



SUBSIDY CONTRACT

for the EU contribution

E. J. / 2021

Application form ID: SKHU/1902/1.1/060

Project acronym: Bird Tour

Project title: Cross border development of bird watching based ecotourism in Special protection areas

Interreg V-A Slovakia-Hungary
Cooperation Programme

SUBSIDY CONTRACT

for the implementation of the

Project No: SKHU/1902/1.1/060,
with acronym: Bird Tour

within the Interreg V-A Slovakia-Hungary
Cooperation Programme

The following Subsidy contract (hereinafter referred to as the Contract) is concluded between the

Ministry of Foreign Affairs and Trade

acting as the Managing Authority of the Interreg V-A Slovakia-Hungary Cooperation Programme (hereinafter referred to as the Managing Authority)

Address: 1027 Budapest, Bem rakpart 47., Hungary

Tax number: 15311344-1-41

on one hand,

and

Košice Región Turizmus / Košice Region Tourism

Address: 04011 Košice, Hlavná 48, Slovakia

Tax number: SK2023656833

Represented by: Rastislav Trnka, chairman
acting as the Lead Beneficiary

on the other hand,

hereinafter jointly referred to as the Parties,

based on the following legal framework:

- REGULATION (EU, Euratom) 2018/1046 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing;
- Regulation (EU, Euratom) No 966/2012;
- Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down

general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 (hereinafter referred to as the Common Provisions Regulation, CPR);

- Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006;
- Regulation (EU) No 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial co-operation goal (hereinafter referred to as the ETC Regulation);
- Commission Delegated Regulation (EU) No 481/2014 of 4 March 2014 supplementing Regulation (EU) No 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation programmes;
- Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid;
- Commission Decision 2012/21/EU (notified under document C(2011) 9380) of 20 December 2011 on the application of Article 106(2) of the Treaty on the Functioning of the European Union to State aid in the form of public service compensation granted to certain undertakings entrusted with the operation of services of general economic interest;
- Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty.

The following regulations and guidelines have to be also respected in the framework of the present Contract:

- the Interreg V-A Slovakia-Hungary Cooperation Programme, approved by the European Commission on 30 September 2015 by Decision Ref No C(2015) 6805, modified on 1 September 2016 by Decision Ref No C(2016)5653 and on 29 October 2018 by Decision Ref No C(2018) 7237 (hereinafter referred to as the Programme);
- EU rules regarding EU horizontal policies such as the rules for competition and entry into the markets, the protection of the environment, the equal opportunities between men and women and public procurement;
- Communication from the Commission on the application of the European Union State aid rules to compensation granted for the provision of services of general economic interest (2012/C 8/02);
- national rules applicable to the Lead Beneficiary and the Beneficiaries (Lead Beneficiary and Beneficiaries hereinafter also referred to together as Project partners);

- Hungarian Government Decree No 44/2016. (III. 10.) on state aid rules in implementation of European Territorial Cooperation Programmes in the period 2014-2020
- documents of the relevant Call for proposals of the Programme, published on the Programme website (hereinafter referred to as the Call for proposals);
- the Beneficiary's manual for the Interreg V-A Slovakia-Hungary Cooperation Programme, laying down the programme specific rules for the implementation of the projects (hereinafter referred to as the Beneficiary's manual);
- the Guide on eligible expenditures for the Interreg V-A Slovakia-Hungary Cooperation Programme (hereinafter referred to as the Guide on eligible expenditures);
- the Visibility guide for projects in the Interreg V-A Slovakia-Hungary Cooperation Programme, laying down the programme specific rules on information and publicity measures of the projects (hereinafter referred to as Visibility guide for projects);
- the relevant national level legislation governing the rules of public procurement procedures in Hungary and Slovak Republic.

(1) Article
Award of subsidy

- 1.1. In accordance with the decision of the Monitoring Committee, dated 13/07/2020, an earmarked subsidy is awarded to the Lead Beneficiary from the ERDF funding under the Interreg V-A Slovakia-Hungary Cooperation Programme for the implementation of the project No SKHU/1902/1.1/060 with the acronym Bird Tour entitled Cross border development of bird watching based ecotourism in Special protection areas (hereinafter referred to as the Project).

