRVATSKOGA SABORA

PREDMET: Konačni prijedlog zakona o potvrđivanju Okvirnog sporazuma između Vlade Republike Hrvatske i Švicarskog saveznog vijeća o provedbi drugog Švicarskog doprinosa odabranim državama članicama Europske unije za smanjenje ekonomskih i socijalnih nejednakosti unutar Europske unije

Na temelju članka 85. Ustava Republike Hrvatske („Narodne novine“, br. 85/10. – pročišćeni tekst i 5/14. – Odluka Ustavnog suda Republike Hrvatske) i članka 207.a Poslovnika Hrvatskoga sabora („Narodne novine“, br. 81/13., 113/16., 69/17., 29/18., 53/20., 119/20. – Odluka Ustavnog suda Republike Hrvatske i 123/20.), Vlada Republike Hrvatske podnosi Konačni prijedlog zakona o potvrđivanju Okvirnog sporazuma između Vlade Republike Hrvatske i Švicarskog saveznog vijeća o provedbi drugog Švicarskog doprinosa odabranim državama članicama Europske unije za smanjenje ekonomskih i socijalnih nejednakosti unutar Europske unije.

Za svoje predstavnike, koji će u njezino ime sudjelovati u radu Hrvatskoga sabora i njegovih radnih tijela, Vlada je odredila ministra regionalnoga razvoja i fondova Europske unije Šimu Erlića i državnu tajnicu Spomenku Đurić.


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PREDSJEDNIK
mr. sc. Andrej Plenković

KONAČNI PRIJEDLOG ZAKONA
O POTVRĐIVANJU OKVIRNOG SPORAZUMA IZMEĐU VLADE REPUBLIKE
HRVATSKE I ŠVICARSKOG SAVEZNOG VIJEĆA O PROVEDBI DRUGOG
ŠVICARSKOG DOPRINOSA ODABRANIM DRŽAVAMA ČLANICAMA EUROPSKE
UNIJE ZA SMANJENJE EKONOMSKIH I SOCIJALNIH NEJEDNAKOSTI
UNUTAR EUROPSKE UNIJE

KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU OKVIRNOG SPORAZUMA IZMEĐU VLADE REPUBLIKE HRVATSKE I ŠVICARSKOG SAVEZNOG VIJEĆA O PROVEDBI DRUGOG ŠVICARSKOG DOPRINOSA ODABRANIM DRŽAVAMA ČLANICAMA EUROPSKE UNIJE ZA SMANJENJE EKONOMSKIH I SOCIJALNIH NEJEDNAKOSTI UNUTAR EUROPSKE UNIJE

I. USTAVNA OSNOVA ZA DONOŠENJE ZAKONA

Ustavna osnova za donošenje Zakona o potvrđivanju Okvirnog sporazuma između Vlade Republike Hrvatske i Švicarskog saveznog vijeća o provedbi drugog Švicarskog doprinosa odabranim državama članicama Europske unije za smanjenje ekonomskih i socijalnih nejednakosti unutar Europske unije (u daljnjem tekstu: Okvirni sporazum) sadržana je u članku 140. stavku 1. Ustava Republike Hrvatske („Narodne novine“, br. 85/10. – pročišćeni tekst i 5/14. – Odluka Ustavnog suda Republike Hrvatske).

II. OCJENA STANJA I CILJ KOJI SE DONOŠENJEM ZAKONA ŽELI POSTIĆI

Temeljem Memoranduma o suglasnosti između Vijeća Europske unije i Švicarskog saveznog vijeća (u daljnjem tekstu: Memorandum o suglasnosti) od 27. veljače 2006. te Saveznog zakona o suradnji s istočnoeuropskim državama od 24. ožujka 2006., Švicarska Konfederacija uspostavila je financijski mehanizam Švicarskog doprinosa procesu proširenja Europske unije s ciljem smanjivanja ekonomskih i socijalnih nejednakosti na području Europske unije. Financijski mehanizam predstavlja također temelj za čvrste gospodarske i političke odnose Švicarske Konfederacije s državama korisnicama.

Po pristupanju Republike Hrvatske Europskoj uniji 1. srpnja 2013., a temeljem sklopljenog Dodatka Memorandumu o suglasnosti od 2. svibnja 2014., Švicarska Konfederacija povećala je svoj doprinos smanjenju ekonomskih i socijalnih nejednakosti unutar proširene Europske unije dodatnim doprinosom Republici Hrvatskoj u iznosu 42,7 milijuna CHF. Detalji provedbe Švicarskog doprinosa u Republici Hrvatskoj utvrđeni su Okvirnim sporazumom između Švicarskog saveznog vijeća i Vlade Republike Hrvatske o provedbi Švicarsko-hrvatskog programa suradnje na smanjenju ekonomskih i socijalnih nejednakosti unutar proširene Europske unije („Narodne novine – Međunarodni ugovori“, broj 6/16.), potpisanim u Zagrebu 30. lipnja 2015. i koji je stupio na snagu 9. siječnja 2017.

Sukladno Okvirnom sporazumu između Švicarskog saveznog vijeća i Vlade Republike Hrvatske o provedbi Švicarsko-hrvatskog programa suradnje na smanjenju ekonomskih i socijalnih nejednakosti unutar proširene Europske unije iz 2015. godine u Republici Hrvatskoj se provodi ukupno 11 projekata. To su projekti razminiranja i socijalno-ekonomske integracije žrtava mina, poboljšanja sustava vodoopskrbe i odvodnje u Gorskom kotaru, suradnje u znanstveno-istraživačkim projektima, modernizacije strukovnog obrazovanja, jačanja malog i srednjeg poduzetništva te gospodarske i socijalne kohezije civilnog društva, koji također uključuju bilateralnu suradnju hrvatskih i švicarskih organizacija. Provedbeno razdoblje projekata traje do prosinca 2024. godine.

Dana 28. rujna 2018. Švicarsko savezno vijeće donijelo je odluku o usvajanju drugog Švicarskog doprinosa za desetogodišnje razdoblje od 2019. do 2029. godine u području kohezije i migracija odabranim državama članicama Europske unije (u daljnjem tekstu: drugi Švicarski doprinos), što je Švicarski parlament odobrio 30. rujna 2021.

Dana 30. lipnja 2022. potpisan je Memorandum o suglasnosti između Europske unije i Švicarske Konfederacije o Švicarskom doprinosu smanjenju ekonomskih i socijalnih nejednakosti i za suradnju u području migracija u Europskoj između Europske komisije i Švicarskog saveznog vijeća.

Ukupna financijska alokacija drugog Švicarskog doprinosa iznosi 1,302 milijarde CHF, od kojih je 1,102 milijarde CHF namijenjeno za područje kohezije, a 200 milijuna CHF za područje migracija. Sredstva iz drugog Švicarskog doprinosa na raspolaganju su 13 država članica Europske unije koje su se pridružile Europskoj uniji nakon 2004. godine, a to su Bugarska, Estonija, Litva, Latvija, Malta, Poljska, Rumunjska, Slovačka, Slovenija, Češka, Mađarska, Cipar i Hrvatska. Od ukupne financijske alokacije drugog Švicarskog doprinosa Republici Hrvatskoj je namijenjeno 45,70 milijuna CHF.

Odredbama Memoranduma o suglasnosti o drugom Švicarskom doprinosu uspostavljeni su opći uvjeti korištenja financijskog mehanizma dok su detalji suradnje i tematska područja predmet bilateralnih pregovora u okviru Okvirnog sporazuma između Švicarske Konfederacije i Republike Hrvatske.

Saveznim zakonom, Memorandumom o suglasnosti o drugom Švicarskom doprinosu i njegovim Dodatkom uspostavljeni su opći uvjeti korištenja financijskog mehanizma, dok su detalji suradnje i tematska težišta predmet Okvirnog sporazuma između Švicarske Konfederacije i Republike Hrvatske.

Vlada Republike Hrvatske je 8. rujna 2022. donijela je Odluku o pokretanju postupka za sklapanje Okvirnog sporazuma između Vlade Republike Hrvatske i Švicarskog saveznog vijeća o provedbi Drugog švicarskog doprinosa odabranim državama članicama Europske unije za smanjenje ekonomskih i socijalnih nejednakosti unutar Europske unije (KLASA: 022-03/22-11/48, URBROJ: 50301-05/16-22-2).

Okvirni sporazum potpisali su tadašnja ministrica regionalnoga razvoja Nataša Tramišak i veleposlanik Švicarske Konfederacije u Republici Hrvatskoj, Urs Hammer, 18. listopada 2022. u Zagrebu.

Švicarska Konfederacija je obavijestila Republiku Hrvatsku putem note Veleposlanstva Švicarske Konfederacije 7. prosinca 2022. da je okončala unutarnji pravni postupak potreban za stupanje na snagu Okvirnog sporazuma. Sukladno članku 10. stavku 2. samog Okvirnog sporazuma, isti stupa na snagu datumom kasnije obavijesti kojom se potvrđuje da su obje stranke okončale svoje postupke odobrenja, odnosno stupit će na snagu kada Republika Hrvatska obavijesti Švicarsku Konfederaciju o okončanju svoga postupka odobrenja.

Okvirni sporazum se primjenjuje privremeno od datuma njegova potpisivanja do njegova stupanja na snagu.

Razdoblje prihvatljivosti troškova iz mjera potpore, sukladno članku 4. Okvirnog sporazuma, završava uključivo 3. prosinca 2029.

Okvirnim sporazumom određuju se uvjeti potrebni za isporuku pomoći Švicarske Konfederacije, utvrđuju se tematska i geografska raspodjela doprinosa i posebna dogovorena pravila, kao i raspodjela odgovornosti i zadaća tijela uključenih u provedbu.

Okvirnim sporazumom pomoć Republici Hrvatskoj u okviru doprinosa usmjerena je na (i) promicanje gospodarskog rasta i socijalnog dijaloga, smanjenje nezaposlenosti (mladih); (ii) zaštitu okoliša i klime; (iii) jačanje socijalnih sustava i (iv) civilno društvo i transparentnost.

