

36. Uredba o ratifikaciji Okvirnega sporazuma med Vlado Republike Slovenije in Švicarskim zveznim svetom o izvajanju drugega švicarskega prispevka izbranim državam članicam Evropske unije za zmanjševanje gospodarskih in socialnih razlik v Evropski uniji, stran 201.

Na podlagi prve alineje šestega odstavka 75. člena Zakona o zunanjih zadevah (Uradni list RS, št. 113/03 – uradno prečiščeno besedilo, 20/06 – ZNOMCMO, 76/08, 108/09, 80/10 – ZUTD, 31/15 in 30/18 – ZKZaš) Vlada Republike Slovenije izdaja

U R E D B O**O RATIFIKACIJI OKVIRNEGA SPORAZUMA MED VLADO REPUBLIKE SLOVENIJE IN ŠVICARSKIM ZVEZNIM SVETOM O IZVAJANJU DRUGEGA ŠVICARSKEGA PRISPEVKA IZBRANIM DRŽAVAM ČLANICAM EVROPSKE UNIJE ZA ZMANJŠEVANJE GOSPODARSKIH IN SOCIALNIH RAZLIK V EVROPSKI UNIJI****1. člen**

Ratificira se Okvirni sporazum med Vlado Republike Slovenije in Švicarskim zveznim svetom o izvajanju drugega švicarskega prispevka izbranim državam članicam Evropske unije za zmanjševanje gospodarskih in socialnih razlik v Evropski uniji, podpisan v Ljubljani 28. avgusta 2023.

2. člen

Besedilo sporazuma se v izvirniku v angleškem jeziku ter v prevodu v slovenskem jeziku glasi:

FRAMEWORK AGREEMENT**between****THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA**

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 SLOVENIA
(hereinafter referred to as “Slovenia”),
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 Slovenia;
- BUILDING upon the successful cooperation between the Parties during Slovenia’s transition process leading to its accession to the EU and within the framework of the Swiss contribution to the enlarged EU;
- SHARING AND PROMOTING the fundamental values of democracy, the rule of law and political pluralism;
- RESPECTING AND DEFENDING human rights, human dignity and fundamental freedoms;
- REFERRING to the United Nations Sustainable Development Goals;
- HAVING REGARD to the friendly relations between the Parties;
- DESIRING to further strengthen these relations and the fruitful cooperation between the Parties;
- REFERRING to the “Memorandum of Understanding between the European Union and Switzerland on a contribution by Switzerland towards reducing economic and social disparities and for cooperation in the area of migration in the European Union” signed on 30 June 2022 for a total amount of CHF 1’302’000’000 (one billion three hundred and two million Swiss francs) to selected EU Member States for cooperation in the areas of cohesion and migration (hereinafter referred to as the “second Swiss Contribution”);
- NOTING the cooperation in the area of migration of up to CHF 200’000’000 (two hundred million Swiss francs) under the second Swiss Contribution;

– IN VIEW of the cooperation in the area of cohesion of up to CHF 1'102'000'000 (one billion one hundred and two million Swiss francs) under the second Swiss Contribution;

hereby agree as follows:

Article 1 – Definitions

For the purposes of this Framework Agreement:

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

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

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

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

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

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

“Slovenian-Swiss 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

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 Slovenia.

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 Slovenian-Swiss Cooperation Programme is to contribute to the reduction of the economic and social disparities within the EU and within Slovenia, 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 Slovenian-Swiss 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 Slovenia and Switzerland.

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

6. All actions under the Slovenian-Swiss 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 Slovenia of up to CHF 16'000'000 (sixteen million 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 “Slovenian-Swiss 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 Slovenia and Switzerland.

3. The period of eligibility of expenditures from Support Measures, as defined in Chapter 6 of the Regulations, ends on 3 December 2029, inclusive. Funds not used until this date shall no longer be available to Slovenia.

4. Under the Slovenian-Swiss Cooperation Programme, with the exception of the amounts reserved for Swiss management costs and the Swiss Expertise and Partnership Cohesion Fund, the Contribution should be provided in the form of non- refundable grants or concessional financial facilities such as credit lines, guarantee schemes, equity, debt participation, and loans.

5. The financing from the Contribution shall not exceed 60 % of the eligible expenditures from the Support Measure, except for:

a) Projects or Programmes receiving additional financing in the form of budget allocations from national, regional or local authorities, in which case the financing from the Contribution may not exceed 85 % of the total eligible expenditures;

b) Projects or Programmes implemented by non-governmental organisations, which may be financed to a degree higher than 60 % or fully by the Contribution;

c) Technical Support, which may be financed to a degree higher than 60 % or fully by the Contribution;

d) Support Measures in the form of credit lines, guarantee schemes, equity and debt participation and loans to the private sector, which may be financed to a degree higher than 60 % or even fully by the Contribution.

6. Slovenia 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. Slovenia 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. Slovenia 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 Slovenia 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 Slovenian- Swiss 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. Slovenia 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 Slovenian-Swiss 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 Slovenian-Swiss 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. Slovenia 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 Slovenian-Swiss 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 Slovenian-Swiss 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 Slovenian-Swiss Cooperation Programme is limited to providing funds in accordance with the relevant Support Measure Agreements. No liability to Slovenia, 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.

Signed in [Place] on [Date], in two original copies in the English language.

For the Government of the Republic of Slovenia

For the Swiss Federal Council

Annex

COUNTRY-SPECIFIC SET-UP

to the

FRAMEWORK AGREEMENT

between

THE GOVERNMENT OF THE REPUBLIC OF SLOVENIA

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

General provisions

1.1. This Country-Specific Set-Up is an integral part of the Framework Agreement between the Government of the Republic of Slovenia (hereinafter referred to as "Slovenia") 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 Slovenia and Switzerland, as well as the

attribution of responsibilities and tasks to entities involved in the implementation of the Slovenian-Swiss 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 Slovenian-Swiss Cooperation Programme

2.1 National Coordination Unit

The Partner State has authorised the Ministry of Cohesion and Regional Development (hereinafter referred to as “MCRD”) to act on its behalf as National Coordination Unit (hereinafter referred to as “NCU”) of the Slovenian-Swiss Cooperation Programme. The Financial Mechanisms Division within the Interreg and Financial Mechanisms Office of MCRD shall act as the NCU. The Head of the Financial Mechanisms Division within MCRD shall act as the Head of NCU. The role and responsibilities of the National Coordination Unit are set out in the Regulations.

2.2 Intermediate Body

The Intermediate Body for the Slovenian-Swiss Cooperation Programme is not foreseen.