818 215,45 EUR

*Maximum EU contribution awarded: say: eight hundred and eighteen thousand,
two hundred and fifteen euros and forty-five cents*

962 606,43 EUR

*Total project budget:
(including Lead Beneficiary and the other Beneficiaries) say: nine hundred and sixty-two thousand,
six hundred and six euros and forty-three cents*

- 1.2. If the subsidy to be received for the implementation of the project is affected by State aid, detailed rules can be found in Annex IV.
- 1.3. The EU co-financing rates per Beneficiary (including the Lead Beneficiary) are set in Annex I of the Contract. As a general rule, the EU co-financing rates per Beneficiary (including the Lead Beneficiary) cannot exceed 85 per cent of the total eligible expenditures.
- 1.4. The maximum amount of EU contribution awarded for the Project cannot be exceeded without decision of the Monitoring Committee.
- 1.5. Should the total eligible costs after the completion of the Project is lower than the budgeted amount, the above-mentioned EU contribution awarded under the Programme will be correspondingly reduced according to the EU co-financing rates per Project partners set in Annex I.
- 1.6. Reimbursement of the EU contribution is under the condition that the European Commission makes the funds available to the above-described extent and the Memorandum of Understanding signed by the two Member States is in force.

If the European Commission fails to make the funds available or if the Memorandum of Understanding signed by the Member States is no longer in force, the Managing Authority will be entitled to withdraw from the present Contract.

(2) Article
Duration of the Project

- 2.1. Project starting date: 01/11/2020

- 2.2. Project end date: 31/10/2022
- 2.3. The project activities have to be carried out and finalised within the project implementation period, and project expenditure – with the exception of preparation costs – has to be incurred within the project implementation period as defined by *Articles 2.1. and 2.2.* and paid according to the Guide on eligible expenditures.
- 2.4. Preparation costs can only be eligible if they were incurred on or after 1 January 2014 and before the start date of the project and paid according to the Guide on eligible expenditures.

(3) Article Object of use

- 3.1. The EU contribution is awarded exclusively for the implementation of the Project as it is described in the Application form and its annexes and documents attached to present contract as Annex I. The contract and its Annexes are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:
- a) Subsidy contract
 - b) Any subsequent amendments of the contract and its Annexes made in accordance with the provisions of *Article 10.*
- 3.2. Project expenditure which qualifies for the EU contribution awarded according to *Article 1.1.* consists exclusively of project expenditure related to the project activities listed in the Application form approved by the Monitoring Committee. The rules for the eligibility of expenditure are set in the Guide on eligible expenditures. The relevant EC regulations in force, in particular Articles 18 to 20 of the ETC Regulation and the rules contained in Commission Delegated Regulation (EU) No 481/2014, furthermore the national eligibility rules have to be respected. In case of contradiction between the above-mentioned rules, the stricter rule shall apply.

(4) Article Reporting and Applications for Reimbursement

- 4.1. The Lead Beneficiary can only submit an Application for Reimbursement to the Joint Secretariat if it is accompanied by proof of progress of the Project. Therefore, the Lead Beneficiary has to submit a Report (*means Project report or Final project report*) alongside each Application for Reimbursement, consisting of the description of the activities carried out and their outputs and results during the reporting period, further consisting of a financial report presenting the financial progress of the Project compared to the Application form. Even if no expenditures were incurred in a reporting period, the Project report (*and the Final project report*) shall be submitted in due time to the Joint Secretariat.

