

## **SERVICE LEVEL AGREEMENT**

**Between**  
**the Agency for Support for the Body of**  
**European Regulators for Electronic Communications**

**and**  
**the Government**  
**of the Republic of Latvia**

the Agency for Support for the Body of European Regulators for Electronic Communications, hereinafter called "the Agency",

AND

the Government of the Republic of Latvia, hereinafter called "the Host Member State",

hereinafter jointly referred to as "the Parties",

having regard to the Headquarters Agreement between the Host Member State and the Agency, signed on 21.12.2020, hereinafter called "HQ Agreement",

have agreed the following:

### **Article 1**

#### **Objective and scope of the Service Level Agreement**

1. The objective of this Service Level Agreement, hereinafter called "SLA", is to further detail the provisions of the HQ Agreement and to define the conditions for the establishment and functioning of a Liaison Office in order to ensure the continuity in operation and the smooth functioning of the Agency.

2. For the purposes of the SLA, the Host Member State means competent institutions of the Host Member State in accordance to Annex 4 of the SLA.

3. The current SLA, among others, also determines other specific conditions related to the implementation of the HQ Agreement and clarifies the specific liabilities and split of responsibilities between the parties.

4. The provisions of the current SLA remain within the scope of the HQ Agreement.

5. In the event of contradiction of the provisions of the SLA with those of the HQ Agreement, the provisions of the HQ Agreement shall prevail.

## **Article 2**

### **Definitions**

1. For the purpose of this SLA the definitions of Article 1 of the HQ Agreement shall apply.

## **Article 3**

### **Responsibilities and Contact points**

1. Both Parties commit to implement the SLA in the spirit of sincere cooperation, transparency and efficiency.
2. Both Parties shall nominate the contact points for addressing each of the areas of responsibilities, which shall form an integral part of this SLA. In the event of the nomination of contact points from more than one entity a lead entity shall be appointed.
3. The list of contact points with specific responsible person and contact information (e-mail, telephone number) from each party shall be up-dated on a regular basis in the event of change of people or changes in the split of responsibilities within the respective party via exchange of letters. The new list of contact points shall be communicated to the other party without delay. The list of contact points shall be reviewed at least once per year.
4. Both parties remain responsible for actions or absence of actions of their respective contact points.
5. Both parties shall ensure that their respective staff complies with the rules set-out in the HQs Agreement and the current SLA, in particular on security, confidentiality and data protection.

## **Article 4**

### **Liaison Office**

1. To facilitate the cooperation between the Parties and to ensure effective support for the Agency, the Host Member State shall establish a Liaison Office.
2. The Parties agree that the Liaison Office shall ensure that the functions set out in the Annex 1 to this SLA are fulfilled within the framework of this SLA.
3. The competent institution of the Host Member State shall select and hire, based on Liaison Office's scope of assistance provided to the Agency, qualified personnel for the period of the HQ Agreement being in force.
4. The Parties agree that the Liaison Office's staff is directly subordinated to the competent institution of the Host Member State, while the Agency shall carry out its day-to-day management by assigning direct tasks and ensuring control on the performance of duties of the staff of the Liaison Office.
5. Liaison Office staff are employed by the Ministry of Transport and not by the Agency. Accordingly, any staff related matter (career development, planning of leaves etc.) must be dealt with the employer according to available financial resources.
6. The Liaison Office's staff shall provide its support and services at the Agency's premises.
7. The Host Member State shall ensure that Liaison Office's staff respect security, confidentiality and data protection requirements and procedures laid down by the Agency.

8. The Agency shall provide the Liaison Office with all necessary technical equipment, including software, and materials in order to enable the Liaison Office's staff to fulfil all obligations laid down in this SLA. The usage of the ICT infrastructure of the Agency, networks and equipment shall be in accordance with all applicable policies and ICT security rules in place.

9. The Agency shall cover all the costs of the Host Member State related to the operation of the Liaison Office to a maximum payable amount of EUR 165 000 per year.

10. If Liaison Office staff member is required to have work travels, the Agency shall send request to the Ministry of Transport. The Ministry of Transport shall cover all expenses related to the work travels of the Liaison Office's staff, considering the provisions of Cabinet Regulation No. 969 of 12 October 2010 "Procedures for Reimbursement of Expenses Relating to Official Travels", and will invoice the Agency for expense reimbursement.