2.3 Paying Authority

The Paying Authority is the Ministry of Finance, EU/CA Funds Management Division within the Budget Directorate. The Head of the EU/CA Funds Management Division within the Ministry of Finance shall act as the Head of the Paying Authority. The roles and responsibilities of the Paying Authority are set out in the Regulations.

2.4 Audit Authority

The Audit Authority is the Budget Supervision Office / Other European Funds and Mechanisms Audit Division. The Director of the Budget Supervision Office shall act as the Head of the Audit Authority. The roles and responsibilities of the Audit Authority are set out in the Regulations.

Parameters of cooperation

3.1. Thematic allocation

Specific objective & thematic area	Indicative allocation of the Contribution [in CHF million]
1. Promoting economic growth and social dialogue, reducing (youth) unemployment	
(i) Vocational and professional education and training	
(ii) Research and innovation	
(iii) Financing for micro, small and medium-sized enterprises	

2. Managing migration and supporting integration. Increasing public safety and security	
(iv) Providing support to migration management and promoting integration measures	
(v) Improving public safety and security	
3. Protecting the environment and the climate	
(vi) Energy efficiency and renewable energy	15.12
(vii) Public transport	
(viii) Water and waste-water management	
(ix) Waste management	
(x) Nature conservation and biodiversity	
4. Strengthening of social systems	
(xi) Health and social protection	
(xii) Minorities and socially disadvantaged groups	
5. Civic engagement and transparency	
(xiii) Civic engagement and transparency	
6. Technical support	
(xiv) Technical Assistance Fund	0.48
(xv) Support Measure Preparation Fund	0.40
Total Allocation	16.00

Any unused balances in all the Support Measures including Programme Components of the Slovenian-Swiss Cooperation Programme may be transferred to any other approved Support Measure / Programme Component 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 Slovenian-Swiss Cooperation Programme. For the consequent modification of the Support Measure, Article 4.12 of the Regulations shall apply.

3.2 Geographical allocation

The less-favoured Slovenian regions should receive at least 50 % of the Contribution.

3.3 Pre-specified parameters for thematic area “Energy efficiency and renewable energy”

Being an Alpine country, Slovenia faces similar challenges related to climate change impacts as Switzerland. Climate change is a global trend, but the Alpine region is particularly sensitive and vulnerable in this respect. Increased temperatures and changed precipitation patterns leading more frequently to extreme weather events and changing the ecosystem are going to impact the Alpine environment, economy and society in different ways. It is therefore of vital importance for the Alpine region as such to engage in climate change mitigation and adaptation measures which could help to slow down this process and help Alpine countries to adapt to a new reality. The energy efficiency and renewable energy thematic area plays a key role in this process.

Directly selected or pre-identified Support Measures

Support Measure name Programme name	Increasing energy efficiency and promoting renewable energy in alpine regions
Support Measure type	Programme
Programme Strategic Focus	The Programme will contribute to the reduction of greenhouse gas emissions by improving energy efficiency, promoting the use of renewable energy sources and raising awareness about the need to move to a low-carbon society. The Programme will also contribute to the transition from fossil fuels, to the use of renewable energy sources, which is in line with the current country targets for the share of renewables in overall energy use until 2030 and aiming for higher shares as planned in the RePower EU initiative.
Programme Operator	The Ministry of the Environment, Climate and Energy
Swiss Support Measure / Programme Partner(s)	See description for each Programme Component below.

The Programme “Energy efficiency and renewable energy” will consist of the following three Programme Components:

1) DIGI-LEC – Optimising energy efficiency and renewable energy planning through the digitalization of Local Energy Concepts (LECs)

2) Promotion of energy communities with renewables and promotion of shallow geothermal energy use

a) Sub-Component a – Increased share of renewable energy communities;

b) Sub-Component b – Replacement of fossil fuel boilers with geothermal heat pumps using shallow geothermal energy.

3) Piloting Agri-photovoltaics

Programme Component No. 1

Programme Component name	DIGI-LEC – Optimising energy efficiency and renewable energy planning through the digitalization of Local Energy Concepts (LECs)
Programme Component type	Predefined Component
Programme Component Objectives	To create a national platform for the digitalisation of LECs in order to plan and manage the local energy systems in a more efficient and sustainable manner. To enable tracking, monitoring and reporting of energy planning and energy efficiency and renewable energy implementation progress with digital tools and methods.
Programme Component Strategic Focus	The Programme Component will provide local communities with support for planning their local energy concepts with an ambitious share of renewable energy sources. The digitalization of Local Energy Plans will make all relevant information available to the public at a single point of access, thus enabling to share good practices and to provide a general overview of all local plans.
Swiss indicative Commitment	1.7 million CHF
Swiss Support Measure Partner(s)	To be jointly identified at a later stage.

Other specificities related to the Programme Component	The Digital Local Energy Plans (DIGI-LEP) is a comprehensive and data-driven energy planning system. The evidence-based system approach identifies the most effective route for the local area to contribute towards meeting the national net zero target, as well as meeting its local net zero target. Through digitalization, a community can identify existing and future energy needs as well as priorities for action and opportunities to support its current and future energy system developments. Local energy plans are developed by local actors and are created in collaboration with other stakeholders, such as the local authority, the distribution network operator and local generators. DIGI- LEP can benefit, and indeed support, other local, regional, and national strategies. DIGI-LEP can also be the catalyst for green innovation – for example by establishing smart local energy systems. In a smart local energy system, local energy infrastructure works in a smart and connected way to reduce emissions and help bring additional economic or social value to a community.
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Programme Component No. 2

The Programme Component “Promotion of energy communities with renewables and promotion of shallow geothermal energy use” will consist of two Sub-Components:

Programme Sub-Component No. 2a

Programme Component name	Promotion of energy communities with renewables and promotion of shallow geothermal energy use
Programme Sub-Component name	Increased share of renewable energy communities
Programme Sub-Component type	Grants awarded based on a selection through a call for proposals.
Programme Sub-Component Objectives	To establish representative, progressive, innovative practices in the field of renewable energy communities in the Slovenian sector of public high schools, high school centres and public universities.
Programme Sub-Component Strategic Focus	The focus of this Programme Sub-Component is to establish representative, progressive, innovative practices in the field of renewable energy communities in the Slovenian public education sector, which contributes to a faster green transition to a low-carbon society. The Programme Sub-Component includes educational and awareness-raising aspects. The proposed measures would thereby help reduce differences in RES deployment both at the EU level and within the country. The measure will help achieve the national 2030 RES targets, reduce GHG emissions, and establish a practice or a model for the implementation of similar RES energy community projects across the country.
Swiss Commitment	6.21 million CHF
Swiss Support Measure Partner(s)	To be jointly identified at a later stage.
Other specificities related to the Programme Sub-Component	The specific target of this Programme Sub-Component are public bodies with appropriate surface resources for a setup of photovoltaics.