- 4.2. The Lead Beneficiary has to submit the Project report and the Application for Reimbursement for each four-month reporting period from the project starting date indicated in *Article 2.1*. The Reports and the Applications for Reimbursement have to be submitted to the Joint Secretariat within 90 calendar days from the end date of each reporting period. The reporting periods and the actual deadlines for submission are indicated in *Article 4.14*.
- 4.3. Additional obligatory deadlines to submit an Application for Reimbursement may be set by the Managing Authority in order to avoid decommitment of EU contribution at programme level.
- 4.4. The first Project report and Application for Reimbursement have to cover the preparation costs of the Project as well as the first reporting period as indicated in *Article 4.14*. Only budget lines foreseen in the present Contract and only Project partners involved according to the Application form can be considered for Application for Reimbursement.
- 4.5. The Final project report and Application for Reimbursement have to be submitted to the Joint Secretariat within 90 calendar days after the end date of the Project as indicated in *Article 2.2*.
- 4.6. The language of each report is English. The forms and tools of the Report, Application for Reimbursement and the Declaration on Validation of Expenditure are defined for the Programme and are obligatory to use. The Lead Beneficiary has to complete and submit the Reports and the Applications for Reimbursement according to the Beneficiary's manual.
- 4.7. The Application for Reimbursement submitted by the Lead Beneficiary shall contain only validated expenditure and shall be supported by the Declarations on Validation of Expenditure issued by the designated Control Bodies. Therefore, each partner has the obligation to ensure that its expenditures are checked and validated by a controller from the state on whose territory it is located, before the reimbursement request is submitted.
- 4.8. The Lead Beneficiary shall ensure that the expenditure presented by the Project partners has been incurred for the purpose of implementing the Project and that it corresponds to the activities agreed between the Project partners as described in *Annex I*.
- 4.9. In compliance with Point 2 (d) of Article 13 of the ETC Regulation, the Lead Beneficiary shall ensure that the expenditure presented by each Beneficiary has been validated by the designated Control Body. The designated Control Bodies and the base for national level control requirements for both Member States are available in the Guide on eligible expenditures.
- 4.10. In case the Declarations on Validation of Expenditure are not received from each Beneficiary for a given reporting period, the Lead Beneficiary shall submit the Application for Reimbursement on the basis of the Declarations on Validation of

Expenditure available for the reporting deadline. The expenditures of the Project partners not submitted for validation for the given reporting period within the deadline can be requested only for the next reporting deadline to the reporting period concerned, with the exception of preparation costs. Preparation costs can be requested only in the first reporting period. In other case the decision of the Monitoring Committee is needed.

- 4.11. The Lead Beneficiary shall submit the Application for Reimbursement in EUR, based on the Declarations on Validation of Expenditure issued in EUR by the designated Control Bodies of the Project partners.
- 4.12. Project partners from Member States which have not adopted the EUR as their currency shall convert into EUR the amounts of expenditure in the list of invoices incurred in national/or other currency before submission for validation to the responsible Control Body of the Member State. The expenditures shall be converted into EUR using the monthly accounting exchange rate¹ of the European Commission in force in the month during which that expenditure is firstly submitted in the given reporting period for validation by the Project partners to the Control Body.
- 4.13. The exchange rate risk is borne by the Lead Beneficiary or Beneficiary concerned.
- 4.14. The Lead Beneficiary shall request the reimbursement of the EU contribution on the basis of the following table:

	Reporting period	Deadline for submission of the Project reports and Applications for Reimbursement	Indicative spending forecast of ERDF contribution
1	01/11/2020 - 28/02/2021	29/05/2021	96 200,33
2	01/03/2021 - 30/06/2021	28/09/2021	91 715,17
3	01/07/2021 - 31/10/2021	29/01/2022	135 071,12
4	01/11/2021 - 28/02/2022	29/05/2022	191 718,52
5	01/03/2022 - 30/06/2022	28/09/2022	190 569,40
6	01/07/2022 - 31/10/2022	29/01/2023	112 940,91
Total			818 215,45

- 4.15. The Lead Beneficiary has the possibility to deviate from the indicative spending forecasts considering that in case of “n+3” decommitment resulting from underspending compared to the spending forecast, the Managing Authority is entitled

¹ The monthly exchange rates of the European Commission are available at the website of the European Commission: http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/index_en.cfm

to decommit the Project by reducing the original project budget and the corresponding EU contribution.