11. The Parties agree that, as a general rule, the working time of the Liaison Office's staff shall be determined in accordance with the Agency's working calendar. If a Liaison Office staff member is required to work outside the working hours specified by the Agency or on national holidays determined in accordance with the regulatory enactments of the Republic of Latvia, the Agency shall inform beforehand the Ministry of Transport and Liaison Office staff member, indicating the estimated number of working hours. Liaison Office staff member is granted equivalent compensatory rest day on another day of the week or is remunerated in accordance with the legal acts of the Republic of Latvia. Fee for extra working hours, as specified in the legal acts of the Republic of Latvia, will be included in the anticipated costs in the margins of budget and reported in the final balance.

12. Taking into account the specificities of the function of the Liaison Office staff functionally subject to providing services to a European Union Agency, the Host Member State is entitled to apply a different remuneration policy than the one adopted for internal employees. The Parties shall further agree on the criteria used for calculating the remuneration and its related costs.

13. The price as per point 9 hereof shall be fixed and not subject to revision during the first year of the SLA being in force. A revision of costs shall be made between 1<sup>st</sup> April and 30<sup>st</sup> June every year.

14. This revision shall be determined by the trend in the harmonised consumer price index EICP (EU-27) published for the first time by the Office for Official Publications of the European Communities in the *Eurostat* monthly bulletin available on website <https://ec.europa.eu/eurostat>

The revision shall be calculated in accordance with the following formula:

$$Pr = Po \frac{Ir}{Io}$$

Where:

Pr = revised price;

Po = price in the original SLA;

Io = index for the month in which the SLA is signed

Ir = index for the month preceding the anniversary of the SLA

15. The new rates, if any, shall take effect on 1<sup>st</sup> January of the following year.

16. All annual fees are expressed to cover a full calendar year. In cases when the services are not rendered for the full year, the fee shall be calculated "pro rata temporis", i.e. as from the effective start date up to the end of the year or from the start of the year to the termination date.

17. The payment of services shall be made on an annual basis. As a general rule, an advance pre-financing payment corresponding to up to 100% of the estimated costs due for the Year N shall be made by the Agency by the end of the first quarter of Year N. The amount to be paid by the Agency shall be communicated by the Host Member State via a pre-information, preferably by 31 January.

18. The Agency shall send the approval for the amount stated in the pre-information to the competent institution of the host Member State within one month from the receipt date. In case of no comments after the expiry of that deadline the Member State shall issue [invoice, debit note] to the Agency, which shall pay it within one month from its receipt, provided that the amount in the [invoice, debit note] is correct.

19. No later than 31 January of year N+1, the competent institution of the Host Member State shall inform the Agency of the final actual costs for the previous year (year N) accompanied by the supporting documents. In case of difference in the final costs for Year N as reported, the balance shall be settled with the subsequent payments for Year N+1.

20. For the year in which the SLA will enter into force the competent institution of the host Member State shall establish the pre-information within one month following its entry into force. The procedure envisaged in point 15 shall apply by analogy.

21. In case that both parties mutually agree to change the set of services rendered by the Liaison Office to the Agency, the pre-information will be established within one month following the entry into force of the new arrangements. The procedure envisaged in point 15 shall apply by analogy.

22. All documents related to payments shall be sent to the Agency to e-mail: [invoice@bereg.europa.eu](mailto:invoice@bereg.europa.eu)

## **Article 5**

### **Joint procurement procedures with the Host Member State**

1. To cover its administrative needs the Agency shall be authorised to participate in procurement procedures organized by the contracting authorities of the direct administration of the Republic of Latvia. The procedure for the inclusion of the Agency in such procurement procedures is specified in the next paragraphs of the current Article.

2. Agency shall send at least once a year a forecast of its administrative needs to the contact point from the competent institution of the host Member State identified in Annex 4. The Agency shall also inform the contact point of the catalogues of goods and services that the Agency would be interested to use when purchasing goods or services from the Electronic procurement system e-order subsystem in accordance with paragraph 5 below.

3. To that end, the contact point shall identify possible cooperation and inform the Agency of the procurement procedures that are planned by the contracting authorities of the direct administration of the Republic of Latvia and would cover the administrative needs of the Agency, as communicated to the contact point in accordance with paragraph 2 above. The Agency shall express its interest to participate in a particular procurement procedure to the contact point, who shall inform the concerned contracting authority of the direct administration of the Republic of

Latvia. The Agency's interest to participate in a particular procurement procedure must be expressed to the concerned contracting authority before the announcement of that particular procurement procedure.

4. The agreement by both sides will be formalised via an exchange of letters or the Memorandum of Understanding and/or Power of Attorney where the contracting authority of the direct administration of the Republic of Latvia will act as “the Leading Contracting Authority” and the Agency will act in a role of “the Participating Contracting Authority”. The Memorandum of Understanding will specify the estimation of the Agency’s needs and will have allocated quota for its use of the envisaged framework contract.