Programme Sub-Component No. 2b

Programme Component name	Promotion of energy communities with renewables and promotion of shallow geothermal energy use
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Programme Sub-component name	Replacement of fossil fuel boilers with geothermal heat pumps using shallow geothermal energy
Programme Sub-Component type	Grants awarded based on a selection through a call for proposals.
Programme Sub-Component Objectives	To replace fossil fuel boilers with geothermal heat pumps using shallow geothermal energy.
Programme Sub-Component Strategic Focus	The Programme Sub-Component will promote the use of renewable energy sources and contribute to the transition from fossil fuels to the use of shallow geothermal energy by replacing fossil powered boilers with heat pumps using shallow geothermal energy.
Swiss Commitment	5.21 million CHF
Swiss Support Measure Partner(s)	To be jointly identified at a later stage.
Other specificities related to the Programme Sub-Component	The specific target of this Programme Sub-Component are publicly owned buildings, including those of local communities, and local district heating systems owned by local communities. The Programme Sub-Component will support the installation of heat pumps using shallow geothermal energy. This will enable the transition to renewables where the use of biomass would negatively affect quality of air and the use of less expensive air-to-water heat pumps is not possible due to higher heat demand, unsuitable climate conditions, noise pollution, etc.

Programme Component No. 3

Programme Component name	Piloting Agri-photovoltaics	
Programme Component type	Pilot activities	
Programme Component Objectives	To install solar power capacity in pilot projects on agricultural land and to develop an acceptability analysis on the basis of these pilot projects.	
Programme Component Strategic Focus	The Programme Component focus is to implement pilot projects that will foster testing and trialling of a new innovative approach to renewable energy production in a real-life environment that enables simultaneous and more efficient land use. Many key actors, particularly in the agriculture sector, will gain insight into how photovoltaics systems work, learning and understanding the benefits of simultaneous use of land for solar photovoltaics power and agricultural production.	
Swiss indicative Commitment	2 million CHF	
Swiss Support Measure Partner(s)	To be jointly identified at a later stage.	

Partner State specific rules and procedures

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

The following text replaces paragraph 2 of Article 6.3 of the Regulations:

The period of eligibility of expenditures incurred in the Support Measure Preparation Fund runs from the establishment of the Support Measure Preparation Fund under Article 5.3 paragraph 2 until the approval or rejection of the Programme with all Programme Components and Sub-Components.

The following text complements paragraph 4 of Article 4.10 of the Regulations:

The eligibility of expenditures incurred by Swiss partners is subject to the same rules as would apply if the expenditures were incurred by Slovenian partners.

A report by an independent auditor qualified to carry out statutory audits of accounting documents, certifying that the claimed costs of Swiss partners are incurred in accordance with the Regulations, the Swiss law and relevant Swiss accounting practices, shall be accepted as sufficient proof of expenditure incurred by Swiss partners. A report issued by a competent and independent Swiss public officer recognised by the relevant Swiss authorities as having a budget and financial control capacity over the Swiss entity incurring the costs and who has not been involved in the preparation of the financial statements, certifying that the claimed costs of Swiss partners are incurred in accordance with the Regulations, the relevant Swiss law and Swiss accounting practices, shall also be accepted as sufficient proof of expenditure incurred by Swiss partners. The principle of proportionality shall be respected. Expenditures for the certification of costs claimed by Swiss partners involved in the Programme Components shall be covered from the Programme budget.

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

OKVIRNI SPORAZUM

med

VLADO REPUBLIKE SLOVENIJE

in

ŠVICARSKIM ZVEZNIM SVETOM

o

IZVAJANJU DRUGEGA ŠVICARSKEGA PRISPEVKA

IZBRANIM DRŽAVAM ČLANICAM EVROPSKE UNIJE

ZA ZMANJŠEVANJE GOSPODARSKIH IN SOCIALNIH

RAZLIK V EVROPSKI UNIJI

VLADA REPUBLIKE SLOVENIJE

(v nadaljnjem besedilu: Slovenija)

in

ŠVICARSKI ZVEZNI SVET

(v nadaljnjem besedilu: Švica),

v nadaljnjem besedilu skupaj: pogodbeni stranki, sta se

- OB UGOTAVLJANJU, da je Švica solidarna s prizadevanji Evropske unije (EU) za zmanjševanje gospodarskih in socialnih razlik v EU;
- ZAVEZALI k nadaljnjemu zmanjševanju gospodarskih in socialnih razlik v EU in Sloveniji;

- NA TEMELJIH uspešnega sodelovanja med pogodbenima strankama med procesom prehoda Slovenije, ki je Slovenijo pripeljal do pristopa k EU, in v okviru Švicarskega prispevka k razširjeni EU;
 - OB DELJENJU IN SPODBUJANJU temeljnih vrednot demokracije, vladavine prava in političnega pluralizma;
 - OB SPOŠTOVANJU IN ZAGOVARJANJU človekovih pravic, človekovega dostojanstva in temeljnih svoboščin;
 - OB SKLICEVANJU na cilje trajnostnega razvoja Združenih narodov;
 - OB UPOŠTEVANJU prijateljskih odnosov med pogodbenima strankama;
 - V ŽELJI po nadaljnji krepitvi teh odnosov in plodnega sodelovanja med pogodbenima strankama;
 - OB SKLICEVANJU na Memorandum o soglasju med Evropsko Unijo in Švico o prispevku Švice k zmanjševanju gospodarskih in socialnih razlik in za sodelovanje na področju migracij v Evropski uniji, podpisan 30. junija 2022 v skupni vrednosti 1.302.000.000 CHF (milijarda tristo dva milijona švicarskih frankov), izbranim državam članicam EU za sodelovanje na področjih kohezije in migracij (v nadaljnjem besedilu: drugi Švicarski prispevek);
 - OB UPOŠTEVANJU sodelovanja na področju migracij v vrednosti do 200.000.000 CHF (dvesto milijonov švicarskih frankov) v okviru drugega Švicarskega prispevka;
 - GLEDE NA sodelovanje na področju kohezije v vrednosti 1,102,000,000 CHF (milijarda sto dva milijona švicarskih frankov) v okviru drugega Švicarskega prispevka,
- dogovorili naslednje:

1. člen – Opredelitev pojmov

Za namen tega Okvirnega sporazuma:

„prispevek“ pomeni maksimalno višino nepovratnih finančnih sredstev, ki jih Švica dodeli Sloveniji po tem Okvirnem sporazumu;