Švicarski doprinos u Republici Hrvatskoj provodi se sukladno odredbama predmetnog Okvirnog sporazuma, što podrazumijeva da institucije nadležne za upravljanje doprinosom raspolažu potrebnim sredstvima. Koordinacija financijskog mehanizma u Republici Hrvatskoj te praćenje projekata financiranih sredstvima doprinosa obavlja Sektor za EU programe i međunarodne financijske mehanizme, Uprava za strateško planiranje i koordinaciju fondova EU pri Ministarstvu regionalnoga razvoja i fondova Europske unije, u ulozi Nacionalne koordinacijske jedinice dok je za poslove financijskog upravljanja zadužena Državna riznica Ministarstva financija.

Okvirni sporazum ne zahtijeva donošenje novih ili izmjenu postojećih zakona, ali financijski obvezuje Republiku Hrvatsku, te podliježe potvrđivanju sukladno članku 18. Zakona o sklapanju i izvršavanju međunarodnih ugovora („Narodne novine“, broj 28/96.).

III. OSNOVNA PITANJA KOJA SE PREDLAŽU UREDITI ZAKONOM

Ovim se Zakonom potvrđuje Okvirni sporazum kako bi njegove odredbe u skladu s člankom 141. Ustava Republike Hrvatske postale dio unutarnjeg pravnog poretka Republike Hrvatske.

Okvirni sporazum predstavlja pravnu osnovu za povlačenje i bespovratno korištenje financijskih sredstava u okviru Švicarskog doprinosa u Republici Hrvatskoj. Okvirnim sporazumom uređuju se uvjeti potrebni za isporuku pomoći Švicarske Konfederacije, pravila i postupci u vezi s isplatom vezanom uz ovu pomoć, kao i uvjeti pod kojima će se tom pomoći upravljati.

Okvirni sporazum u okviru Dodatka „Specifične postavke zemlje korisnice“ određuje tematska i geografska područja ulaganja Švicarskog doprinosa u Republici Hrvatskoj, specifična pravila države vezana uz provedbu te uloge i odgovornosti tijela uključenih u provedbu drugog Švicarskog doprinosa u Republici Hrvatskoj.

Okvirni sporazum sadrži referencu na Uredbu o provedbi drugog Švicarskog doprinosa odabranim državama članicama Europske unije za smanjenje ekonomskih i socijalnih nejednakosti unutar Europske unije, kojom se određuju pravila i postupci vezani uz provedbu Švicarskog doprinosa.

IV. OCJENA SREDSTAVA POTREBNIH ZA PROVEDBU ZAKONA

Provedba ovoga Zakona zahtijevat će dodatna financijska sredstva iz državnog proračuna Republike Hrvatske u svrhu sufinanciranja programa i projekata čija provedba proizlazi iz Okvirnog sporazuma.

Sukladno članku 4. stavku 1. Okvirnog sporazuma ukupna vrijednost drugog Švicarskog doprinosa namijenjenog Republici Hrvatskoj iznosi 45,70 milijuna CHF. Sredstva će biti dodijeljena u skladu s indikativnom raspodjelom sredstava definiranom u Dodatku Okvirnog sporazuma, „Specifične postavke zemlje korisnice“. Okvirni sporazum ne precizira udio nacionalnog sufinanciranja u programima i projektima koji se financiraju iz drugog Švicarskog doprinosa. Sukladno članku 4. stavku 5. točki a) Okvirnog sporazuma projekti ili programi koji primaju dodatna financijska sredstva u obliku proračunskih sredstava iz nacionalnih, regionalnih ili lokalnih izvora, švicarski doprinos neće prelaziti 85% ukupnih prihvatljivih troškova.

Temeljem navedene odredbe procijenjena ukupna vrijednost drugog Švicarskog doprinosa iznosi 45,93 milijuna eura.¹ Vrijednost procijenjenog nacionalnog sufinanciranja iznosi 7,33 milijuna eura, a koje će u svojim proračunima osigurati tijela državne uprave i korisničke institucije navedene u Dodatku Okvirnog sporazuma, „Specifične postavke zemlje korisnice“. Točni iznosi financiranja pojedinog programa ili projekta bit će određeni u ugovorima o financiranju istih.

Troškovi sufinanciranja ulazit će u redovna proračunska sredstva nadležnih tijela državne uprave i korisničkih institucija. Sva potrebna sredstva koja će se planirati u državnom proračunu Republike Hrvatske za potrebe nacionalnog sufinanciranja, osigurat će se unutar limita tijela državne uprave u skladu s dinamikom provedbe projekata u razdoblju do 2029. godine.

V. ZAKONI KOJIMA SE POTVRĐUJU MEĐUNARODNI UGOVORI

Temelj za donošenje ovoga Zakona nalazi se u članku 207.a Poslovnika Hrvatskoga sabora („Narodne novine“, br. 81/13., 113/16., 69/17., 29/18., 53/20., 119/20. - Odluka Ustavnog suda Republike Hrvatske i 123/20.), prema kojem se zakoni kojima se, u skladu s Ustavom Republike Hrvatske, potvrđuju međunarodni ugovori donose u pravilu u jednom čitanju, a postupak donošenja pokreće se podnošenjem konačnog prijedloga zakona o potvrđivanju međunarodnog ugovora.

S obzirom na prirodu postupka potvrđivanja međunarodnih ugovora, kojim država i formalno izražava spremnost biti vezana već sklopljenim međunarodnim ugovorom, kao i na činjenicu da se u ovoj fazi postupka, u pravilu, ne može mijenjati ili dopunjavati tekst međunarodnog ugovora, predlaže se ovaj Konačni prijedlog zakona raspraviti i prihvatiti u jednom čitanju.

¹ Prilikom preračunavanja iznosa švicarskih franaka u eure korišten je srednji tečaj 1,0051 HNB-a na dan 16. siječnja 2023.

**KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU OKVIRNOG SPORAZUMA
IZMEĐU VLADE REPUBLIKE HRVATSKE I ŠVICARSKOG SAVEZNOG VIJEĆA O
PROVEDBI DRUGOG ŠVICARSKOG DOPRINOSA ODABRANIM DRŽAVAMA
ČLANICAMA EUROPSKE UNIJE ZA SMANJENJE EKONOMSKIH I SOCIJALNIH
NEJEDNAKOSTI UNUTAR EUROPSKE UNIJE**

Članak 1.

Potvrđuje se Okvirni sporazum između Vlade Republike Hrvatske i Švicarskog saveznog vijeća o provedbi drugog Švicarskog doprinosa odabranim državama članicama Europske unije za smanjenje ekonomskih i socijalnih nejednakosti unutar Europske unije, potpisan u Zagrebu 18. listopada 2022. u izvorniku na engleskom jeziku.

Članak 2.

Tekst Okvirnog sporazuma iz članka 1. ovoga Zakona, u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik, glasi:

OKVIRNI SPORAZUM

između

VLADE REPUBLIKE HRVATSKE

i

ŠVICARSKOG SAVEZNOG VIJEĆA

o

**PROVEDBI DRUGOG ŠVICARSKOG DOPRINOSA
ODABRANIM DRŽAVAMA ČLANICAMA EUROPSKE
UNIJE ZA SMANJENJE EKONOMSKIH I SOCIJALNIH
NEJEDNAKOSTI UNUTAR EUROPSKE UNIJE**

VLADA REPUBLIKE HRVATSKE (dalje u tekstu „Hrvatska“)

i

ŠVICARSKO SAVEZNO VIJEĆE (dalje u tekstu „Švicarska“),

dalje u tekstu zajednički „stranke” i pojedinačno „stranka”

- UZIMAJUĆI U OBZIR solidarnost Švicarske s naporima Europske unije (EU) da smanji ekonomske i socijalne nejednakosti unutar EU-a;
- OPREDIJELJENI na daljnje smanjenje ekonomskih i socijalnih nejednakosti unutar EU-a i unutar Hrvatske;
- NADOGRADUJUĆI uspješnu suradnju između stranaka tijekom tranzicijskog procesa Hrvatske koji je doveo do njezinog pristupanja EU-u i okviru Švicarskog doprinosa proširenoj EU-u;
- DIJELEĆI I PROMIČUĆI temeljne vrijednosti demokracije, vladavine prava i političkog pluralizma;
- POŠTUJUĆI I ŠTITEĆI ljudska prava, ljudsko dostojanstvo i temeljne slobode;
- POZIVAJUĆI SE na ciljeve održivog razvoja Ujedinjenih naroda;
- IMAJUĆI U VIDU prijateljske odnose između stranaka;
- ŽELEĆI dodatno osnažiti te odnose i omogućiti plodnu suradnju između stranaka;
- POZIVAJUĆI SE na „Memorandum o suglasnosti između Europske unije i Švicarske o doprinosu Švicarske smanjenju ekonomskih i socijalnih nejednakosti i suradnji u području migracija u Europskoj uniji” potpisan dana 30. lipnja 2022. u ukupnom iznosu od 1.302.000.000 CHF (milijardu i tristo dva milijuna švicarskih franaka) odabranim državama članicama EU-a za suradnju u područjima kohezije i migracija (dalje u tekstu „drugi Švicarski doprinos”);
- UZIMAJUĆI U OBZIR suradnju u području migracija u iznosu do 200.000.000 CHF (dvjesto milijuna švicarskih franaka) u okviru drugog Švicarskog doprinosa;
- UVAŽAVAJUĆI suradnju u području kohezije u iznosu do 1.102.000.000 CHF (milijarda i sto dva milijuna švicarskih franaka) u okviru drugog Švicarskog doprinosa;

sporazumjeli su se kako slijedi:

Članak 1. – Definicije

Za potrebe ovog Okvirnog sporazuma:

„Doprinos” znači maksimalni bespovratni financijski doprinos koji je Hrvatskoj dodijeljen od strane Švicarske prema ovom Okvirnom sporazumu;

„Specifične postavke zemlje korisnice” (Dodatak) znači tematska i geografska podjela doprinosa i posebna pravila dogovorenih između Švicarske i Hrvatske kao i dodjela odgovornosti i zadaća tijelima uključenim u provedbu Švicarsko-hrvatskog programa suradnje i mjera potpore;

„Memorandum o suglasnosti” znači „Memorandum o suglasnosti između Europske unije i Švicarske o doprinosu Švicarske smanjenju ekonomskih i socijalnih nejednakosti i suradnji u području migracija u Europskoj uniji” potpisan dana 30. lipnja 2022. u ukupnom iznosu od 1.302.000.000 CHF (milijardu i tristo dva milijuna švicarskih franaka) odabranim državama članicama EU-a za suradnju u područjima kohezije i migracija;

„Nacionalna koordinacijska jedinica” znači nacionalno javno tijelo Hrvatske određeno da djeluje u njezino ime za provedbu Švicarsko-hrvatskog programa suradnje;

„Program” znači koherentan skup programskih komponenti koje se provode u skladu s nacionalnim prioritetima, politikama ili strategijama Hrvatske uz potporu doprinosa koji se sastoji od jedinstvenog sveobuhvatnog provedbenog i proračunskog okvira s općim ciljevima. Program može biti popraćen političkim dijalogom;

„Projekt” znači nedjeljiv niz aktivnosti koje se provode uz potporu doprinosa, a koje su usmjerene na postizanje dogovorenih ciljeva i ishoda te nisu dio programa;

„Uredba” znači Uredba o provedbi drugog Švicarskog doprinosa u području kohezije koju izdaje Švicarska i koja sadrži opća pravila i postupke za provedbu Švicarsko-hrvatskog programa suradnje;

„Mjera potpore” upotrebljava se kao generički pojam i znači poseban projekt, program ili tehničku potporu u okviru Švicarsko-hrvatskog programa suradnje;

„Sporazum o mjeri potpore” znači sporazum između stranaka, i ako je potrebno dodatnih ugovornih stranaka, o provedbi mjere potpore;

„Švicarsko-hrvatski program suradnje” znači dvostrani program za provedbu ovog Okvirnog sporazuma;

„Tehnička potpora” znači dio doprinosa koji se pruža prema programu suradnje za pripremu mjera potpore te za učinkovitu i djelotvornu provedbu programa suradnje.