- 4.16. In case of a decision on the decommitment of the Project, the Managing Authority initiates the amendment of the present Contract. The modification of the contract in case of decommitment at project level shall take the form of a decision of the Managing Authority, which will be notified to the Lead Beneficiary, and which becomes part of the contract. In case of a decision on the decommitment of the project, the Lead Beneficiary shall submit a revised budget and Application Form, reflecting the decommitment, within two weeks following the receipt of MA's notification. In case of failure to respect the deadline, the decommitment shall be applied proportionally to all budgetary lines.
- 4.17. The Lead Beneficiary shall submit Project follow-up reports concerning investment type of projects, proving the sustenance of the project outputs. Details about the content and submission of Project follow-up reports are regulated in the Beneficiary's manual valid for the given Call for proposals.
- 4.18. The Lead Beneficiary has to provide immediate information to the Joint Secretariat about circumstances which delay, hinder or make impossible the implementation of the Project, as well as about any circumstances which represent a change of the reimbursement conditions and frameworks as laid down in the present Contract or which entitle the Managing Authority to reduce or demand repayment of the EU contribution entirely or in part. Immediate information shall also be provided in case the Project has not been or cannot be fully implemented by carrying out the planned activities and results moreover by achieving at least 80 per cent of the quantifiable output indicators or if the Project cannot or could not be implemented in due time. In case the Project cannot be implemented in line with the time schedule determined in the Annex I as well as in line with the payment schedule specified in Point 13 of the present Article, the fact has to be reported via Project report to the Joint Secretariat. This reporting of underspending does not exempt for the possible n+3 decommitment.

(5) Article

Reimbursement of EU contribution to the Lead Beneficiary

- 5.1. The reimbursement of EU contribution to the Lead Beneficiary will be initiated only after the verification and acceptance of the Report and of its annexes, the Application for Reimbursement and the Declarations on Validation of Expenditure.
- 5.2. The Lead Beneficiary may be requested a completion of the Report and of the Application for Reimbursement during the verification process by the Joint Secretariat. After the second unsuccessful request/notice for completion, the Report and the Application for Reimbursement may be rejected. If the Report contains ineligible expenditure, the Joint Secretariat is entitled to send it back to the Lead Beneficiary or initiate irregularity procedure. In this case the Lead Beneficiary shall re-submit the Application for Reimbursement to the Joint Secretariat. In case the Final project report

and the Application for Reimbursement are rejected, the Lead Beneficiary shall be informed about the possible/applied sanctions (e.g. suspension of the last payment, repayment of subsidy, withdrawal from the Contract).

- 5.3. Following the approval of the Final project report the Joint Secretariat initiates the financial closing of the Project in order to calculate the exact amount of EU contribution to be paid to the Project. Financial closing cannot be initiated in case other processes related to the Project are not closed such as irregularity and recovery procedures. After the final payment to the Lead Beneficiary, the Project is considered closed. While the Project is considered closed, audits might be carried out during the programme period and/or within the timeframe stipulated in Article 140(1) of the CPR and further detailed in the Beneficiary's manual. During this period, irregularity procedures and repayments can be initiated related to the Project.
- 5.4. The reimbursement of EU contribution will be authorised by the Certifying Authority. In case the EU contribution balance of the programme single bank account handled by the Certifying Authority does not cover the amount to be reimbursed, the reimbursement process will be suspended until the transfer of the EU contribution from the European Commission is credited to the programme single bank account.
- 5.5. For receiving the reimbursement of EU contribution and for the transfers of EU contribution to the Beneficiaries, the Lead Beneficiary has to open a separate EUR bank account exclusively for the Project.
- 5.6. The EU contribution will be reimbursed in EUR exclusively and will be transferred to the following separate project EUR bank account indicated by the Lead Beneficiary:

IBAN account number:	SK88 5600 0000 0070 5140 7005
SWIFT code:	LUBASKBXXXX
Bank name:	Prima Banka Slovensko
Bank address:	Hodžova 11, 010 11 Žilina

- 5.7. The Lead Beneficiary has to officially notify the Joint Secretariat in written form in case of a change of the separate project bank account within 15 calendar days or with the submission of the Application for Reimbursement at the latest. In case the Lead Beneficiary fails to properly inform the Joint Secretariat on the details of its separate bank account, all consequences, including those of financial nature, shall be borne by the Lead Beneficiary.
- 5.8. The Lead Beneficiary is responsible for transferring the EU contribution to the Beneficiaries according to the approved Application for Reimbursement, within the timeframe agreed in the signed Partnership agreement, and will make no deduction, retention or further specific charge from the ERDF amounts it receives.