„Ureditev za partnersko državo“ (priloga) pomeni tematsko in geografsko razdelitev sredstev Švicarskega prispevka in posebna pravila, dogovorjena med Slovenijo in Švico, ter dodelitev odgovornosti in nalog organom, ki so vključeni v izvajanje Slovensko-švicarskega programa sodelovanja in ukrepov podpore;

„Sporazum o soglasju“ pomeni Sporazum o soglasju med Evropsko unijo in Švico o prispevku Švice k zmanjševanju gospodarskih in socialnih razlik in za sodelovanje na področju migracij v Evropski uniji, podpisan 30. junija 2022 v skupni vrednosti 1.302.000.000 CHF (ena milijarda tristo dva milijona švicarskih frankov), izbranim državam članicam EU za sodelovanje na področjih kohezije in migracij;

„nacionalni koordinacijski organ“ pomeni nacionalni javni organ, ki ga Slovenija imenuje, da v njenem imenu deluje pri izvajanju Slovensko-švicarskega programa sodelovanja;

„program“ pomeni skladen sklop programskih komponent, ki se izvaja v skladu z nacionalnimi prednostnimi nalogami, politikami ali strategijami partnerske države s finančno podporo Švicarskega prispevka in vsebuje enoten celovit izvedbeni in proračunski okvir s splošnimi cilji. Program lahko spremlja dialog o politiki;

„projekt“ pomeni nedeljiv niz dejavnosti, ki se izvaja s finančno podporo Švicarskega prispevka in je namenjen doseganju dogovorjenih ciljev in rezultatov ter ni del programa;

„Uredba“ pomeni Uredbo o izvajanju drugega Švicarskega prispevka na področju kohezije, ki jo je izdala Švica in določa splošna pravila in postopke za izvajanje Slovensko-švicarskega programa sodelovanja;

„ukrep podpore“ se uporablja kot splošen izraz in pomeni posamezen projekt, program ali tehnično podporo v okviru Slovensko-švicarskega programa sodelovanja;

„sporazum o ukrepu podpore“ pomeni sporazum med pogodbenima strankama in, po potrebi, dodatnimi pogodbenimi strankami o izvajanju ukrepa podpore;

„Slovensko-švicarski program sodelovanja“ pomeni bilateralni program za izvajanje tega Okvirnega sporazuma;

„tehnična podpora“ pomeni del Švicarskega prispevka, ki je zagotovljen v okviru Programa sodelovanja za pripravo ukrepov podpore ter za učinkovito in uspešno izvajanje Programa sodelovanja.

2. člen – Pravni okvir

1. Ta Okvirni sporazum skupaj z naslednjimi dokumenti predstavlja pravni okvir za izvajanje drugega Švicarskega prispevka na področju kohezije:

- a) Uredba in vse nadaljnje spremembe Uredbe;
- b) sporazumi o ukrepih podpore ali drugi sporazumi med pogodbenima strankama, ki izhajajo iz Okvirnega sporazuma in
- c) vsi operativni postopki ali smernice, ki jih Švica sprejme po posvetovanju s Slovenijo.

2. V primeru nasprotja/neskladnosti med določbami teh instrumentov se uporablja zgoraj navedeni prednostni vrstni red.

3. člen – Cilji in načela

1. Splošni cilj Slovensko-švicarskega programa sodelovanja je prispevati k zmanjševanju gospodarskih in socialnih razlik v EU in Sloveniji s poglobljanjem in nadaljnjo krepitvijo bilateralnih odnosov med Švico in EU ter državami članicami EU.

2. Pogodbeni stranki izbereta ukrepe podpore, ki prispevajo k doseganju splošnega cilja in ki, razen tehnične podpore, prispevajo k vsaj enemu izmed naslednjih petih ciljev drugega Švicarskega prispevka:

- a) spodbujanje gospodarske rasti in socialnega dialoga, zmanjševanje brezposelnosti (mladih);
- b) upravljanje migracij in spodbujanje integracije. Povečanje javne varnosti in zaščite;
- c) varovanje okolja in podnebja;
- d) krepitev socialnih sistemov;
- e) državljansko udejstvovanje in preglednost.

3. Ukrepi podpore, razen tehnične podpore in če se pogodbeni stranki ne dogovorita drugače, se dodelijo najmanj enemu tematskemu področju sodelovanja, kot je določeno v Uredbi. Pogodbeni stranki zagotavljata tematsko osredotočenost v okviru Švicarskega prispevka. V ta namen se pogodbeni stranki medsebojno dogovorita o omejenem številu tematskih področij, ki prejmejo podporo v okviru Slovensko-švicarskega programa sodelovanja, kot je določeno v Ureditvi za partnersko državo.

4. Pogodbeni stranki spodbujata partnerstva in izmenjavo strokovnega znanja med subjekti iz Slovenije in Švice.

5. Ukrepi podpore upoštevajo socialno vključenost in zagotavljajo okoljsko trajnost.

6. Vsi ukrepi v okviru Slovensko-švicarskega programa sodelovanja se izvajajo v skladu s cilji, načeli, strateškimi usmeritvami ter geografsko in tematsko osredotočenostjo, kot je določeno v Ureditvi za partnersko državo in Uredbi.

4. člen – Finančni okvir

1. Švica se strinja, da bo Sloveniji dodelila prispevek v višini do 16.000.000 CHF (šestnajst milijonov švicarskih frankov) glede na dogovorjena tematska področja in geografsko razdelitev sredstev ter v skladu z okvirno dodelitvijo, določeno v Ureditvi za partnersko državo.

2. Prispevek iz prvega odstavka tega člena ne vključuje izdatkov Švice za stroške upravljanja Slovensko-švicarskega programa sodelovanja in za Sklad za švicarsko strokovno znanje in partnerstvo. Slednji je sklad, ki ga upravlja Švica s ciljem izbranim državam članicam EU omogočiti dostop do švicarskega strokovnega znanja, zagotoviti kakovost in trajnost ukrepov podpore, krepiiti bilateralne odnose in spodbujati partnerstva med Slovenijo in Švico.

3. Obdobje upravičenosti izdatkov ukrepov podpore iz Poglavlja 6 Uredbe traja do vključno 3. decembra 2029. Sredstva, ki do tega datuma ne bodo porabljena, Sloveniji ne bodo več na voljo.

4. V okviru Slovensko-švicarskega programa sodelovanja se prispevek zagotavlja v obliki nepovratnih sredstev ali ugodnih finančnih instrumentov, kot so kreditne linije, jamstvene sheme, kapitalska udeležba, upravljanje dolga in posojila, razen zneskov, rezerviranih za stroške upravljanja, ki nastanejo Švici, in za Sklad za švicarsko strokovno znanje in partnerstvo.