Članak 2. – Pravni okvir

1. Ovaj Okvirni sporazum, zajedno sa sljedećim dokumentima, čini pravni okvir za provedbu drugog Švicarskog doprinosa u području kohezije:

- a) Uredba i njezine naknadne izmjene i dopune;
- b) sporazumi o mjerama potpore ili drugi sporazumi između stranaka koji proizlaze iz Okvirnog sporazuma; i
- c) svi operativni postupci ili smjernice koje je Švicarska usvojila nakon savjetovanja s Hrvatskom.

2. U slučaju proturječja ili nedosljednosti između odredaba ovih instrumenata, primjenjuje se prethodno navedeni redoslijed prvenstva.

Članak 3. – Ciljevi i načela

1. Opći je cilj Švicarsko-hrvatskog programa suradnje doprinijeti smanjenju ekonomskih i socijalnih nejednakosti unutar EU-a i unutar Hrvatske, nadograđujući i dodatno osnažujući dvostrane odnose između Švicarske i EU-a i njezinih država članica.

2. Stranke odabiru mjere potpore koje pridonose postizanju općeg cilja i koje, uz izuzetak tehničke potpore, pridonose najmanje jednom od pet ciljeva drugog Švicarskog doprinosa, koji su:

- a) promicanje gospodarskog rasta i socijalnog dijaloga, smanjenje nezaposlenosti (mladih);
- b) upravljanje migracijama i podrška integraciji, Povećanje javne sigurnosti i zaštite;
- c) zaštita okoliša i klime;
- d) jačanje socijalnih sustava;
- e) civilno društvo i transparentnost.

3. Mjere potpore, uz izuzetak tehničke potpore i ako se stranke drukčije ne dogovore, dodjeljuju se barem jednom tematskom području suradnje, kako je utvrđeno u Uredbi. Stranke postižu tematski fokus doprinosa. Stoga se stranke međusobno dogovaraju o ograničenom broju tematskih područja koja će primiti potporu prema Švicarsko-hrvatskom programu suradnje, kako je utvrđeno u Specifičnim postavkama zemlje korisnice.

4. Stranke potiču partnerstva i razmjenu stručnog znanja između sudionika iz Hrvatske i Švicarske.

5. Mjere potpore poštuju društvenu uključenost i osiguravaju održivost okoliša.

6. Sve aktivnosti prema Švicarsko-hrvatskom programu suradnje provode se u skladu s ciljevima, načelima, strateškim smjerovima te geografskim i tematskim fokusima kako je navedeno u Specifičnim postavkama zemlje korisnice i Uredbi.

Članak 4. – Financijski okvir

1. Švicarska je suglasna Hrvatskoj dodijeliti doprinos u iznosu do 45.700.000 CHF (četrdeset pet milijuna i sedam stotina tisuća švicarskih franaka) u odnosu na dogovorena tematska područja i geografsku raspodjelu te u skladu s indikativnom raspodjelom definiranom u Specifičnim postavkama zemlje korisnice.

2. Doprinos iz stavka 1. ne uključuje izdatke Švicarske za troškove upravljanja „Švicarsko-hrvatskim programom suradnje” i „Kohezijskim fondom za stručnost i partnerstvo Švicarske”. Potonji je fond kojim upravlja Švicarska s ciljem da švicarsko stručno znanje bude dostupno odabranim državama članicama EU-a, osiguravajući kvalitetu i održivost mjera potpore, jačajući bilateralne odnose i potičući partnerstva između Švicarske i Hrvatske.

3. Razdoblje prihvatljivosti troškova iz mjera potpore, kako je određeno u poglavlju 6. Uredbe, završava uključivo 3. prosinca 2029. Sredstva koja nisu iskorištena do tog datuma više neće biti dostupna Hrvatskoj.

4. Prema Švicarsko-hrvatskog programa suradnje, osim iznosa rezerviranih za troškove upravljanja u Švicarskoj i Kohezijskog fonda za stručnost i partnerstvo Švicarske, doprinos bi se trebao osigurati u obliku bespovratnih sredstava ili koncesijskih financijskih sredstava kao što su kreditne linije, jamstveni programi, vlasnički kapital, sudjelovanje u dugu i zajmovi.

5. Financiranje iz doprinosa ne smije prelaziti 60 % prihvatljivih troškova iz mjere potpore, osim za:

- a) projekte ili programe koji primaju dodatna financijska sredstva u obliku proračunskih sredstava od nacionalnih, regionalnih ili lokalnih tijela, u kojem slučaju financiranje iz doprinosa ne smije prelaziti 85% ukupnih prihvatljivih troškova;
- b) projekte ili programe koje provode nevladine organizacije, a koji se mogu financirati u iznosu većem od 60% ili u cijelosti iz doprinosa;
- c) tehničku potporu, koja se može financirati u mjeri većoj od 60% ili u cijelosti iz doprinosa;
- d) mjere potpore u obliku kreditnih linija, jamstvenih programa, vlasničkog kapitala i sudjelovanja u dugu te zajmova privatnom sektoru, koji se mogu financirati u iznosu većem od 60% ili čak u cijelosti iz doprinosa.

6. Hrvatska osigurava usklađenost s primjenjivim pravilima o državnim potporama i javnoj nabavi.

Članak 5. – Načela mjera potpore

1. Mjere potpore provode se u skladu s pravnim okvirom prema članku 2.

2. Hrvatska je odgovorna za određivanje mjera potpore, koje su:

- a) relevantne i u skladu s nacionalnim prioritetima;
- b) djelotvorne u rješavanju određenih potreba;
- c) izvedive i učinkovite za provedbu;
- d) očekivanog utjecaja;
- e) osmišljene kako bi stvorile održive koristi.

3. Hrvatska je dužna izbjegavati svako dupliciranje i/ili preklapanje s bilo kojim dijelom mjere potpore koji prima potporu iz bilo kojeg drugog strukturnog i/ili kohezijskog fonda, kao što su Europski fondovi, Financijski mehanizam Europskog gospodarskog prostora ili Norveški financijski mehanizam, ovisno o slučaju.

4. Svaku mjeru potpore najprije odobrava Hrvatska, a zatim Švicarska.

5. Svaka mjera potpore podliježe Sporazumu o mjeri potpore.

6. Stranke pridaju veliku važnost praćenju, ocjeni i reviziji mjera potpore i doprinosa. Svaka stranka bez odgode prosljeđuje sve korisne informacije koje zatraži druga stranka. Stranke osiguravaju učinkovitu koordinaciju i praćenje Švicarsko-hrvatskog programa suradnje.

7. Švicarska ili bilo koja treća strana imenovana da djeluje u njezino ime ima pravo posjeta, praćenja, pregleda, revizije i ocjene svih aktivnosti i postupaka vezanih uz provedbu mjera potpore, ako to Švicarska smatra prikladnim. Hrvatska je dužna osigurati sve informacije, pomoć i dokumentaciju koji mogu biti zatraženi ili korisni kako bi se Švicarskoj omogućilo ostvarivanje tog prava.

8. Kako bi se osigurala učinkovita provedba Švicarsko-hrvatskog programa suradnje, nadležna tijela iz članka 6. održavaju godišnje sastanke. Svrha takvih sastanaka je preispitivanje napretka postignutog u Švicarsko-hrvatskom programu suradnje, dogovor o svim potrebnim mjerama koje je potrebno poduzeti te osiguravanje foruma za raspravu o pitanjima od dvostranog interesa.

Članak 6. – Nadležna tijela

1. Hrvatska je ovlastila nacionalno javno tijelo da djeluje u njezino ime kao Nacionalna koordinacijska jedinica (vidi Specifične postavke zemlje korisnice). Nacionalna koordinacijska jedinica u cijelosti je odgovorna za postizanje ciljeva Švicarsko-hrvatskog programa suradnje kao i za njegovu provedbu u skladu s ovim Okvirnim sporazumom.

2. Švicarska je ovlastila Savezni odjel za vanjske poslove, koji djeluje putem Švicarske agencije za razvoj i suradnju (SDC), i Savezni odjel za gospodarstvo, obrazovanje i istraživanja, koji djeluje preko Državnog tajništva za gospodarstvo (SECO), da djeluju u njezino ime u provedbi Švicarsko-hrvatskog programa suradnje. Mjere potpore dodjeljuju se SDC-u ili SECO-u u skladu s njihovim područjima nadležnosti.

Članak 7. – Odgovornost

Odgovornost Švicarske u odnosu na Švicarsko-hrvatski program suradnje ograničena je na osiguravanje sredstava u skladu s odgovarajućim Sporazumima o mjerama potpore. Švicarska ne preuzima niti će preuzeti bilo kakvu odgovornost prema Hrvatskoj, bilo kojem javnom ili privatnom tijelu uključenom u mjeru potpore ili prema bilo kojim trećim stranama.