5. Once the contractual relationships between the contracting authorities of the direct administration of the Republic of Latvia and the economic operator(s) are established and if the Agency is included in the framework agreements as a contracting authority, the Agency is eligible to purchase goods and services from the Electronic procurement system e-order subsystem or using different purchasing method, if envisaged in the framework contract.

6. Where the share pertaining to or managed by the contracting authority of the Republic of Latvia in the total estimated value of the contract is equal to or above 50 %, procedural rules applicable to the contracting authority of the Republic of Latvia shall apply to the joint procurement as they are considered as equivalent to those of the Agency.

## **Article 6**

### **Temporary Seat of the Agency**

1. The premises located at Zigfrīda Annas Meierovica boulevard No. 14, Riga, Latvia and provided as a Temporary Seat of the Agency (hereinafter referred to as ‘the premises’) shall be in conformity with the normal standards applicable in the Republic of Latvia and also should respect the rules of the European Commission on Policy on buildings and infrastructure laid down in the Communication from the Commission on Buildings Policy and Infrastructure in Brussels and the "Manual of Standard Building Specifications" of the Office for Infrastructure and Logistics in Brussels, as far it is possible to ensure and based on the mutual agreement.

2. The monthly lease price for the premises shall be calculated under provisions of the Republic of Latvia Cabinet of Ministers Regulations on No. 97 of 20 February 2018 “Regulations for Leasing Public Property”. If the specific regulatory enactment becomes invalid and new regulatory enactment is adopted in its place, which regulates the same issues as the repealed regulatory enactment, the new, effective regulatory enactment shall be applied upon its entry into force. The price includes:

- i. real estate management and up-keep, including:
  - cleaning of external surfaces and estate facades, fronts;
  - cleaning of the surfaces in the common/shared areas (daily, weekly, quarter, yearly), e.g. outside windows, common used corridors, etc.;
  - costs of the public utilities for shared areas and facilities (for instance lighting, lifts, etc.);
  - costs of cleaning the areas of exclusive use for the Agency;
  - clearing away of snow;

- up-keep of the internal passage;
  - insect and rodent clearing, if necessary;
  - removal of litter (normal amount);
  - fire service trainings, emergency evacuation training and fire security equipment;
- ii. operational and management costs, such as maintenance, repairs, renovation and changes of surface cover, structural elements, as well as the mechanical and electricity systems of the building;
  - iii. security services at the building (technical security) and garage services;
  - iv. capital investments (adaption of the premises);
  - v. costs related to the real estate insurance and the lessor's liability insurance;
  - vi. Remuneration to the manager of the maintenance and management of real estate.

3. The competent institution of the Host Member State shall provide the Agency with technical expertise and assistance to solve serious problems arising within the premises during the term of the lease agreement.

4. Certain services that are not stipulated in the lease agreement or included in property management plan of the premises may be provided by a separate agreement or contract for additional payment according to the issued invoice (including, but not limited to, the provision of physical security service).

5. The competent institution of the Host Member State is responsible for the maintenance, repair and renewal of following equipment in the premises:

- Fully functional sanitary facilities and plumbing;
- Fully functional heating and air conditioning equipment;
- Fully functioning supply of electrical power with cabling and sockets throughout the floorspace;
- Cabling and connection points for telephone/IT systems/networks that are evenly accessible throughout the floorspace.

## **Article 7**

### **Exclusive use of parking spaces**

1. The competent institutions of the Host Member State shall provide possible solutions within their remit to assign parking places close to the premises of the Agency, exclusively reserved for the use by the Agency and its visitors, similarly as CD parking places provided to diplomatic missions and international organisations in the vicinity of their respective premises.

2. The competent institution of the Host Member State shall provide assistance to ensure that above mentioned parking places are with proper special marking – vertical and horizontal.

3. Contact points of the responsible authorities of the Republic of Latvia for these matters are listed in Annex 4.

## **Article 8**

### **Security**

1. The competent institutions of the Host Member State shall support the Agency in its endeavours to ensure the security of its headquarters, staff and visitors, assets and information. To that effect the Agency's responsible for security and the competent institutions of the Host Member State, as specified in Annex 3 and Annex 4, will maintain regular relations with a view to exchanging of important information on the security threats in the Host Member State, which can affect the Agency and vice-versa, which will be used for the security risk assessment.

2. The competent institution of the Host Member State shall communicate to the Agency all relevant contact points to be addressed in the event of fire, other disasters, need to restore the order at the Agency's Headquarters, or other events, which could constitute a danger for public health and safety. In the event of emergency, the communication can be by telephone or other appropriate means, which could ensure the immediate reaction of the competent authorities of the Republic of Latvia. The Parties may organize joint drills or tests of the functioning of the means to address such events.