5. Financiranje iz Švicarskega prispevka ne presega 60 % upravičenih izdatkov ukrepa podpore, razen pri:

a) projektih ali programih, ki prejemajo dodatno financiranje v obliki sredstev iz proračuna državnih, regionalnih ali lokalnih organov, pri čemer financiranje iz Švicarskega prispevka ne sme presegati 85 % skupnih upravičenih izdatkov;

b) projektih ali programih, ki jih izvajajo nevladne organizacije in se lahko s sredstvi Švicarskega prispevka financirajo v višini več kot 60 % ali pa v celoti;

c) tehnični podpori, ki se lahko s sredstvi prispevka financira v višini več kot 60 % ali pa v celoti;

d) ukrepih podpore v obliki kreditnih linij, jamstvenih shem, kapitalske udeležbe in upravljanja dolga ter posojil zasebnemu sektorju, ki se lahko s sredstvi Švicarskega prispevka financirajo v višini več kot 60 % ali pa v celoti.

6. Slovenija zagotavlja skladnost z veljavnimi pravili o državni pomoči in javnem naročanju.

5. člen – Načela za ukrepe podpore

1. Ukrepi podpore se izvajajo v skladu s pravnim okvirom iz 2. člena.

2. Slovenija je odgovorna za opredelitev ukrepov podpore, ki

a) so ustrezni in v skladu z nacionalnimi prednostnimi nalogami;

b) so učinkoviti pri naslavljanju ugotovljenih potreb;

c) so izvedljivi in omogočajo učinkovito izvedbo;

d) imajo pričakovani učinek;

e) so oblikovani, da prinašajo trajne koristi.

3. Slovenija zagotavlja preprečevanje dvojnega financiranja in/ali prekrivanje s katerim koli delom ukrepa podpore, ki prejema podporo iz drugih strukturnih in/ali kohezijskih skladov, kot so evropski skladi, Finančni mehanizem Evropskega gospodarskega prostora oziroma Norveški finančni mehanizem.

4. Vsak ukrep podpore najprej odobri Slovenija in nato Švica.

5. Vsak ukrep podpore je predmet sporazuma o ukrepu podpore.

6. Pogodbeni stranki velik pomen pripisujeta spremljanju, vrednotenju in reviziji ukrepov podpore in Švicarskega prispevka. Vsaka pogodbeni stranka brez odlašanja zagotovi vse koristne informacije, ki jih zahteva druga pogodbeni stranka. Pogodbeni stranki zagotovita učinkovito usklajevanje in spremljanje Slovensko-švicarskega programa sodelovanja.

7. Švica ali katera koli tretja stran, ki je pooblaščen, da deluje v njenem imenu, ima pravico obiskati, spremljati, pregledovati, revidirati in vrednotiti vse dejavnosti in postopke, ki so povezani z izvajanjem ukrepov podpore, kakor se Švici zdi primerno. Slovenija zagotovi vse zahtevane in koristne informacije, pomoč in dokumentacijo, da Švici omogoči uveljavljanje te pravice.

8. Pristojni organi iz 6. člena se sestanejo vsako leto, da se zagotovi učinkovito izvajanje Slovensko-švicarskega programa sodelovanja. Namen letnih sestankov je pregled napredka,

doseženega pri izvajanju Slovensko-švicarskega programa sodelovanja, dogovarjanje o sprejetju potrebnih ukrepov ter zagotavljanje platforme za razpravo o zadevah bilateralnega pomena.

6. člen – Pristojni organi

1. Slovenija je pooblastila nacionalni javni organ, da v njenem imenu deluje kot nacionalni koordinacijski organ (glej Ureditev za partnersko državo). Nacionalni koordinacijski organ je v celoti odgovoren za doseganje ciljev Slovensko-švicarskega programa sodelovanja in njegovo izvajanje v skladu s tem Okvirnim sporazumom.

2. Švica je pooblastila Zvezno ministrstvo za zunanje zadeve, ki deluje prek Švicarske agencije za razvoj in sodelovanje (SDC), in Zvezno ministrstvo za gospodarske zadeve, izobraževanje in raziskave, ki deluje prek Državnega sekretariata za gospodarske zadeve (SECO), da delujeta v njenem imenu pri izvajanju Slovensko-švicarskega programa sodelovanja. Ukrepi podpore se dodelijo SDC ali SECO v skladu z njunimi področji pristojnosti.

7. člen – Odgovornost

Odgovornost Švice v zvezi s Slovensko-švicarskim programom sodelovanja je omejena na zagotavljanje sredstev v skladu z ustreznimi sporazumi o ukrepih podpore. Švica do Slovenije, katerega koli javnega ali zasebnega subjekta, vključenega v ukrep podpore, ali tretjih oseb ne prevzema oziroma ne bo prevzela nobene odgovornosti.

8. člen – Skupni interes

Pogodbeni stranki povezuje skupni interes za preprečevanje korupcije in boj proti korupciji, ki ogroža dobro upravljanje in pravilno uporabo sredstev, potrebnih za razvoj, in spodkopava pošteno in odprto konkurenco v postopkih javnega naročanja, ki temeljijo na ceni in kakovosti. Pogodbeni stranki se zato dogovorita, da si bosta skupaj prizadevali za boj proti korupciji, in še posebej, da se vsaka ponudba, darilo, plačilo, nagrada ali ugodnost ponujena komur koli neposredno ali posredno zaradi dodelitve pristojnosti ali pogodbe v skladu s tem okvirnim sporazumom ali med njegovim izvajanjem razume kot nezakonito dejanje ali koruptivno ravnanje. Vsako tovrstno dejanje predstavlja zadosten razlog za odpoved tega okvirnega sporazuma in posameznega sporazuma o ukrepu podpore, preklic javnega naročila ali posledične oddaje naročila ali za sprejetje katerega koli drugega sorazmernega popravnega ukrepa, ki ga določa veljavna zakonodaja. Pogodbeni stranki se brez odlašanja obvestita o vsakem utemeljenem sumu nezakonitega dejanja ali koruptivnega ravnanja.

9. člen – Spremembe

1. Vsaka sprememba tega Okvirnega sporazuma se sklene v pisni obliki na podlagi dogovora med pogodbenima strankama.

2. Ne glede na prvi odstavek se lahko Ureditev za partnersko državo sporazumno spremeni z izmenjavo pisem med pristojnimi organi iz 6. člena.