Članak 8. – Zajednički interes

Stranke dijele zajednički interes u sprječavanju i borbi protiv korupcije, koja ugrožava dobro upravljanje i pravilno korištenje sredstvima potrebnim za razvoj te pravednu i otvorenu konkurenciju na osnovi cijene i kvalitete. Stranke su stoga suglasne udružiti svoje napore u borbi protiv korupcije, a osobito su suglasne da će se svaka ponuda, poklon, plaćanje, nagrada ili korist bilo koje vrste, koju ostvari bilo tko, neposredno ili posredno, u svrhu dodjele mandata ili ugovora u sklopu ovog Okvirnog sporazuma, ili tijekom njegovog izvršenja, tumačiti kao nezakonito djelo ili korupcija. Svako ovakvo djelo dovoljan je razlog za raskid ovog Okvirnog sporazuma i odgovarajućeg Sporazuma o mjeri potpore, poništenje nabave ili posljedične dodjele ugovora ili poduzimanje bilo koje druge razmjernе korektivne mjere propisane primjenjivim pravom. Stranke bez odgode obavješćuju jedna drugu o bilo kakvoj utemeljenoj sumnji na nezakonito postupanje ili korupciju.

Članak 9. – Izmjene i dopune

1. Svaka izmjena i dopuna ovog Okvirnog sporazuma bit će u pisanom obliku uzajamnim dogovorom stranaka.
2. Neovisno o prethodnom stavku 1., Specifične postavke zemlje korisnice može se izmijeniti i dopuniti uzajamnim dogovorom nadležnih tijela iz članka 6. razmjenom pisama između njih.

Članak 10. – Završne odredbe

1. Specifične postavke zemlje korisnice (Dodatak) čini sastavni dio ovog Okvirnog sporazuma.
2. Ovaj Okvirni sporazum stupa na snagu nakon potpisivanja, datumom primitka posljednje obavijesti kojom se potvrđuje da su obje stranke okončale svoje postupke odobrenja. Primjenjuje se dok obje stranke ne ispune sve svoje obveze. Stranke privremeno primjenjuju ovaj Okvirni sporazum i njegov Dodatak počevši od datuma na koji su obje stranke potpisale ovaj Okvirni sporazum.
3. Svaki spor koji može proizaći iz primjene ovog Okvirnog sporazuma rješava se diplomatskim sredstvima.

4. Ovaj Okvirni sporazum može okončati u svako doba jedna od stranaka upućivanjem pisane obavijesti šest mjeseci unaprijed. Prije donošenja takve odluke stranke vode konzultacije o razlozima okončanja.

5. U slučaju prestanka ovog Okvirnog sporazuma njegove se odredbe nastavljaju se primjenjivati na odgovarajuće Sporazume o mjerama potpore sklopljene prije prestanka ovog Okvirnog sporazuma. Stranke uzajamnim dogovorom odlučuju o svim drugim posljedicama prestanka.

Sastavljeno u Zagrebu dana 18. listopada 2022. u dva izvornika na engleskom jeziku.

Za Vladu Republike Hrvatske

Za Švicarsko savezno vijeće

Nataša Tramišak, mag. iur., v.r.

Urs Hammer, v.r.

ministrica regionalnoga razvoja i fondova
Europske unije

veleposlanik Švicarske Konfederacije u
Republici Hrvatskoj

Dodatak

SPECIFIČNE POSTAVKE ZEMLJE KORISNICE

OKVIRNI SPORAZUM

između

VLADE REPUBLIKE HRVATSKE

i

ŠVICARSKOG SAVEZNOG VIJEĆA

o

**PROVEDBI DRUGOG ŠVICARSKOG DOPRINOSA
ODABRANIM DRŽAVAMA ČLANICAMA EUROPSKE
UNIJE ZA SMANJENJE EKONOMSKIH I SOCIJALNIH
NEJEDNAKOSTI UNUTAR EUROPSKE UNIJE**

1. Opće odredbe

1.1. Ovaj dokument Specifične postavke zemlje korisnice sastavni je dio Okvirnog sporazuma između Vlade Republike Hrvatske (u daljnjem tekstu „Hrvatska“) i Švicarskog saveznog vijeća (u daljnjem tekstu „Švicarska“) o provedbi drugog Švicarskog doprinosa odabranim državama članicama EU za smanjenje ekonomskih i socijalnih nejednakosti unutar EU (u daljnjem tekstu „Okvirni sporazum“).

1.2. Za potrebe dokumenta Specifične postavke zemlje primjenjuju se definicije iz Okvirnog sporazuma.

1.3. Dokumentom Specifične postavke zemlje utvrđuju se tematska i geografska raspodjela doprinosa i posebna pravila dogovorena između Švicarske i Hrvatske te raspodjela odgovornosti i zadaća tijelima uključenim u provedbu Švicarsko-hrvatskog programa suradnje i mjerama potpore.

1.4. Za posebna pravila i postupke koji nisu navedeni u dokumentu Specifične postavke zemlje primjenjuju se odredbe Uredbe.

Uloge i odgovornosti tijela u sklopu Švicarsko-hrvatskog programa suradnje

2.1. Nacionalna koordinacijska jedinica

Država partner ovlastila je Ministarstvo regionalnoga razvoja i fondova Europske unije, Upravu za strateško planiranje i koordinaciju fondova EU, Sektor za EU programe i međunarodne financijske mehanizme da djeluje u njezino ime kao Nacionalna koordinacijska jedinica u sklopu Švicarsko-hrvatskog programa suradnje.

Uloga i odgovornosti Nacionalne koordinacijske jedinice utvrđene su Uredbom.

2.2. Posredničko tijelo

Posredničko tijelo za program *Vodoopskrba i odvodnja* je Ministarstvo gospodarstva i održivog razvoja.

U skladu s hrvatskim pravnim okvirom, za rad Hrvatskih voda nadležno je ministarstvo za upravljanje vodama koje je u ovom slučaju Ministarstvo gospodarstva i održivog razvoja.

Ministarstvo gospodarstva i održivog razvoja planira sredstva švicarske darovnice u svom dijelu državnog proračuna te osigurava isplatu sredstava Švicarskog doprinosa za troškove koje na temelju podnesenih zahtjeva verificira Upravitelj programa – Hrvatske vode. Također prati napredak aktivnosti koje se financiraju iz Švicarskog doprinosa.

2.3. Tijelo za plaćanje

Ministarstvo financija, Državna riznica, tijelo je za plaćanje Švicarskog doprinosa. Uloge i odgovornosti tijela za plaćanje utvrđene su Uredbom.

2.4. Revizijsko tijelo

Agencija za reviziju sustava provedbe programa Europske unije (**ARPA**) revizorsko je tijelo za Švicarski doprinos. Uloge i odgovornosti tijela za reviziju utvrđene su Uredbom.

2.5. Tijelo za nepravilnosti

Ministarstvo financija, *Služba za koordinaciju sustava* za suzbijanje *nepravilnosti* i prijevara u korištenju fondova Europske unije (AFCOS - služba), tijelo je za nepravilnosti po pitanju Švicarskog doprinosa.

3. Pokazatelji suradnje

3.1. Tematska raspodjela

| Specifični cilj i tematsko područje | Indikativna raspodjela Švicarskog doprinosa [u milijunima CHF] |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| 1. Promicanje gospodarskog rasta i socijalnog dijaloga, smanjenje nezaposlenosti (mladih) | |
| (i) Strukovno i stručno obrazovanje i osposobljavanje | 0 |
| (ii) Istraživanje i inovacije | 8.0 |
| (iii) Financiranje mikropoduzeća te malih i srednjih poduzeća (MSP) | 0 |
| 2. Upravljanje migracijama i podrška integraciji. Povećanje javne sigurnosti i zaštite | |
| (iv) Pružanje potpore upravljanju migracijama i promicanje mjera integracije | 0 |
| (v) Pобољшanje javne sigurnosti i zaštite | 0 |
| 3. Zaštita okoliša i klime | |
| (vi) Energetska učinkovitost i obnovljiva energija | 0 |
| (vii) Javni prijevoz | 0 |
| (viii) Vodoopskrba i odvodnja | 23 |
| (ix) Gospodarenje otpadom | 0 |
| (x) Očuvanje prirode i bioraznolikost | 0 |
| 4. Jačanje socijalnih sustava | |
| (xi) Zdravstvena i socijalna zaštita | 5.5 |
| (xii) Manjine i ranjive društvene skupine | 0 |
| 5. Civilno društvo i transparentnost | |
| (xiii) Civilno društvo i transparentnost | 7.62 |
| 6. Tehnička potpora | |
| (xiv) Fond za tehničku pomoć | 0.68 |
| (xv) Fond za pripremu mjera potpore | 0.9 |
| Ukupna sredstva | 45.7 |

Sva neiskorištena sredstva u svim mjerama potpore iz Švicarsko-hrvatskog programa suradnje mogu se prenijeti na bilo koju drugu odobrenu mjeru potpore pod uvjetom da je osigurana

provedivost do kraja razdoblja prihvatljivosti, sporazumno (npr. potvrđeno u zapisniku sa sastanaka ili korespondencijom) između nadležnih tijela navedenih u članku 6. Okvirnog sporazuma tijekom provedbe Švicarsko-hrvatskog programa suradnje. Za posljedičnu izmjenu mjere potpore primjenjuje se članak 4.12 Uredbe.