3. When the building used by the Agency for its headquarters is not equipped with CCTVs in the common areas, the competent institution of the Host Member State shall assist the Agency in installing CCTVs monitoring the entrances and other common areas of the building, as this may be required by the security rules. The responsible authorities/persons for ensuring these actions are listed in Annex 3 and Annex 4.

4. Should the Agency decide to appoint security guards and bodyguards to protect its premises, staff and visitors, who could use firearms, the competent institution of the Host Member State shall provide assistance to the Agency in ensuring compliance with the Latvian laws and obtaining of the necessary authorisation. The responsible bodies/persons for ensuring these actions are listed in Annex 3 and Annex 4.

5. The relevant authorities of the Republic of Latvia and the Agency shall keep each other informed of all matters that affect the security of the Agency, its staff, visitors and its premises. They shall, in particular, nominate and communicate to each other the names and functions of the persons responsible to establish and maintain such cooperation.

## **Article 9**

### **Healthcare**

1. The competent institution of the Host Member State shall ensure that the Agency's statutory staff and seconded national experts, and their family members residing with them in the Republic of Latvia, are treated as residents of the Republic of Latvia in the provision of healthcare services, provided that they are either covered by the joint sickness and insurance scheme or they transfer their national health insurance rights to the Republic of Latvia in compliance with the applicable EU legislation.

2. The Parties shall facilitate the transfer of the national health insurance rights of Seconded National Experts and their family members when they decide to do so. The transfer of rights shall be organized through exchange of documents via administrative channels. No physical attendance of a person will be required to submit the "S1" form in the responsible authority of the Republic of Latvia.

3. Any issues arising in relation to implementation of the current Article shall be addressed by the main contact point of the responsible authority of the competent institution of the Host Member State for such matters in accordance with Annex 4.

## **Article 10**

### **Donation of equipment and furniture from the Agency to Latvian beneficiaries**

1. The parties will cooperate when the Agency is willing to donate equipment and furniture to entities in need in the Republic of Latvia.

2. To that effect, the Agency shall send to the central contact point for donations from the Latvian side the list of items to be donated and the contact details of the Agency's responsible staff. This contact point shall provide assistance in the preparation and running of the donation procedure, which shall have the authorities to take the decisions needed to bring the procedure to a successful end.

## **Article 11**

### **Transitional provisions for ensuring staff rights before the full implementation of HQ Agreement**

1. The competent institution of the Host Member state shall provide full institutional support for the statutory staff and seconded national experts of the Agency as well as to family members forming part of the household to ensure:

- i. Access to kindergartens in the Republic of Latvia under the conditions offered to residents;
- ii. Access to schools in the Republic of Latvia under the conditions offered to residents;
- iii. Access to public utility, bank and financial services under the conditions equal to the residents of the Republic of Latvia.

2. Where and if needed, the competent institution of the Host Member State shall ensure transfer of the data about the declared place of residence in the Republic of Latvia by the statutory staff and seconded national experts of the Agency and their family members residing with them in the Republic of Latvia to the Host Member State the relevant authorities/population registers.

3. The responsible contact persons for ensuring the processes mentioned in the current Article from the Agency and the competent institution of the Host Member State are listed in Annex 4.

## **Article 12**

### **European schooling**

1. The parties will cooperate in finding jointly the best possible solution for schooling for the children of the staff of the Agency, which shall be suited to their individual needs and offer the possibility of recognised diplomas in all EU Member States.

2. The host Member State undertakes to facilitate access to the education system and contribute to the schooling costs of the children of the staff of the Agency within the limits of the budget available, until the accredited European school is established and is covering all sections



and classes needed for the children of the Agency's staff. The contribution to the schooling costs shall be provided in accordance with the procedure laid down in the Annex 2 to this Agreement.

3. Not later than 10 days after the approval of the State Budget by the Parliament, the Ministry of Education and Science of the Republic of Latvia shall inform the Agency of the financial resources made available for contributing to the schooling of the children of the staff of the Agency for the next financial year, specified in point 2.

4. The Host Member State aims to establish an accredited European School in Latvia. To that effect the Ministry of Education and Science of the Republic of Latvia shall within one year after adoption of the relevant national legislative acts and the approval paragraphs of the necessary State Budget, submit to the Secretary-General of the European School a General Interest File for the establishment of an accredited European School in the Republic of Latvia. The further actions related to the establishment of the accredited European School in Latvia will be undertaken in conformity with the Regulations on Accredited European Schools and Laws and Regulations of the Republic of Latvia. The host Member State will keep the Agency regularly informed of the progress thereto.