10. člen – Končne določbe

1. Ureditev za partnersko državo (Priloga 1) je sestavni del tega Okvirnega sporazuma.

2. Ta Okvirni sporazum začne veljati po podpisu z dnem prejema zadnjega uradnega obvestila, ki potrjuje, da sta obe pogodbeni stranki zaključili svoje postopke odobritve. Sporazum velja, dokler pogodbeni stranki ne izpolnita vseh svojih obveznosti. Pogodbeni stranki začasno uporabljata ta Okvirni sporazum in Prilogo k Okvirnemu sporazumu od dneva podpisa s strani pogodbenih strank.

3. Vsak spor, ki bi lahko nastal v zvezi z uporabo tega Okvirnega sporazuma, se rešuje po diplomatski poti.

4. Ta Okvirni sporazum lahko vsaka od pogodbenih strank kadar koli odpove s predhodnim šestmesečnim pisnim obvestilom drugi stranki. Pred sprejetjem takšne odločitve se pogodbeni stranki posvetujeta o razlogih za odpoved.

5. V primeru odpovedi tega Okvirnega sporazuma se njegove določbe še naprej uporabljajo za zadevne sporazume o ukrepih podpore, ki so bili sklenjeni pred odpovedjo tega Okvirnega sporazuma. Pogodbeni stranki sprejmeta sporazumno odločitev o vseh drugih posledicah odpovedi.

Podpisano v [kraj] dne [datum] v dveh izvirnikih v angleškem jeziku.

Za Vlado Republike Slovenije

Za Švicarski zvezni svet

Priloga

UREDITEV ZA PARTNERSKO DRŽAVO

k

OKVIRNEMU SPORAZUMU

med

VLADO REPUBLIKE SLOVENIJE

in

ŠVICARSKIM ZVEZNIM SVETOM

o

IZVAJANJU DRUGEGA ŠVICARSKEGA PRISPEVKA IZBRANIM DRŽAVAM ČLANICAM EVROPSKE UNIJE

ZA ZMANJŠEVANJE GOSPODARSKIH IN SOCIALNIH RAZLIK V EVROPSKI UNIJI

1. Splošne določbe

1.1 Ureditev za partnersko državo je sestavni del Okvirnega sporazuma med Vlado Republike Slovenije (v nadaljnjem besedilu: Slovenija) in Švicarskim zveznim svetom (v nadaljnjem besedilu: Švica) o izvajanju drugega Švicarskega prispevka izbranim državam članicam EU za zmanjševanje gospodarskih in socialnih razlik v EU (v nadaljnjem besedilu: Okvirni sporazum).

1.2 Za namen Ureditve za partnersko državo se uporablja opredelitev pojmov iz Okvirnega sporazuma.

1.3 Ureditev za partnersko državo določa tematsko in geografsko razdelitev sredstev Švicarskega prispevka in posebna pravila, dogovorjena med Slovenijo in Švico, ter opredeljuje odgovornosti in naloge, dodeljene organom, ki so vključeni v izvajanje Slovensko-švicarskega programa sodelovanja in ukrepov podpore.

1.4 Za posebna pravila in postopke, ki niso opredeljeni v Ureditvi za partnersko državo, se uporabljajo določbe Uredbe.

Vloge in odgovornost organov v okviru Slovensko-švicarskega programa sodelovanja

2.1 Nacionalni koordinacijski organ

Partnerska država je pooblastila Ministrstvo za kohezijo in regionalni razvoj (v nadaljnjem besedilu: MKRR), da v njenem imenu deluje kot Nacionalni koordinacijski organ (v nadaljnjem besedilu: NKO) v okviru Slovensko-švicarskega programa sodelovanja. Sektor za finančne mehanizme Urada za Interreg in finančne mehanizme na MKRR deluje kot NKO. Vodja Sektorja za finančne mehanizme na MKRR deluje kot vodja NKO. Vloge in odgovornosti Nacionalnega koordinacijskega organa so opredeljene v Uredbi.

2.2 Vmesni organ

Vmesni organ za Slovensko-švicarski program sodelovanja ni predviden.

2.3 Plačilni organ

Sektor za upravljanje s sredstvi EU/CA Direktorata za proračun na Ministrstvu za finance deluje kot Plačilni organ. Vodja Sektorja za upravljanje s sredstvi EU/CA deluje kot vodja Plačilnega organa. Vloge in odgovornosti Plačilnega organa so opredeljene v Uredbi.

2.4 Revizijski organ

Sektor za revizijo drugih evropskih skladov v Uradu Republike Slovenije za nadzor proračuna deluje kot Revizijski organ. Direktor Urada Republike Slovenije za nadzor proračuna deluje kot vodja Revizijskega organa. Vloge in odgovornosti Revizijskega organa so opredeljene v Uredbi.

Parametri sodelovanja

3.1 Tematska razdelitev sredstev

Specifični cilj in tematsko področje	Okvirna dodelitev sredstev Švicarskega prispevka [v milijonih CHF]
1. Spodbujanje gospodarske rasti in socialnega dialoga, zmanjševanje brezposelnosti (mladih)	
(i) Poklicno in strokovno izobraževanje in usposabljanje	
(ii) Raziskave in inovacije	
(iii) Financiranje mikro, malih in srednje velikih podjetij	
2. Upravljanje migracij in spodbujanje integracije. Povečanje javne varnosti in zaščite	
(iv) Zagotavljanje podpore upravljanju migracij in spodbujanje integracijskih ukrepov	
(v) Izboljšanje javne varnosti in zaščite	
3. Varovanje okolja in podnebja	
(vi) Energetska učinkovitost in obnovljiva energija	15.12
(vii) Javni promet	
(viii) Upravljanje voda in ravnanje z odpadno vodo	
(ix) Ravnanje z odpadki	
(x) Ohranjanje narave in biotska raznovrstnost	
4. Krepitev socialnih sistemov	
(xi) Zdravstvo in socialna zaščita	
(xii) Manjšine in socialno ogrožene skupine	
5. Državlansko udejstvovanje in preglednost	
(xiii) Državlansko udejstvovanje in preglednost	
6. Tehnična podpora	
(xiv) Sklad za tehnično pomoč	0.48
(xv) Sklad za pripravo ukrepa podpore	0.40
Skupaj dodeljena sredstva	16.00

Vsa neporabljena sredstva v vseh ukrepih podpore, vključno s programskimi komponentami Slovensko-švicarskega programa sodelovanja, se lahko na podlagi medsebojnega dogovora (npr. potrjeno v zapisnikih sestankov ali s korespondenco) med pristojnimi organi iz 6. člena Okvirnega sporazuma v času izvajanja Slovensko-švicarskega programa sodelovanja prenesejo na kateri koli drug odobreni ukrep podpore/programsko komponento pod pogojem, da je izvedljivost zagotovljena do konca obdobja upravičenosti. Za posledično spremembo ukrepa podpore se uporablja člen 4.12 Uredbe.