3.2. Geografska raspodjela

Sljedeće manje povlaštene regije primaju najmanje 50% doprinosa:

Jadranska Hrvatska

Panonska Hrvatska

Sjeverna Hrvatska

3.3. Unaprijed određeni pokazatelji po tematskom području

(i) Istraživanje i inovacije

Izravno odabrane ili unaprijed određene mjere potpore

| | |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Naziv mjere potpore | Istraživački program Hrvatska |
| Vrsta mjere potpore | Program |
| Ciljevi | <p>Program pridonosi gospodarskom rastu i konkurentnosti Hrvatske jačanjem istraživačke izvrsnosti i inovacijskih kapaciteta hrvatskih istraživačkih organizacija, sveučilišta i poduzeća te olakšavanjem istraživačke i inovacijske suradnje s međunarodnim partnerima. Očekivani rezultati su, između ostalog:</p> <ul style="list-style-type: none"> • Stvaraju se dugoročne mreže između Švicarske i Hrvatske. • Istraživačke institucije i/ili privatni sektor povećavaju svoje kapacitete za inovacije. • Nacionalne istraživačke institucije izrađuju međunarodno priznate rezultate istraživanja i oblikuju nacionalne rasprave i politički dijalog. |
| Strateški fokus | <p>Program će se provoditi kroz dvije komponente:</p> <p>Komponenta 1: Multilateralni zajednički istraživački projekti (MZIP)</p> <p>Izgradnja dugoročnih održivih istraživačkih partnerstava između hrvatskih i švicarskih i drugih europskih partnera u cilju, između ostalog, poticanja zajedničkog sudjelovanja u Okvirnom programu EU-e Obzor Europa.</p> <p>Švicarska indikativna obveza: 6 milijuna CHF</p> <p>Komponenta 2: EUROSTARS</p> <p>Poboljšanje inovacijskih kapaciteta i međunarodne konkurentnosti hrvatskih MSP-ova jačanjem njihova sudjelovanja u programu EUROSTARS.</p> <p>Švicarsko-hrvatska suradnja u području istraživanja, razvoja i inovacija bit će olakšana u obje programske komponente. Ne predviđa se geografski fokus, ali posebna pažnja posvetit će se promicanju programa i poticanju sudjelovanja organizacija u području</p> |

| | |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | istraživanja, razvoja i inovacija i inovativnih poduzeća izvan Zagreba. Švicarska indikativna obveza: 2 milijuna CHF |
| Švicarska indikativna obveza | 8 milijuna CHF |
| Upravitelj programa | Za programsku komponentu 1: Hrvatska zaklada za znanost Za programsku komponentu 2: Hrvatska agencija za malo gospodarstvo, inovacije i investicije (HAMAG-BICRO) NKJ će zaključiti dva odvojena sporazuma sa svakim upraviteljem programske komponente. |
| Švicarski partner(i) mjere potpore | Švicarske istraživačke i inovacijske institucije, agencije, istraživačke infrastrukture Za programsku komponentu 2: Inosuisse (Švicarska agencija za inovacije) će djelovati kao tehnička podrška. |
| Ostale posebnosti povezane s mjerom potpore | Za programsku komponentu 1 Švicarska nacionalna znanstvena zaklada djelovat će kao Upravitelj programske komponente te će se primjenjivati posebna pravila, odstupajući od Uredbe, npr. u financijskim tokovima, reviziji i izvješćivanje, koja će se dalje definirati u Sporazumu o mjeri potpore. |

(ii) Vodoopskrba i odvodnja**Izravno odabrane ili unaprijed određene mjere potpore**

| | |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Naziv mjere potpore | Vodoopskrba i odvodnja |
| Vrsta mjere potpore | Program |
| Ciljevi | Program doprinosi zaštiti okoliša podzemnih i površinskih voda te održivom gospodarskom razvoju: i) poboljšanjem komunalne opskrbe pitkom vodom i infrastrukture otpadnih voda, uključujući povećanje njezine energetske učinkovitosti i korištenje obnovljivih izvora energije; i ii) poboljšanjem profesionalnih vještina u sektoru vodoopskrbe i odvodnje |
| Strateški fokus | U skladu s Nacionalnom razvojnom strategijom Republike Hrvatske do 2030. godine, koja daje prioritet razvoju javne infrastrukture u brdsko- |

| | |
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| | <p>planinskim regijama, program ulaže u (re)izgradnju kanalizacijskog i vodovodnog sustava u Gorskom kotaru s ciljem smanjenja gubitaka vode kao i zagađenja podzemnih i površinskih voda u regiji. Doprinosi poboljšanju životnih uvjeta i održivom gospodarskom razvoju osiguravanjem pouzdane opskrbe pitkom vodom visoke kvalitete.</p> <p>Pri projektiranju ulaganja sustavno se uzimaju u obzir klimatski rizici te mjere za ublažavanje i prilagodbu. Usredotočujući se na korištenje obnovljivih izvora energije kao što su male hidroelektrane i solarna energija, poboljšava se održivost navedenih ulaganja.</p> <p>Osposobljavanje usmjereno na praksu, kao i konceptualne razmjene i dijalog između hrvatskih i švicarskih stručnjaka za odvodnju i vodoopskrbu nadopunjuju navedena infrastrukturna ulaganja.</p> |
| Švicarska indikativna obveza | 23 milijuna CHF |
| Posredničko tijelo | Ministarstvo gospodarstva i održivog razvoja |
| Upravitelj programa | Hrvatske vode |
| Švicarski partner(i) mjere potpore | Švicarske institucije s iskustvom u obrazovanju stručnjaka i korištenju obnovljivih izvora energije u sektoru vodoopskrbe i odvodnje kao što su Švicarska udruga za vode (Swiss Water Association – VSA) i vjerojatno udruga Swiss Small Hydro |
| Ostale posebnosti povezane s mjerom potpore | Otpribliže 5% švicarske obveze prema programu mora biti posvećeno komponentama vještina |

(iii) Zdravstvena i socijalna zaštita

Izravno odabrane ili unaprijed određene mjere potpore

| | |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Naziv mjere potpore | Program palijativne skrbi |
| Vrsta mjere potpore | Program |
| Ciljevi | Opći cilj je poboljšati kvalitetu života neizlječivih pacijenata i njihovih obitelji. |
| Strateški fokus | Cilj Programa je osigurati ravnopravnost i pristup uslugama palijativne skrbi u Hrvatskoj promicanjem palijativne skrbi među medicinskim i nemedicinskim osobljem, poboljšanjem koordinacije i integracije svih razina palijativne skrbi te poboljšanjem kvalitete palijativne skrbi na nacionalnoj razini. Program će se |

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| | <p>posebno usredotočiti na osiguravanje odgovarajuće kućne njege.</p> <p>Aktivnosti su usmjerene na izgradnju kapaciteta stručnjaka i volontera te članova obitelji bolesnika palijativne skrbi; nabavu opreme za simulacijske laboratorije; te promotivne aktivnosti diljem zemlje i pristup informacijama o palijativnoj skrbi s mogućom komponentom za nadogradnju postojećeg IT sustava za povezivanje svih dionika u palijativnu skrb i razmjenu podataka unutar zdravstvenog sustava.</p> <p>Program također promiče razmjenu iskustava, znanja, ideja, rješenja i najboljih praksi sa švicarskim partnerom/ima.</p> |
| Švicarska indikativna obveza | 5,5 milijuna CHF |
| Upravitelj programa | Ministarstvo zdravstva |
| Švicarski partner(i) mjere potpore | Švicarska javna ili privatna neprofitna organizacija ili stručnjaci, aktivni u palijativnoj skrbi. |
| Ostale posebnosti povezane s mjerom potpore | |

(iv) Civilno društvo i transparentnost

Izravno odabrane ili unaprijed određene mjere potpore

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| Naziv mjere potpore | Civilno društvo |
| Vrsta mjere potpore | Program |
| Ciljevi | Opći cilj je jačanje demokratskih struktura i procesa kroz civilno društvo kako bi se smanjile ekonomske i socijalne nejednakosti. |
| Strateški fokus | <p>Programom se financiraju aktivnosti odabrane u okviru poziva za podnošenje prijedloga te se organizacijama civilnog društva pruža potpora u izgradnji kapaciteta i upravljanju.</p> <p>Program će pridonijeti uravnoteženom regionalnom društveno-gospodarskom rastu i demokratskom razvoju Republike Hrvatske jačanjem kapaciteta organizacija civilnog društva.</p> <p>Provest će aktivnosti kojima se osnažuju partnerstva organizacija civilnog društva i lokalnih dionika u okviru četiriju komponenti:</p> |

| | | |
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| | <p>Komponenta 1: Edukacija o održivom razvoju</p> <p>Cilj je komponente povećati ulogu organizacija civilnog društva u razvoju kompetencija djece i mladih u pitanjima održivog razvoja te osnažiti partnerstva organizacija civilnog društva, škola i lokalnih zajednica u podizanju svijesti o pitanjima održivog razvoja.</p> <p>Komponenta 2: Jačanje volontiranja</p> <p>Cilj je jačanje doprinosa volontiranja društvenom i gospodarskom rastu i demokratskom razvoju, gdje se volontiranje definira kao dobrovoljno ulaganje osobnog vremena, truda, znanja i vještina koji obavljaju usluge ili aktivnosti u korist druge osobe ili u opću korist. Cilj je komponente povećati broj kvalitetnih i održivih obrazovnih programa koji se odnose na volontera i volontiranje te potaknuti razvoj uključivog volontiranja. Podržane aktivnosti usmjerene su na učinkovito upravljanje volontiranjem i osnaživanje volontera.</p> <p>Komponenta 3: Mikroprojekti</p> <p>Cilj je podržati inovativne mikroprojekte organizacija civilnog društva. Cilj je osigurati aktivnu ulogu organizacija civilnog društva u razvoju lokalnih zajednica i pronaći prilagođena rješenja za lokalne probleme. Program također promiče suradnju i partnerstvo između institucija, lokalnih samouprava i organizacija civilnog društva.</p> <p>Komponenta 4: Programi društveno korisnog učenja u zajednici</p> <p>Cilj je podržati razvoj održivih partnerstava organizacija civilnog društva i visokih učilišta za provedbu Programa društveno korisnog učenja u zajednici. Program bi trebao doprinijeti jačanju stručnih, analitičkih i zagovaračkih kapaciteta organizacija civilnoga društva uključivanjem studenata i zaposlenika u sustavu visokog obrazovanja u aktivnosti učenja zalaganjem u zajednici.</p> | |
| Švicarska indikativna obveza | 7,62 milijuna CHF | |
| Upravitelj programa | Ured za udruge Vlade RH | |

| | |
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| Švicarski partner(i) mjere potpore | Švicarske javne ili privatne neprofitne organizacije koje znanjem i iskustvom mogu doprinijeti civilnom društvu i/ili izgradnji kapaciteta organizacija civilnog društva. |
| Ostale posebnosti povezane s mjerom potpore | |

4. Posebna pravila i postupci države partnera

Švicarska i Hrvatska suglasne su sa sljedećim posebnim odredbama u odstupanju/izmjeni/dopuni/specifikaciji Uredbe:

Zbog posebnih nacionalnih pravila utvrđenih za izvršenje platnih transakcija, Tijelo za plaćanje ne otvara zaseban bankovni račun.