5. The Host Member State shall facilitate access to the day-care facilities, early childhood education and care for the children of the staff of the Agency until they reach the age at which they can be enrolled in the nursery class at the Accredited European School. To ensure this, the Ministry of Education and Science in cooperation with other involved institutions are aiming to find solutions in a case-by-case basis.

### **Article 13**

#### **Procedural and practical arrangements for VAT exemption and car registration for staff**

1. Procedural and practical arrangements in relation to the exemption from paying VAT granted to eligible statutory staff other than the director, as well as to seconded national experts, shall be governed by the relevant specific Cabinet Regulation.

2. The State Protocol of the Ministry of Foreign Affairs of the Host Member State shall provide support as regards procedural and practical arrangements on registration and deregistration of motor vehicles with special number plates in accordance with the terms of HQ Agreement and the usual practice for staff with immunity. Family members of the statutory staff of the Agency other than the Director and nationals or permanent residents of the Republic of Latvia at the time of taking up the duties shall not be eligible to register vehicle under special plate series.

### **Article 14**

#### **Force majeure**

1. If one of the Parties is confronted with a case of 'force majeure', the Party shall inform the other side in writing without delay, clarifying the exact nature, the probable duration and the expected impact on the execution of this SLA.

2. If the other Party cannot agree on the qualification of 'force majeure', the issue will be settled in accordance with Article 17.

3. None of the Parties shall be considered to have failed in, or infringed, their obligations if they were not executed due to a case of 'force majeure'. The Parties take all necessary measures to reduce maximally any possible damages linked to the non-execution of this SLA.

## **Article 15**

### **Data protection**

1. Data protection shall be addressed in accordance with the procedures laid down in Article 22 of the HQ Agreement.

## **Article 16**

### **Confidentiality**

1. The Parties shall treat with confidentiality any information, documents and data used or produced as part of the provided services and identified as confidential. Both Parties undertake not to disclose any information to third parties without the prior consent of the other Party and to use the information solely for fulfilling the obligations covered by this SLA.

2. The confidentiality obligations set out in the current Article are binding to the Parties during the implementation of this SLA and for as long as the information or documents keep a confidential character unless:

- i. the disclosing Party agrees to release the other party from the confidentiality obligation earlier;
- ii. the confidential information or documents become public through other means than in breach of the confidentiality obligation;
- iii. the applicable law requires the disclosure of the confidential information or documents.

## **Article 17**

### **Entry into force, transitional provisions, implementation and termination**

1. The SLA shall enter into force on the date of the signature by the last Party. The SLA will be valid for a period of HQ Agreement being in force.

2. Within a month after this SLA enters into force, the Agency shall pay to the Ministry of Transport for Liaison Office's staff services in proportion to the remaining period of the current year.

3. Any amendment of this SLA shall require mutual agreement and shall take form of a written amendment.

4. Any dispute with regard to the interpretation or application of this SLA shall be resolved through negotiations. Disputes not resolved in this way shall be addressed in accordance with the procedures laid down in Article 23 of the HQ Agreement.

5. When the SLA comes to an end due to the amendment/termination of HQ Agreement the Parties will agree on the modalities for winding-up of services and settlement of final compensation due.

6. The SLA is signed in two identical copies in Latvian and in English languages, one version of each language version for each party. In the case of different interpretation, the English text shall prevail.

### **Signatures of authorised representatives**

For the Agency for Support for the Body of  
European Regulators for Electronic  
Communications