- 5.9. Bank statements proving the management of the separate project bank account and the transfer of funds from the Lead Beneficiary to the Beneficiaries have to be presented to the Joint Secretariat attached to the Reports. Bank statement proving that the Lead Beneficiary transferred the EU contribution approved in the Final project report to the Beneficiary(ies) must be submitted to the Joint Secretariat within 5 (five) working days from the transfer.

(6) Article
Double funding

- 6.1. The expenditures shall not be double funded by any other European and/or national funds.

(7) Article
Representation of the Project partners, liability and additional obligations of the Lead Beneficiary

- 7.1. In order to lay down the arrangements for its relations with the Beneficiaries the Lead Beneficiary is responsible to conclude a Partnership agreement with them.
- 7.2. The Lead Beneficiary represents the partnership as defined in the Partnership agreement and is the only direct contact between the Project and the programme management bodies. The Lead Beneficiary shall be responsible for ensuring the efficient implementation of the entire Project. To this end, the Lead Beneficiary shall coordinate the implementation of the project in due time according to the provisions of the present contract and of the national and European legislation, and undertake among others:
- a) to co-ordinate the start of the Project as set in *Article 2.1*;
 - b) to co-ordinate the implementation of the Project according to the time schedule agreed upon in the present Contract and in Annex I;
 - c) to guarantee the sound financial management of the funds allocated to the Project, including the arrangements for recovering amounts unduly paid;
 - d) to meet the reporting requirements and ensure any other documentation obligations;
 - e) to ensure that the expenditure presented by the Lead Beneficiary and by the Beneficiaries has been paid for the purpose of implementing the Project and to ensure that it corresponds to the activities agreed between the members of the partnership and indicated in Annex I;
 - f) to verify that the expenditure presented by the Lead Beneficiary and the other Beneficiaries has been validated by the designated Control Bodies;

- g) to collect documents and information from the Beneficiaries in order to present Project reports and Applications for Reimbursement;
 - h) to comply with EU regulations, as referred to in the preamble of the present Contract, and with the relevant national legislation for the whole partnership with special regard to public procurement, State aid, publicity, furthermore rules on sustainable development and equal opportunities;
 - i) to transfer the EU contribution correctly and within the timeframe agreed in the Partnership agreement upon receipt to the other Beneficiaries and in full, no specific charge or other charge with equivalent effect shall be levied which would reduce these amounts for the Beneficiaries; in case of a claim for repayment from the Managing Authority, the Lead Beneficiary cannot exculpate itself with the argument of the transfer of the funds;
 - j) to maintain separate accounting for project implementation purposes in a manner ensuring the identification of each financial operation within the Project;
 - k) to ensure the sustainability of the project results.
- 7.3. The Lead Beneficiary bears responsibility for the activities of the other Beneficiaries and the sub-contractors like its own activities.
- 7.4. The Lead Beneficiary takes full responsibility for the damages caused to third parties from its own fault during the implementation of the Project. The Managing Authority has no responsibility for the damages caused to third parties as a result of executing the Contract.
- 7.5. The Lead Beneficiary is liable towards the Managing Authority for ensuring that the Project partners fulfil their obligations under this Contract.

(8) Article Procurement rules

- 8.1. According to Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 and other relevant regulations, the projects contracted under the Programme have to manage the procurement of services, supplies / goods / equipment and works in accordance with national procurement rules in force depending on the seat/branch office of the given organisation.
- 8.2. Documents which should be submitted to support validation of costs related to procurements below national threshold are listed in the Guide on eligible expenditures.