Slijedom navedenog, sljedeći stavak zamjenjuje članak 3.5., stavak 3. Uredbe (Tijelo za plaćanje):

Sve isplate u okviru Švicarskog doprinosa unaprijed se financiraju iz državnog proračuna i izvršavaju s jedinstvenog računa riznice – JRR, u skladu s postupcima nacionalnog proračuna. Sredstva primljena iz Švicarske izravno će se prenijeti na jedinstveni račun riznice (državni proračun) i sukladno tome evidentirati na proračunskoj stavci koja se odnosi na odgovarajuću mjeru potpore.

U slučaju proturječja između Uredbe i ovih posebnih odredbi, prevladavaju posebne odredbe ovog Dodatka.

FRAMEWORK AGREEMENT

between

**THE GOVERNMENT OF THE REPUBLIC OF
CROATIA**

and

THE SWISS FEDERAL COUNCIL

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 GOVERNMENT OF THE REPUBLIC OF CROATIA (hereinafter referred to as “Croatia”)

and

THE SWISS FEDERAL COUNCIL (hereinafter referred to as “Switzerland”),
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 Croatia;
- BUILDING upon the successful cooperation between the Parties during Croatia'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,

have agreed as follows:

Article 1 – Definitions

For the purposes of this Framework Agreement:

“Contribution” means the maximum non-refundable financial contribution granted by Switzerland to Croatia 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 Croatia as well as the attribution of responsibilities and tasks to entities involved in the implementation of the Swiss-Croatian 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 Croatia designated to act on its behalf for the implementation of the Swiss-Croatian Cooperation Programme;

“Programme” means a coherent set of Programme Components carried out in line with national priorities, policies or strategies of Croatia 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-Croatian Cooperation Programme;

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

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-Croatian Cooperation Programme is to contribute to the reduction of the economic and social disparities within the EU and within Croatia, 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-Croatian 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 Croatia and Switzerland.

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

6. All actions under the Swiss-Croatian 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 Croatia of up to CHF 45'700'000 (forty-five million seven 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-Croatian 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 Croatia.
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 Croatia.
4. Under the Swiss-Croatian 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. Croatia 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. Croatia 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. Croatia 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 Croatia 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-Croatian 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. Croatia 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-Croatian 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-Croatian 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. Croatia 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-Croatian 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-Croatian 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-Croatian Cooperation Programme is limited to providing funds in accordance with the relevant Support Measure Agreements. No liability to Croatia, 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 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.

Done at Zagreb on 18 October 2022 in two originals in the English language.

For the Government of Croatia

Nataša Tramišak, mag. iur.
Minister of Regional Development
and EU Funds

For the Swiss Federal Council

Urs Hammer
Ambassador of Switzerland
to the Republic of Croatia

Annex

COUNTRY-SPECIFIC SET-UP

to the

FRAMEWORK AGREEMENT

between

THE GOVERNMENT OF CROATIA

and

THE SWISS FEDERAL COUNCIL

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 Government of Croatia (hereinafter referred to as 'Croatia') and the Swiss Federal Council (hereinafter referred to as 'Switzerland') 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 Croatia, as well as the attribution of responsibilities and tasks to entities involved in the implementation of the Swiss-Croatian 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.

Roles and responsibilities for the Swiss – Croatian Cooperation Programme

2.1 National Coordination Unit

The Partner State has authorised the Croatian Ministry of Regional Development and Funds of the European Union, Directorate for Strategic Planning and Coordination of EU Funds, Sector for EU programmes and International Financial Mechanisms to act on its behalf as National Coordination Unit of the Swiss – Croatian Cooperation Programme.

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

2.2 Intermediate Body

The Intermediate Body for the Water and waste-water management is the Ministry of Economy and Sustainable Development.

In line with the Croatian legal framework, the responsible body for the operation of the Croatian Waters is the ministry responsible for water management which in this case is the Ministry of Economy and Sustainable Development. The Ministry of Economy and Sustainable Development plans the funds of the Swiss Contribution in its section of the State Budget, and ensures the payment of the funds of the Swiss Contribution for expenses verified by the Programme Operator, Croatian Waters, based on the submitted requests. It also monitors the progress of the activities financed by the Swiss Contribution.

2.3 Paying Authority

The Ministry of Finance, State Treasury, is the Paying Authority for the Swiss Contribution. The roles and responsibilities of the Paying Authority are set out in the Regulations.

2.4 Audit Authority

The **Agency** for the **Audit** of European Union Programmes Implementation System (**ARPA**) is the Audit Authority for the Swiss Contribution. The roles and responsibilities of the Audit Authority are set out in the Regulations.

2.5 Irregularity Authority

The Ministry of Finance, Service for Coordination of the System for Combating Irregularities and Fraud in the use of EU Funds (AFCOS-Service), is the Irregularity Authority for the Swiss Contribution.

3. Parameters of cooperation

3.1 Thematic allocation

| ▪ <i>Specific objective & thematic area</i> | Indicative Swiss allocation of the Contribution [in CHF millions] |
|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| 1. Promoting economic growth and social dialogue, reducing (youth) unemployment | |
| (i) Vocational and professional education and training | 0 |
| (ii) Research and innovation | 8.0 |
| (iii) Financing for micro, small and medium-sized enterprises | 0 |
| 2. Managing migration and supporting integration. Increasing public safety and security | |
| (iv) Providing support to migration management and promoting integration measures | 0 |
| (v) Improving public safety and security | 0 |
| 3. Protecting the environment and the climate | |
| (vi) Energy efficiency and renewable energy | 0 |
| (vii) Public transport | 0 |
| (viii) Water and waste-water management | 23 |
| (ix) Waste management | 0 |
| (x) Nature conservation and biodiversity | 0 |
| 4. Strengthening of social systems | |
| (xi) Health and social protection | 5.5 |
| (xii) Minorities and socially disadvantaged groups | 0 |
| 5. Civic engagement and transparency | |
| (xiii) Civic engagement and transparency | 7.62 |
| 6. Technical support | |
| (xiv) Technical Assistance Fund | 0.68 |
| (xv) Support Measure Preparation Fund | 0.9 |
| Total Allocation | 45.7 |

Any unused balances in all the Support Measure of the Swiss-Croatian Cooperation Programme 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-Croatian Cooperation Programme. For the consequent modification of the Support Measure, Article 4.12 of the Regulations shall apply.

3.2 Geographical allocation

The following less-favoured regions shall receive at least 50% of the Contribution:

Adriatic Croatia

Pannonian Croatia

North Croatia

3.3 Pre-specified parameters per thematic area

(i) Research and innovation

Directly selected or pre-identified Support Measures

| | |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Support Measure name | Research Programme Croatia |
| Support Measure type | Programme |
| Objectives | <p>The programme contributes to the economic growth and competitiveness of Croatia by strengthening the research excellence and innovation capacities of Croatian research organizations, universities and enterprises and by facilitating the research and innovation cooperation with international partners. Expected outcomes are among others:</p> <ul style="list-style-type: none"> • Lasting networks between Switzerland and Croatia are created. • Research institutions and/or the private sector enhance their capacities for innovation. • National research institutions produce internationally recognized research results and shape national debates and policy dialogue. |
| Strategic Focus | <p>The programme will be implemented through two components:</p> <p>Component 1: Multilateral Joint Research Projects (MJRP)</p> <p>Building up long-term sustainable research partnerships between Croatian and Swiss and other European partners with a view to, among other things, encourage joint participation in the EU Framework Programme Horizon Europe.</p> <p>Swiss indicative Commitment: 6 million CHF</p> <p>Component 2: EUROSTARS</p> <p>Improving the innovation capacities and international competitiveness of Croatian SMEs by strengthening their participation in the EUROSTAR'S programme.</p> <p>Swiss-Croatian RID cooperation will be facilitated in both programme components. No geographic focus is foreseen but special attention will be paid to promote the programme and encourage participation of RID organizations and innovative enterprises from outside of Zagreb.</p> |

| | |
|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Swiss indicative Commitment: 2 million CHF |
| Swiss indicative Commitment | 8 million CHF |
| Programme Operator | <p>For Programme Component 1: The Croatian Sciences Foundation</p> <p>For Programme Component 2: Croatian Agency for SMEs, Innovation and Investments (HARA-KIRI)</p> <p>The NCU will conclude two separate Agreements with each Programme Component Operator.</p> |
| Swiss Support Measure Partner(s) | <p>Swiss research and innovations institutions, and agencies, research infrastructures</p> <p>For Programme Component 2: Innosuisse will be acting as a technical backstopping.</p> |
| Other specificities related to the Support Measure | <p>For Programme Component 1, the Swiss National Science Foundation will be acting as Programme Component Operator and specific rules, deviating from the Regulations e.g. on financial flows, audit and reporting will be applied and further defined in the Support Measure Agreement.</p> |

(ii) Water and waste-water management

Directly selected or pre-identified Support Measures

| | |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Support Measure name | Water and waste-water management |
| Support Measure type | Programme |
| Objectives | <p>The programme contributes to the environmental protection of the groundwater and surface water as well as to sustainable economic development by i) improving the municipal drinking water supply and waste-water infrastructure including increasing its energy efficiency and use of renewable energy sources; and by ii) improving professional skills in the water and waste-water sector</p> |
| Strategic Focus | <p>In line with Croatia's National Development Strategy 2030, which prioritises the development of public infrastructure in mountain regions, the programme invests in the (re)construction of the sewage and water supply system in Gorski Kotar with the aim to reduce water losses as well as the pollution of groundwater and surface water in the region. It contributes to the improvement of living conditions</p> |

| | | |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | <p>and sustainable economic development by ensuring reliable supply of high quality drinking water.</p> <p>Climate risks as well as mitigation and adaptation measures shall be systematically taken into account in the design of the investments. By focusing on the use of renewable energies such as small hydropower and solar energy, the sustainability of the aforementioned investments is improved.</p> <p>Practice-oriented training as well as conceptual exchanges and dialogue among Croatian and Swiss waste-water and water professionals complement the aforementioned infrastructure investments.</p> | |
| Swiss indicative Commitment | 23 million CHF | |
| Intermediate Body | Ministry of Economy and Sustainable Development | |
| Programme Operator | Croatian Waters – Hrvatske vode | |
| Swiss Support Measure Partner(s) | Swiss institutions with experience in education of professionals and use of renewable energy in the water and waste-water sector such as the Swiss Water Association VSA and probably Swiss Small Hydro | |
| Other specificities related to the Support Measure | Approximately 5% of the Swiss Commitment to the programme has to be dedicated to the skills components | |