**László Ignéczi**

Director of the Agency

Place: Brussels, date: 16.06.2022

For the Government of the Republic of  
Latvia

**Tālis Linkaits**

Minister of Transport of the Republic of  
Latvia

Place: Riga, date: 09.06.2022

### The Functions of the Liaison Office

1. Information sessions:
  - Regular information sessions to newcomers to the Agency, oriented to facilitating the establishment in the host Member State and taking up the duties in Riga;
  - Ad-hoc information sessions on relevant topics upon request, which should have the objective to facilitate the life of staff members and/or their family members in Latvia.
2. Provide assistance to the Agency's staff and/or experts in preparing mandatory documents to be issued in line with the HQ Agreement, for example, requests for special identification cards (applications for new ID cards or renewal of old ID cards), protocol list, requests for visas for the Agency staff and persons invited to BEREC/BEREC Office events, and other as required.
3. Assist the Agency's staff, members of their family forming part of their household and trainees upon settlement and during their stay in the Republic of Latvia, for example, assistance with housing matters, car registrations, registration at OCMA (if needed), applications for allowances provided by the local authorities (for example, child/family allowances, (pre-)school allowances) where applicable, other administrative matters with Latvian authorities, ensuring access to medical care, opening bank accounts, concluding phone/internet/other service contracts.
4. Provide support and advice to the Agency and its staff, as well as members of their family forming part of their household in the following areas upon request:
  - Accommodation and residence in the Republic of Latvia for the Agency's staff and members of their family forming part of their household;
  - Providing information to the Agency on facilitated access to the labour market, day care facilities, schools and universities and insurance upon request of the Agency.
5. Support with (international) schooling, for example, internal approval procedure and enrolment at such schools, liaising between schools/kindergartens and the Agency staff affected, provide contact point between Accredited European School when it is established and the Agency; assistance to the staff for enrolment of children in local schools/kindergartens, if the staff members decide to do so.
6. Distribute information from the Latvian authorities that directly affects the performance of duties and Agency's functions to the Agency's staff, for example, information regarding municipal elections, relevant changes in legislation that might affect staff/trainees living in Republic of Latvia, changes in legislation, which may affect the staff, etc.
7. Maintain relations with partners, service and commodity suppliers for ensuring normal functioning of the Agency.
8. Provide necessary support to facilitate the value added tax (hereinafter - VAT) reimbursement process for the Agency's staff in accordance with the HQ Agreement and the Latvian legislation (when and if applicable).

9. Provide necessary support to facilitate the procurement procedures in the Republic of Latvia, including participation in a joint procurement with Latvian government institutions or use of Latvian e-procurement system and others.
10. In case of any interruption or threatened interruption of any public utility services, such as: electricity, water, sewerage, gas, post, telephone, data transmission lines, telegraph, local transport, drainage, refuse collection and fire protection, coordinate mitigation measures.
11. Support raising visibility and ensuring/pursuing/sustaining public communication of the Agency.
12. Participate in the organisation of events related to the presentation of the work of the Agency.
13. Coordinate cooperation between the Agency and the Latvian competent bodies for security related activities.
14. Organize meetings with Latvian authorities as needed, incl. drafting documents related to the meetings.
15. If necessary, cooperate with state and local government institutions, as well as natural and legal persons to assist with representation of interests of the Agency and members of their family forming part of their household.
16. Coordinate cooperation with the representations of EU institutions, bodies of the EU and international organizations in the Host Member State in order to identify the possible synergies in the activities or solve issues of common nature.
17. Ensure keeping of records and circulation of documents and provide clerical and administrative support to the Agency's entities.
18. Prepare replies and/or transmit documents for enforcement by jurisdiction.
19. Attend mandatory Agency's events and trainings, for example, staff meetings, mandatory trainings, off-site events on the expenses of the Agency.
20. Support to the entities of the Agency, incl. for organisation of events in support to the BEREC, ordering the necessary services and supplies, etc.

**Procedure for the contribution to the schooling costs paid by the Agency in the Republic of Latvia for the children of its staff until the accredited European school is established and is covering all sections and classes needed for the children of the Agency's staff**

1. The Agency shall submit to the Ministry of Education and Science twice a year an application for the provision of contribution to the schooling costs (hereinafter - application) of the children of the Agency's staff<sup>1</sup> (hereinafter - child):
  - 1.1. by 31 January for the period from January to July;
  - 1.2. by 15 September for the period from August to December.
2. Schooling costs are co-financed up to EUR 8 000 per year or up to EUR 667 per month per child enrolled in the International School of Latvia or the education institutions operating according to the International School Law<sup>2</sup> in regular full-time attendance at a primary or secondary level from the age of five. By the end of January each year, the Ministry of Education and Science provides the Agency with information on schools complying with the International School Law<sup>3</sup>.
3. The application shall contain the following information:
  - 3.1. the name and surname of the child;
  - 3.2. the educational establishment where the child is enrolled;
  - 3.3. the total amount of the schooling costs, including tuition fees, capital payment or membership fees and examination fees;
  - 3.4. the amount of contribution planned to be paid for each child, broken down by month for the relevant period, and the total amount;
  - 3.5. the bank account number of the Agency to which the contribution is to be transferred;
  - 3.6. the name, surname, e-mail address and telephone number of the contact person from the Agency;
  - 3.7. any other information deemed relevant by the Agency.
4. The application must be accompanied by a statement issued by the educational establishment, stating the amount of schooling costs.
5. The Ministry of Education and Science shall evaluate the application within one month of its receipt and take a decision. Where a decision has been taken to pay the contribution, the Ministry of Education and Science shall transfer the contribution to the bank account number specified in paragraph 3.5 within two weeks of the decision. Refusal to pay the full or part of the amount shall be communicated in writing with proper justification. The Agency shall be provided with the opportunity to provide additional documents or information concerning the rejected claims within a period of two weeks.