3.2. Geografska razdelitev sredstev

Regije z omejenimi možnostmi prejmejo najmanj 50 % Švicarskega prispevka.

3.3 Vnaprej določeni parametri za tematsko področje Energetska učinkovitost in obnovljiva energija

Slovenija se kot alpska država sooča s podobnimi izzivi kot Švica, ki so povezani z vplivi podnebnih sprememb. Podnebne spremembe so svetovni trend, vendar pa je območje Alp še posebej občutljivo in ranljivo v tem oziru. Višje temperature in spremenjeni vzorci padavin, ki vodijo v vse pogostejše ekstremne vremenske dogodke in spreminjajo ekosistem, bodo na različne načine vplivali na alpsko okolje, gospodarstvo in družbo. Zato je za alpsko regijo kot tako ključnega pomena, da se vključi v izvajanje ukrepov za blaženje podnebnih sprememb in prilagajanje nanje, ki bi lahko ta negativen proces upočasnil, alpskim deželam pa pomagali, da se prilagodijo in pripravijo na novo stvarnost. Tematsko področje Energetska učinkovitost in obnovljiva energija v tem procesu igra ključno vlogo.

Neposredno izbrani ali vnaprej določeni ukrepi podpore

Naziv ukrepa podpore Naziv programa	Povečanje energetske učinkovitosti in spodbujanje obnovljive energije v alpskih regijah
Vrsta ukrepa podpore	Program
Strateška usmeritev programa	Program prispeva k zmanjšanju emisij toplogrednih plinov z izboljšanjem energetske učinkovitosti, spodbujanjem uporabe obnovljivih virov energije in ozaveščanjem javnosti o potrebi po prehodu na nizkoogljično družbo. Program prispeva k prehodu s fosilnih goriv na obnovljive vire energije, kar je v skladu s sedanji cilji države glede deleža energije iz obnovljivih virov v bruto končni rabi energije do leta 2030, s ciljem doseganja višjih deležev, kot je načrtovano v pobudi RePower EU.
Nosilec programa	Ministrstvo za okolje, podnebje in energijo
Švicarski partner(ji) ukrepa podpore/programa	Glej opis vsake programske komponente v nadaljevanju.

Program Energetska učinkovitost in obnovljiva energija sestavljajo tri programske komponente:

1) DIGI-LEK – Optimizacija načrtovanja energetske učinkovitosti in rabe obnovljivih virov energije z digitalizacijo lokalnih energetskih konceptov (LEK)

2) Spodbujanje skupnosti na področju energije iz obnovljivih virov in spodbujanje uporabe plitve geotermalne energije

a) podkomponenta a – Večji delež skupnosti za oskrbo z energijo iz obnovljivih virov energije (skupnosti OVE);

b) podkomponenta b – Zamenjava kotlov na fosilna goriva z geotermalnimi toplotnimi črpalkami, ki izkoriščajo plitvo geotermalno energijo

3) Poskusno uvajanje agrofotovoltaike

Programska komponenta 1

Naziv programske komponente	DIGI-LEK – Optimizacija načrtovanja energetske učinkovitosti in rabe obnovljivih virov energije z digitalizacijo lokalnih energetskih konceptov (LEK)
Vrsta programske komponente	Vnaprej določena komponenta

Cilji programske komponente	Vzpostaviti nacionalno platformo za digitalizacijo lokalnih energetskega konceptov za učinkovitejšo in bolj trajnostno načrtovanje in upravljanje lokalnih energetskega sistemov. Omogočiti z digitalnimi orodji in metodami podprto sledenje, spremljanje in poročanje o energetskega načrtovanju in napredku pri izvajanju ukrepov za energetskega učinkovitost in ukrepov na področju obnovljivih virov energije.
Strateška usmeritev programske komponente	Programska komponenta lokalnim skupnostim zagotavlja podporo pri načrtovanju lokalnih energetskega konceptov z ambicioznim deležem energije iz obnovljivih virov. Z digitalizacijo lokalnih energetskega načrtov bodo vse pomembne informacije javnosti na voljo prek enotne vstopne točke, kar bo omogočilo izmenjavo dobrih praks in splošni pregled vseh lokalnih načrtov.
Okvirna zaveza Švice	1,7 milijona CHF
Švicarski partner(ji)	Opredeljen(i) skupaj v kasnejši fazi.
Druge posebnosti v povezavi s programsko komponento	Digitalni lokalni energetskega načrti (DIGI-LEN) predstavljajo celovit sistem energetskega načrtovanja na podlagi podatkov. S sistemskim pristopom, ki temelji na dokazih, se določi, kako lahko lokalno območje najučinkoviteje prispeva k doseganju nacionalnega cilja neto ničelnih emisij in lokalnega cilja ničelnih neto emisij. S pomočjo digitalizacije lahko lokalna skupnost oceni trenutne in prihodnje potrebe po energiji ter opredeli prednostna področja ukrepanja in priložnosti za podporo razvoju obstoječega in prihodnjega energetskega sistema. Lokalne energetskega načrte razvijajo lokalni akterji v sodelovanju z drugimi deležniki, kot so lokalne oblasti, upravljavec distribucijskega omrežja in lokalni proizvajalci električne energije. Digitalni lokalni energetskega načrti lahko podpirajo druge lokalne, regionalne in nacionalne strategije, lahko pa delujejo kot katalizator zelenih inovacij, na primer z vzpostavitvijo pametnih lokalnih energetskega sistemov. V pametnem lokalnem energetskega sistemu lokalna energetskega infrastruktura deluje pametno in povezano, da se zmanjšajo emisije in lokalni skupnosti prinesejo dodatne gospodarske ali družbene koristi.

Programska komponenta 2

Programska komponenta Spodbujanje skupnosti na področju energije iz obnovljivih virov in spodbujanje uporabe plitve geotermalne energije je sestavljena iz dveh podkomponent:

Programska podkomponenta 2a

Naziv programske komponente	Spodbujanje skupnosti na področju energije iz obnovljivih virov in spodbujanje uporabe plitve geotermalne energije
Naziv programske podkomponente	Večji delež skupnosti za oskrbo z energijo iz obnovljivih virov energije (skupnosti OVE)
Vrsta programske podkomponente	Nepovratna sredstva dodeljena na podlagi izbora v okviru javnega razpisa.
Cilji programske podkomponente	Oblikovati reprezentativne, napredne in inovativne prakse na področju skupnosti OVE v slovenskem sektorju javnih srednjih šol, srednješolskih centrov in javnih univerz.