(iii) Health and social protection

Directly selected or pre-identified Support Measures

| | |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Support Measure name | Palliative Care Programme |
| Support Measure type | Programme |
| Objectives | The overall goal is to improve the quality of life of incurable patients and their families. |
| Strategic Focus | The Programme aims at ensuring equity and access to palliative care services in Croatia by promoting palliative care among medical and non-medical staff, improving the coordination and integration of all levels of palliative care, and by improving the quality of palliative care at the national level. The Programme will put special focus on ensuring appropriate home based care. |

| | |
|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>Activities shall focus on capacity building of professionals and volunteers, members of families of palliative care patients; procurement of equipment for simulation laboratories; and nationwide promotional activities and access to information on palliative care with a possible component for up-grading of the existing IT system for connecting all stakeholders in palliative care and data exchange within the health system.</p> <p>The Programme shall also promote exchange of experience, knowledge, ideas, solutions and best practices with Swiss partner(s).</p> |
| Swiss indicative Commitment | 5.5 million CHF |
| Programme Operator | Ministry of Health |
| Swiss Support Measure Partner(s) | Swiss public or private non-profit organisation or experts, active in palliative care. |
| Other specificities related to the Support Measure | |

(iv) Civic engagement and transparency

Directly selected or pre-identified Support Measures

| | |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Support Measure name | Civic Engagement |
| Support Measure type | Programme |
| Objectives | The overall goal is to strengthen democratic structures and processes through civic engagement to reduce economic and social disparities. |
| Strategic Focus | <p>The Programme shall finance activities selected under Calls for proposals and provide capacity building and management support to civil society organisations.</p> <p>The Programme will contribute to balanced regional socio-economic growth and democratic development of the Republic of Croatia by strengthening the capacities of civil society organisations.</p> <p>It will implement activities that empower partnerships of civil society organisations and local stakeholders within four Components:</p> |

| | | |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | <p>Component 1: Sustainable Development Education</p> <p>The component aims to increase the role of civil society organisations in the development of competencies of children and youth on sustainable development issues; and to empower partnerships of civil society organisations, schools and local communities in raising awareness on sustainable development issues.</p> <p>Component 2: Strengthening Volunteering</p> <p>The objective is to strengthen the contribution of volunteering to social and economic growth and democratic development, where volunteering is defined as a voluntary investment of personal time, effort, knowledge and skills that perform services or activities for the benefit of another person or for the general benefit. The component aims to increase the number of quality and sustainable volunteer and volunteering education programmes and to encourage the development of inclusive volunteering. Activities supported shall target efficient volunteering management and the empowerment of volunteers.</p> <p>Component 3: Micro Projects</p> <p>The objective is to support innovative micro projects of civil society organisations. The aim is to ensure an active role of civil society organisations in local community development and to find tailor-made solutions to local problems. The Programme also promotes cooperation and partnership between institutions, local governments and civil society organisations.</p> <p>Component 4: Service-Learning Programmes</p> <p>The objective is to support the development of sustainable partnerships of civil society organisations and higher education institutions for the implementation of service-learning programmes. The Programme should contribute to strengthening professional, analytical and advocacy capacities of civil society organisations by engaging students and higher education employees in service-learning activities.</p> | |
| Swiss indicative Commitment | 7.62 million CHF | |
| Programme Operator | The Government Office for Cooperation with NGOs | |

| | |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Swiss Support Measure Partner(s) | Swiss public or private non-profit organisations able to contribute with knowledge and experience to civic engagement and/or capacity building of civil society organisations. |
| Other specificities related to the Support Measure | |

4. Partner State specific rules and procedures

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

Due to the specific national rules set up for the execution of payment transactions, the Paying Authority shall not open a separate bank account.

Consequently, the following paragraph replaces Art 3.5 Paragraph 3 of the Regulations (Paying Authority):

All disbursements under the Swiss Contribution shall be pre-financed from the State Budget and executed from the Treasury Single Account - TSA, in accordance with the national budget procedures. Funds received from Switzerland will be transferred directly to the Treasury Single Account (State Budget) and accordingly recorded on the budgetary item related to the relevant Support Measure.

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

Članak 3.

Financijske obveze koje nastaju za Republiku Hrvatsku na temelju Okvirnog sporazuma iz članka 1. ovoga Zakona podmiruju se u okviru proračunskih sredstava za 2023., 2024., 2025., 2026., 2027., 2028. i 2029. godinu.

Troškovi sufinanciranja iz stavka 1. ovoga članka ulazit će u redovna proračunska sredstva nadležnih tijela državne uprave i korisničkih institucija.

Članak 4.

Provedba ovoga Zakona u djelokrugu je tijela državne uprave nadležnih za poslove regionalnoga razvoja i fondova Europske unije i poslove financija.

Članak 5.

Na dan stupanja na snagu ovoga Zakona Okvirni sporazum iz članka 1. ovoga Zakona nije na snazi, već se privremeno primjenjuje od datuma potpisivanja, te će se podaci o njegovom stupanju na snagu objaviti u skladu s odredbom članka 30. stavka 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora („Narodne novine“, broj 28/96.).

Članak 6.

Ovaj Zakon stupa na snagu osmoga dana od dana objave u „Narodnim novinama“.

OBRAZLOŽENJE

Člankom 1. utvrđuje se da Hrvatski sabor potvrđuje Okvirni sporazum između Vlade Republike Hrvatske i Švicarskog saveznog vijeća i o provedbi drugog Švicarskog doprinosa odabranim državama članicama Europske unije za smanjenje ekonomskih i socijalnih nejednakosti unutar Europske unije, sukladno članku 140. stavku 1. i članka 18. Zakona o sklapanju i izvršavanju međunarodnih ugovora, čime se iskazuje formalni pristanak Republike Hrvatske da bude vezana ovim međunarodnim sporazumom.

Članak 2. sadrži tekst Okvirnog sporazuma u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik.

Članak 3. sadrži odredbe o osiguranju financijskih sredstava potrebnih radi izvršavanja Okvirnog sporazuma.

Člankom 4. uređuje se da je provedba Zakona u djelokrugu tijela državne uprave nadležnih za poslove regionalnoga razvoja i fondova Europske unije i poslove financija.

Člankom 5. utvrđuje se da na dan stupanja Zakona na snagu, Okvirni sporazum nije na snazi već se privremeno primjenjuje od datuma potpisivanja te da će se podaci o njegovom stupanju na snagu objaviti sukladno odredbi članka 30. stavka 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

Člankom 6. utvrđuje se stupanje na snagu Zakona.

PRILOG - Preslika teksta Okvirnog sporazuma u izvorniku na engleskom jeziku

FRAMEWORK AGREEMENT

between

**THE GOVERNMENT OF THE REPUBLIC OF
CROATIA**

and

THE SWISS FEDERAL COUNCIL

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 GOVERNMENT OF THE REPUBLIC OF CROATIA (hereinafter referred to as "Croatia")

and

THE SWISS FEDERAL COUNCIL (hereinafter referred to as "Switzerland"),
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 Croatia;
- BUILDING upon the successful cooperation between the Parties during Croatia'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,

have agreed as follows:



Article 1 – Definitions

For the purposes of this Framework Agreement:

“Contribution” means the maximum non-refundable financial contribution granted by Switzerland to Croatia 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 Croatia as well as the attribution of responsibilities and tasks to entities involved in the implementation of the Swiss-Croatian 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 Croatia designated to act on its behalf for the implementation of the Swiss-Croatian Cooperation Programme;

“Programme” means a coherent set of Programme Components carried out in line with national priorities, policies or strategies of Croatia 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-Croatian Cooperation Programme;

“Support Measure” is used as a generic term and means a specific Project, Programme or Technical Support within the framework of the Swiss-Croatian 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-Croatian 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 Croatia.
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-Croatian Cooperation Programme is to contribute to the reduction of the economic and social disparities within the EU and within Croatia, 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-Croatian 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 Croatia and Switzerland.
5. Support Measures shall respect social inclusion and ensure environmental sustainability.
6. All actions under the Swiss-Croatian 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 Croatia of up to CHF 45'700'000 (forty-five million seven 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-Croatian 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 Croatia.
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 Croatia.
4. Under the Swiss-Croatian 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. Croatia 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. Croatia 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. Croatia 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 Croatia 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-Croatian 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. Croatia 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-Croatian 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-Croatian 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. Croatia 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-Croatian 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-Croatian 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-Croatian Cooperation Programme is limited to providing funds in accordance with the relevant Support Measure Agreements. No liability to Croatia, 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 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.

Done at Zagreb on 18/10/2022 in two originals in the English language.

For the Government of Croatia


Nataša Tramišak, mag. iur.
Minister of Regional Development
and EU Funds



For the Swiss Federal Council


Urs Hammer
Ambassador of Switzerland
to the Republic of Croatia



Annex

COUNTRY-SPECIFIC SET-UP

to the

FRAMEWORK AGREEMENT

between

THE GOVERNMENT OF CROATIA

and

THE SWISS FEDERAL COUNCIL

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 Government of Croatia (hereinafter referred to as 'Croatia') and the Swiss Federal Council (hereinafter referred to as 'Switzerland') 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 Croatia, as well as the attribution of responsibilities and tasks to entities involved in the implementation of the Swiss-Croatian 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.

Roles and responsibilities for the Swiss – Croatian Cooperation Programme

2.1 National Coordination Unit

The Partner State has authorised the Croatian Ministry of Regional Development and Funds of the European Union, Directorate for Strategic Planning and Coordination of EU Funds, Sector for EU programmes and International Financial Mechanisms to act on its behalf as National Coordination Unit of the Swiss – Croatian Cooperation Programme.

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

2.2 Intermediate Body

The Intermediate Body for the Water and waste-water management is the Ministry of Economy and Sustainable Development.

In line with the Croatian legal framework, the responsible body for the operation of the Croatian Waters is the ministry responsible for water management which in this case is the Ministry of Economy and Sustainable Development. The Ministry of Economy and Sustainable Development plans the funds of the Swiss Contribution in its section of the State Budget, and ensures the payment of the funds of the Swiss Contribution for expenses verified by the Programme Operator, Croatian Waters, based on the submitted requests. It also monitors the progress of the activities financed by the Swiss Contribution.