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<sup>1</sup> dependent children in the sense of Article 2 (2) of Annex VII of the Staff Regulation

<sup>2</sup> <https://likumi.lv/ta/en/en/id/315996-international-school-law>

<sup>3</sup> At the moment of signing the Service Level Agreement, the following schools are compliant with the International School Law: Riga International School; Riga German School; Ecole Francaise Jules Verne in Riga; Exupery International School; King's College Latvia, ISMA Secondary School "PREMJERS".

6. The Agency shall submit to the Ministry of Education and Science twice a year, by 31 January and 15 September, a report on the use of state budget funds during the previous reporting period (hereinafter - the report), providing the following information:

6.1. the name and surname of the child;

6.2. the state budget funding actually allocated and used during the previous reporting period;

6.3. the document certifying the payment of schooling costs.

7. Within one month, the Ministry of Education and Science shall examine the report referred to in paragraph 6 and the documents attached thereto and take a decision on the unused funding. After the Ministry of Education and Science has taken the decision on the total amount of unused funding, the Ministry of Education and Science shall transfer to Agency the contribution to the schooling costs for the next period reduced by the amount of the unused contributed for the previous period.

8. If there is insufficient information to assess the information provided in the applications referred to in paragraph 3 or in the reports referred to in paragraph 6, the Agency shall, within 20 working days of receiving a request from the Ministry of Education and Science, submit to the Ministry of Education and Science the necessary additional information.

9. By 1 June of each year, the Agency shall submit to the Ministry of Education and Science information on the number of children of the Agency staff planning to continue or start their education in the following calendar year in the International School of Latvia and the education institutions operating according to the International School Law.

## Main contact points of the Agency

No	Area of cooperation	Provision of HQs Agreement	Provision of SLA	Contact point	e-mail
1.	Full institutional support to the Agency	Article 3 (1)	-	Director	berecoffice@bereg.europa.eu
2.	Joint procurement	Article 3 (2)	Article 5	Team Leader Finance and Procurement	procurement@bereg.europa.eu
3.	Immunity, Inviolability and Communications	Article 4	N/A	Local Security Officer	ict-services@bereg.europa.eu
4.	Exemption from taxes	Article 5	-	Finance and Accounting Assistant	invoice@bereg.europa.eu
5.	Customs duties, imports and exports	Article 6	-	Finance and Accounting Assistant	invoice@bereg.europa.eu
6.	Diplomatic bags	Article 7	-	Facilities Assistant	ict-logistics@bereg.europa.eu
7.	Vehicles of the Agency	Article 8	-	Facilities Assistant	ict-logistics@bereg.europa.eu
8.	Entry and stay	Article 9	-	Resources Team Leader	personnel@bereg.europa.eu
9.	Seat of the Agency: single point of contact	Article 10	-	Head of Administration and Finance	personnel@bereg.europa.eu
10.	i. provision related to premises and facility management	Article 10 paras (1 – 6)	-	Facilities Assistant	ict-logistics@bereg.europa.eu
11.	ii. provision related to telecommunication and other associated facilities	Article 10 paras (7 – 8)	-	ICT Team Leader	ict-services@bereg.europa.eu
12.	iii. provision related to use of codes	Article 10 para (9)	-	Local Security Officer	ict-services@bereg.europa.eu
13.	Security of the Agency	Article 11	Article 8	Local Security Officer	ict-services@bereg.europa.eu
14.	Officials and other agents of the Agency	Article 12	-	Resources Team Leader	personnel@bereg.europa.eu
15.	Seconded national experts	Article 13	-	Resources Team Leader	personnel@bereg.europa.eu



<b>No</b>	<b>Area of cooperation</b>	<b>Provision of HQs Agreement</b>	<b>Provision of SLA</b>	<b>Contact point</b>	<b>e-mail</b>
16.	Employment	Article 14	-	Resources Team Leader	personnel@bereg.europa.eu
17.	Management Board	Article 15	-	Boards' Support Team Leader	berecoffice@bereg.europa.eu
18.	Notification of appointments, identity cards	Article 16	-	Resources Team Leader	personnel@bereg.europa.eu
19.	Social Security	Article 17	-	Resources Team Leader	personnel@bereg.europa.eu
20.	Waiver of immunities	Article 18	-	Legal Officer	personnel@bereg.europa.eu
21.	Liaison Office	Article 19	Article 4; Annex 1	Administrative Coordination Assistant	ict-logistics@bereg.europa.eu
22.	Communication and visibility	Article 20	-	Communication Team Leader	communications@bereg.europa.eu
23.	European Schooling	Article 21	Article 12	Resources Team Leader	personnel@bereg.europa.eu
24.	Data protection	Article 22	Article 14	Data Protection Officer	DPO@bereg.europa.eu
25.	Resolutions of disputes	Article 23	Article 17 para (4)	Legal Officer	berecoffice@bereg.europa.eu
26.	Interpretation of the Agreement	Article 24	Article 17 para (6)	Legal Officer	berecoffice@bereg.europa.eu
27.	Entering into force and implementation	Article 25	Article 17 para (1)	Legal Officer	berecoffice@bereg.europa.eu
28.	Donation of equipment and furniture from the Agency to Latvian beneficiaries	N/A	Article 10	Administrative Coordination Assistant	ict-logistics@bereg.europa.eu