Strateška usmeritev programske podkomponente	Programska podkomponenta je usmerjena v vzpostavitev reprezentativne, napredne in inovativne prakse na področju skupnosti OVE v sektorju javnega izobraževanja z namenom prispevati k hitrejšemu prehodu na nizkoogljično družbo. Programska podkomponenta vključuje izobraževalne vidike in vidike ozaveščanja javnosti. Predlagani ukrepi bodo prispevali k zmanjšanju razlik pri uvajanju in uporabi OVE z drugimi državami EU in znotraj države. Ukrepi bo prispevali k doseganju nacionalnih ciljev na področju OVE do leta 2030, zmanjšanju emisij toplogrednih plinov in vzpostavitvi prakse oziroma modela za izvajanje podobnih projektov skupnosti OVE po vsej državi.
Zaveza Švice	6,21 milijona CHF
Švicarski partner(ji)	Opredeljen(i) skupaj v kasnejši fazi.
Druge posebnosti v povezavi s programsko podkomponento	Posebna ciljna skupina v okviru te programske podkomponente so javni organi z ustreznimi površinami za postavitve sončnih elektrarn.

Programska podkomponenta 2b

Naziv programske komponente	Spodbujanje skupnosti na področju energije iz obnovljivih virov in spodbujanje uporabe plitve geotermalne energije
Naziv programske podkomponente	Zamenjava kotlov na fosilna goriva z geotermalnimi toplotnimi črpalkami, ki izkoriščajo plitvo geotermalno energijo
Vrsta programske podkomponente	Nepovratna sredstva dodeljena na podlagi izbora v okviru javnega razpisa.
Cilji programske podkomponente	Podpreti zamenjavo kotlov na fosilna goriva z geotermalnimi toplotnimi črpalkami, ki izkoriščajo plitvo geotermalno energijo.
Strateška usmeritev programske podkomponente	Programska podkomponenta spodbuja uporabo obnovljivih virov energije in prispevala k prehodu s fosilnih goriv na uporabo plitve geotermalne energije z zamenjavo kotlov na fosilna goriva s toplotnimi črpalkami, ki izkoriščajo geotermalno energijo.
Zaveza Švice	5,21 milijona CHF
Švicarski partner(ji)	Opredeljen(i) skupaj v kasnejši fazi.
Druge posebnosti v povezavi s programsko podkomponento	Posebna ciljna skupina v okviru te programske komponente so stavbe v javni lasti, vključno s stavbami lokalnih skupnosti, in lokalni sistemi daljinskega ogrevanja v lasti lokalnih skupnosti. V okviru programske podkomponente bo podprta namestitve toplotnih črpalk, ki izkoriščajo plitvo geotermalno energijo. To bo omogočilo prehod na obnovljive vire energije, kjer uporaba biomase negativno vpliva na kakovost zraka in kjer uporaba cenejših toplotnih črpalk zrak-voda ni mogoča zaradi večjih potreb po toploti, neprimernih podnebnih razmer, hrupa in drugih razlogov.

Programska komponenta 3

Naziv programske komponente	Poskusno uvajanje agrofotovoltaike
Vrsta programske komponente	Pilotne dejavnosti
Cilji programske komponente	Namestiti sončne elektrarne na kmetijska zemljišča v okviru pilotnih projektov in pripraviti analizo sprejemljivosti ukrepa na podlagi rezultatov pilotnih projektov.

Strateška usmeritev programske komponente	Programska komponenta se osredotoča na izvajanje pilotnih projektov, ki bodo spodbujali testiranje in preizkušanje novega inovativnega pristopa k proizvodnji električne energije iz obnovljivih virov v realnem okolju, ki omogoča sočasno in učinkovitejšo rabo kmetijskih zemljišč. Številni ključni akterji, zlasti v kmetijskem sektorju, bodo dobili vpogled v delovanje agrofotovoltaike ter spoznali prednosti souporabe kmetijskih zemljišč za proizvodnjo električne energije iz sončnih panelov in za kmetijske namene.	
Okvirna zaveza Švice	2 milijona CHF	
Švicarski partner(ji)	Opredeljen(i) skupaj v kasnejši fazi.	

Posebna pravila in postopki partnerske države

Slovenija in Švica se strinjata z naslednjimi posebnimi določbami o odstopanju / spremembi / dopolnitvi / specifikaciji Uredbe:

Drugi odstavek člena 6.3 Uredbe se nadomesti z naslednjim besedilom:

Obdobje upravičenosti izdatkov, ki nastanejo v okviru Sklada za pripravo ukrepov podpore, teče od datuma vzpostavitve Sklada za pripravo ukrepov podpore iz drugega odstavka člena 5.3 do potrditve ali zavrnitve Programa z vsemi programskimi komponentami in podkomponentami.

Četrty odstavek člena 4.10 Uredbe se dopolni z naslednjim besedilom:

Za upravičenost izdatkov švicarskih partnerjev veljajo enaka pravila kot če bi izdatki nastali slovenskim partnerjem.

Poročilo neodvisnega revizorja, ki je usposobljen za izvajanje zakonsko predpisanih revizij računovodskih dokumentov, ki dokazuje, da so stroški, ki jih uveljavljajo švicarski partnerji, nastali v skladu z Uredbo, ustrezno švicarsko zakonodajo in švicarsko računovodsko prakso, se sprejme kot zadosten dokaz o izdatkih, ki so nastali švicarskim partnerjem. Kot zadosten dokaz o nastalih izdatkih švicarskih partnerjev se šteje tudi poročilo pristojnega in neodvisnega švicarskega javnega uslužbenca, ki ga ustrezni švicarski organi priznavajo kot pristojnega za proračunski in finančni nadzor nad švicarskim subjektom, kateremu so stroški nastali, in ki ni sodeloval pri pripravi računovodskih izkazov ter potrjuje, da so stroški, ki jih uveljavljajo švicarski partnerji, nastali v skladu z Uredbo, ustrezno švicarsko zakonodajo in švicarsko računovodsko prakso. Upošteva se načelo sorazmernosti. Izdatki za potrjevanje stroškov, ki jih uveljavljajo švicarski partnerji, ki so vključeni v programske komponente, se krijejo iz proračuna Programa.

V primeru neskladja med Uredbo in temi posebnimi določbami veljajo posebne določbe te Priloge.

3. člen

Za izvajanje sporazuma skrbi ministrstvo, pristojno za kohezijo in regionalni razvoj.

4. člen

Ta uredba začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 5611-14/2023

Ljubljana, dne 21. decembra 2023

EVA 2023-1811-0063

Vlada Republike Slovenije

dr. Robert Golob

predsednik