2.3 Paying Authority

The Ministry of Finance, State Treasury, is the Paying Authority for the Swiss Contribution. The roles and responsibilities of the Paying Authority are set out in the Regulations.

2.4 Audit Authority

The **Agency** for the **Audit** of European Union Programmes Implementation System (**ARPA**) is the Audit Authority for the Swiss Contribution. The roles and responsibilities of the Audit Authority are set out in the Regulations.

2.5 Irregularity Authority

The Ministry of Finance, Service for Coordination of the System for Combating Irregularities and Fraud in the use of EU Funds (AFCOS-Service), is the Irregularity Authority for the Swiss Contribution.



3. Parameters of cooperation

3.1 Thematic allocation

| Specific objective & thematic area | Indicative Swiss allocation of the Contribution [in CHF millions] |
|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| 1. Promoting economic growth and social dialogue, reducing (youth) unemployment | |
| (i) Vocational and professional education and training | 0 |
| (ii) Research and innovation | 8.0 |
| (iii) Financing for micro, small and medium-sized enterprises | 0 |
| 2. Managing migration and supporting integration. Increasing public safety and security | |
| (iv) Providing support to migration management and promoting integration measures | 0 |
| (v) Improving public safety and security | 0 |
| 3. Protecting the environment and the climate | |
| (vi) Energy efficiency and renewable energy | 0 |
| (vii) Public transport | 0 |
| (viii) Water and waste-water management | 23 |
| (ix) Waste management | 0 |
| (x) Nature conservation and biodiversity | 0 |
| 4. Strengthening of social systems | |
| (xi) Health and social protection | 5.5 |
| (xii) Minorities and socially disadvantaged groups | 0 |
| 5. Civic engagement and transparency | |
| (xiii) Civic engagement and transparency | 7.62 |
| 6. Technical support | |
| (xiv) Technical Assistance Fund | 0.68 |
| (xv) Support Measure Preparation Fund | 0.9 |
| Total Allocation | 45.7 |

Any unused balances in all the Support Measure of the Swiss-Croatian Cooperation Programme 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-Croatian Cooperation Programme. For the consequent modification of the Support Measure, Article 4.12 of the Regulations shall apply.

3.2 Geographical allocation

The following less-favoured regions shall receive at least 50% of the Contribution:

Adriatic Croatia

Pannonian Croatia

North Croatia



3.3 Pre-specified parameters per thematic area

(i) Research and innovation

Directly selected or pre-identified Support Measures

| | |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Support Measure name | Research Programme Croatia |
| Support Measure type | Programme |
| Objectives | <p>The programme contributes to the economic growth and competitiveness of Croatia by strengthening the research excellence and innovation capacities of Croatian research organizations, universities and enterprises and by facilitating the research and innovation cooperation with international partners. Expected outcomes are among others:</p> <ul style="list-style-type: none"> • Lasting networks between Switzerland and Croatia are created. • Research institutions and/or the private sector enhance their capacities for innovation. • National research institutions produce internationally recognized research results and shape national debates and policy dialogue. |
| Strategic Focus | <p>The programme will be implemented through two components:</p> <p>Component 1: Multilateral Joint Research Projects (MJRP)</p> <p>Building up long-term sustainable research partnerships between Croatian and Swiss and other European partners with a view to, among other things, encourage joint participation in the EU Framework Programme Horizon Europe.</p> <p>Swiss indicative Commitment: 6 million CHF</p> <p>Component 2: EUROSTARS</p> <p>Improving the innovation capacities and international competitiveness of Croatian SMEs by strengthening their participation in the EUROSTARS programme.</p> <p>Swiss-Croatian RDI cooperation will be facilitated in both programme components. No geographic focus is foreseen but special attention will be paid to promote the programme and encourage participation of RDI organizations and innovative enterprises from outside of Zagreb.</p> |

| | | |
|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | Swiss indicative Commitment: 2 million CHF | |
| Swiss indicative Commitment | 8 million CHF | |
| Programme Operator | <p>For Programme Component 1: The Croatian Sciences Foundation</p> <p>For Programme Component 2: Croatian Agency for SMEs, Innovation and Investments (HAMAG-BICRO)</p> <p>The NCU will conclude two separate Agreements with each Programme Component Operator.</p> | |
| Swiss Support Measure Partner(s) | <p>Swiss research and innovations institutions, and agencies, research infrastructures</p> <p>For Programme Component 2: Innosuisse will be acting as a technical backstopping.</p> | |
| Other specificities related to the Support Measure | <p>For Programme Component 1, the Swiss National Science Foundation will be acting as Programme Component Operator and specific rules, deviating from the Regulations e.g. on financial flows, audit and reporting will be applied and further defined in the Support Measure Agreement.</p> | |

(ii) Water and waste-water management

Directly selected or pre-identified Support Measures

| | |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Support Measure name | Water and waste-water management |
| Support Measure type | Programme |
| Objectives | The programme contributes to the environmental protection of the groundwater and surface water as well as to sustainable economic development by i) improving the municipal drinking water supply and waste-water infrastructure including increasing its energy efficiency and use of renewable energy sources; and by ii) improving professional skills in the water and waste-water sector |
| Strategic Focus | In line with Croatia's National Development Strategy 2030, which prioritises the development of public infrastructure in mountain regions, the programme invests in the (re)construction of the sewage and water supply system in Gorski Kotar with the aim to reduce water losses as well as the pollution of groundwater and surface water in the region. It contributes to the improvement of living conditions |

| | |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>and sustainable economic development by ensuring reliable supply of high quality drinking water.</p> <p>Climate risks as well as mitigation and adaptation measures shall be systematically taken into account in the design of the investments. By focusing on the use of renewable energies such as small hydropower and solar energy, the sustainability of the aforementioned investments is improved.</p> <p>Practice-oriented training as well as conceptual exchanges and dialogue among Croatian and Swiss waste-water and water professionals complement the aforementioned infrastructure investments.</p> |
| Swiss indicative Commitment | 23 million CHF |
| Intermediate Body | Ministry of Economy and Sustainable Development |
| Programme Operator | Croatian Waters – Hrvatske vode |
| Swiss Support Measure Partner(s) | Swiss institutions with experience in education of professionals and use of renewable energy in the water and waste-water sector such as the Swiss Water Association VSA and probably Swiss Small Hydro |
| Other specificities related to the Support Measure | Approximately 5% of the Swiss Commitment to the programme has to be dedicated to the skills components |

(iii) Health and social protection

Directly selected or pre-identified Support Measures

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| Support Measure name | Palliative Care Programme |
| Support Measure type | Programme |
| Objectives | The overall goal is to improve the quality of life of incurable patients and their families. |
| Strategic Focus | The Programme aims at ensuring equity and access to palliative care services in Croatia by promoting palliative care among medical and non-medical staff, improving the coordination and integration of all levels of palliative care, and by improving the quality of palliative care at the national level. The Programme will put special focus on ensuring appropriate home based care. |

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| | <p>Activities shall focus on capacity building of professionals and volunteers, members of families of palliative care patients; procurement of equipment for simulation laboratories; and nationwide promotional activities and access to information on palliative care with a possible component for up-grading of the existing IT system for connecting all stakeholders in palliative care and data exchange within the health system.</p> <p>The Programme shall also promote exchange of experience, knowledge, ideas, solutions and best practices with Swiss partner(s).</p> |
| Swiss indicative Commitment | 5.5 million CHF |
| Programme Operator | Ministry of Health |
| Swiss Support Measure Partner(s) | Swiss public or private non-profit organisation or experts, active in palliative care. |
| Other specificities related to the Support Measure | |

(iv) Civic engagement and transparency

Directly selected or pre-identified Support Measures

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|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Support Measure name | Civic Engagement |
| Support Measure type | Programme |
| Objectives | The overall goal is to strengthen democratic structures and processes through civic engagement to reduce economic and social disparities. |
| Strategic Focus | <p>The Programme shall finance activities selected under Calls for proposals and provide capacity building and management support to civil society organisations.</p> <p>The Programme will contribute to balanced regional socio-economic growth and democratic development of the Republic of Croatia by strengthening the capacities of civil society organisations.</p> <p>It will implement activities that empower partnerships of civil society organisations and local stakeholders within four Components:</p> |

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| | <p>Component 1: Sustainable Development Education</p> <p>The component aims to increase the role of civil society organisations in the development of competencies of children and youth on sustainable development issues; and to empower partnerships of civil society organisations, schools and local communities in raising awareness on sustainable development issues.</p> <p>Component 2: Strengthening Volunteering</p> <p>The objective is to strengthen the contribution of volunteering to social and economic growth and democratic development, where volunteering is defined as a voluntary investment of personal time, effort, knowledge and skills that perform services or activities for the benefit of another person or for the general benefit. The component aims to increase the number of quality and sustainable volunteer and volunteering education programmes and to encourage the development of inclusive volunteering. Activities supported shall target efficient volunteering management and the empowerment of volunteers.</p> <p>Component 3: Micro Projects</p> <p>The objective is to support innovative micro projects of civil society organisations. The aim is to ensure an active role of civil society organisations in local community development and to find tailor-made solutions to local problems. The Programme also promotes cooperation and partnership between institutions, local governments and civil society organisations.</p> <p>Component 4: Service-Learning Programmes</p> <p>The objective is to support the development of sustainable partnerships of civil society organisations and higher education institutions for the implementation of service-learning programmes. The Programme should contribute to strengthening professional, analytical and advocacy capacities of civil society organisations by engaging students and higher education employees in service-learning activities.</p> | |
| Swiss indicative Commitment | 7.62 million CHF | |
| Programme Operator | The Government Office for Cooperation with NGOs | |



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| Swiss Support Measure Partner(s) | Swiss public or private non-profit organisations able to contribute with knowledge and experience to civic engagement and/or capacity building of civil society organisations. |
| Other specificities related to the Support Measure | |

4. Partner State specific rules and procedures

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

Due to the specific national rules set up for the execution of payment transactions, the Paying Authority shall not open a separate bank account.

Consequently, the following paragraph replaces Art 3.5 Paragraph 3 of the Regulations (Paying Authority):

All disbursements under the Swiss Contribution shall be pre-financed from the State Budget and executed from the Treasury Single Account - TSA, in accordance with the national budget procedures. Funds received from Switzerland will be transferred directly to the Treasury Single Account (State Budget) and accordingly recorded on the budgetary item related to the relevant Support Measure.

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