**Main contact points of the competent institution of the Host Member State**

<b>No</b>	<b>Area of cooperation</b>	<b>Provision of HQs Agreement</b>	<b>Provision of SLA</b>	<b>Contact point</b>
1.	Full institutional support to the Agency	Article 3 (1)	-	Ministry of Transport
2.	Joint procurement	Article 3 (2)	Article 5	Ministry of Transport Ministry of Finance The State Regional Development Agency
3.	Immunity, Inviolability and Communications	Article 4	N/A	Ministry of Transport Ministry of Foreign Affairs
4.	Exemption from taxes	Article 5	-	State Revenue Service (points 1-4) vid@vid.gov.lv, t. 67120000
5.	Customs duties, imports and exports	Article 6	-	State Revenue Service (all points) vid@vid.gov.lv, t. 67120000
6.	Diplomatic bags	Article 7	-	Ministry of Foreign Affairs
7.	Vehicles of the Agency	Article 8	-	Ministry of Foreign Affairs Ministry of Transport State Revenue Service (point 1 and 3) <a href="mailto:vid@vid.gov.lv">vid@vid.gov.lv</a> , t. +371 67120000
8.	Entry and stay	Article 9	-	Ministry of Foreign Affairs
9.	Seat of the Agency: single point of contact	Article 10	-	SJSC State Real Estate (as long as the Agency is located at Zigfrīda Annas Meierovica boulevard No. 14, Riga, Latvia)
10.	i. provision related to premises and facility management	Article 10, paras 1-6 incl.	Article 6	SJSC State Real Estate (as long as the Agency is located at Zigfrīda Annas Meierovica boulevard No. 14, Riga, Latvia)

No	Area of cooperation	Provision of HQs Agreement	Provision of SLA	Contact point
11.	ii. provision related to telecommunication and other associated facilities	Article 10 (7) & (8)	-	SJSC State Real Estate (as long as the Agency is located at Zigfrīda Annas Meierovica boulevard No. 14, Riga, Latvia), Ministry of Transport
12.	iii. provision related to use of codes	Article 10 (9)	-	Ministry of Transport
13.	Security of the Agency	Article 11	Article 8	Ministry of the Interior Ministry of Foreign Affairs
14.	Officials and other agents of the Agency	Article 12	-	Ministry of Welfare State Revenue Service (point 1 (ii, v, vi), 2 and 6) <a href="mailto:vid@vid.gov.lv">vid@vid.gov.lv</a> , t. +371 67120000 Ministry of Transport
15.	Seconded national experts	Article 13	-	Ministry of Welfare State Revenue Service (point 1 and 7) <a href="mailto:vid@vid.gov.lv">vid@vid.gov.lv</a> , t. +371 67120000 Ministry of Transport
16.	Employment	Article 14	-	Ministry of Welfare
17.	Management Board	Article 15	-	Ministry of Welfare State Revenue Service <a href="mailto:vid@vid.gov.lv">vid@vid.gov.lv</a> , t. +371 67120000
18.	Notification of appointments, identity cards	Article 16	-	Ministry of Foreign Affairs
19.	Social Security	Article 17	-	Ministry of Welfare Ministry of Health
20.	Waiver of immunities	Article 18	-	Ministry of Foreign Affairs
21.	Liaison Office	Article 19	Article 4; Annex 1	Ministry of Transport
22.	Communication and visibility	Article 20	-	Ministry of Transport

<b>No</b>	<b>Area of cooperation</b>	<b>Provision of HQs Agreement</b>	<b>Provision of SLA</b>	<b>Contact point</b>
23.	European Schooling	Article 21	Article 12	Ministry of Education and Science
24.	Data protection	Article 22	Article 14	Ministry of Transport
25.	Resolutions of disputes	Article 23	Article 17 para (4)	Ministry of Transport
26.	Interpretation of the Agreement	Article 24	Article 17 para (6)	Ministry of Transport
27.	Entering into force and implementation	Article 25	Article 17 para (1)	Ministry of Transport
28.	Donation of equipment and furniture from the Agency to Latvian beneficiaries	N/A	Article 10	Ministry of Transport