(9) Article
Information and publicity

- 9.1. The Lead Beneficiary and all Project Partners undertakes to fulfil the information and publicity measures set out in the Visibility guide for projects, with the aim of promoting the fact that co-financing is provided from EU contribution available under the Interreg V-A Slovakia-Hungary Cooperation Programme, furthermore it undertakes to ensure the adequate promotion of the Project.
- 9.2. The Lead Beneficiary shall ensure that all project official communication (e.g. any notice, publication, website or project event, including conferences or seminars) specifies that the Project has received funding from the EU within the framework of the Interreg V-A Slovakia-Hungary Cooperation Programme, by following the instructions detailed in the Visibility guide for projects.
- 9.3. Any notice or publication by the Project partners, in whatever form and on or by whatever medium, must specify that it reflects the author's views and that the Managing Authority is not liable for any use that may be made of the information contained therein.
- 9.4. The Managing Authority / Joint Secretariat shall be authorised to publish, in any kind of form and on or by any kind of medium the following pieces of information:
- a) the title and the acronym of the Project;
 - b) the name and contact details of the Lead Beneficiary and of the Beneficiaries;
 - c) the amount of subsidy and the EU co-financing rate;
 - d) the purpose of the EU contribution (i.e. the Project's overall objective);
 - e) the geographical location of the Project;
 - f) project results, evaluations and summaries;
 - g) other information about the Project, if considered relevant.
- 9.5. The Lead Beneficiary shall ensure the proper means of communication between the Project and the Programme, including:
- a) participation, whenever requested, in Lead Beneficiary trainings organised by the Joint Secretariat;
 - b) participation, whenever requested, in other events organised by the programme management bodies with the purpose of presenting / discussing / developing / sharing project results and creating synergies with other projects and relevant organisations;
 - c) providing a visible link on the Project's web site (if any) to the Programme website – www.skhu.eu.

(10) Article
Amendments to the Contract and other project changes

- 10.1. The Lead Beneficiary has to request the modification of the Contract in case of substantial changes in the Project which are the following:
- a) changes in the composition of the project partnership (except legal succession);
 - b) substantial changes in the content of the Project (resulting in a more than 20 per cent deviation from the quantified output indicator(s));
 - c) changes in project activities (either introducing new ones or replacing old ones);
 - d) financial reallocations between the cost categories exceeding 20 per cent of either affected expenditure category and exceeding 10 000,00 EUR within the budget of the Lead Beneficiary or the particular Beneficiary;
 - e) prolongation of the project duration.
- 10.2. Modifications of the Contract cannot affect the basic purpose of the Project as approved by the Monitoring Committee.
- 10.3. Any request (except from the decommitment decision of the MA) for a modification of the Contract has to be justified and submitted by the Lead Beneficiary to the Joint Secretariat in a written form, as regulated in the Beneficiary's manual. The Joint Secretariat will process the request for modification and will submit it for approval to the Managing Authority or the Monitoring Committee, according to the type of modification requested. The Lead Beneficiary can be contacted if any further clarification of the submitted modification request or change in the project is necessary. The Addendum to the Contract has to be signed by both Parties according to the approval of the Managing Authority / Monitoring Committee according to the Beneficiary's manual.
- 10.4. Budget reallocations between the Lead Beneficiary and the other Beneficiaries, furthermore budget reallocations between the other Beneficiaries are not allowed.
- 10.5. The Addendum to the Contract enters into force on the date of signature by the last of the Parties. The date from which the changes contained in the Addendum shall be effective is to be explicitly identified in the text of the Addendum.
- 10.6. Other changes in the Project than listed in Article 10.1 will not require Contract modification, but the Lead Beneficiary has to notify the Joint Secretariat in a written form providing description and justification of a change. The change is approved once the Lead Beneficiary receives a confirmation from the Joint Secretariat that the project change is accepted. Examples of these changes are as follows:
- a) changes of addresses, contact details, statutory representative/s, contact person/s;

- b) changes of bank accounts of Lead Beneficiary and the other Beneficiaries;
 - c) changes in project activities (specification/description);
 - d) changes in project timetable (not having impact on the overall project duration);
 - e) changes in budget items provided that they do not affect the basic purpose of the project approved by the Monitoring Committee; and
 - f) financial reallocations within cost categories or in between the cost categories equalling or not exceeding 20 per cent of either affected expenditure category or equalling or not exceeding 10 000,00 EUR within the budget of the Lead Beneficiary or the particular Beneficiary;
- 10.7. Detailed rules describing each case of Contract modification or other changes in the Project are set in the Beneficiary's manual.
- 10.8. Request for modification of the Contract and/or changes related to the budget of the Lead Beneficiary and other Beneficiaries can be requested only once during a reporting period of the Project.
- 10.9. The limit of budget reallocation is calculated from the concluded original Contract, therefore accumulation of changes is counted together and rules are applied accordingly. By its nature, any increase of budget of a expenditure category(ies) on one side leads to a reduction of budget of other expenditure category(ies) on the other side, therefore either effected expenditure categories are counted concerning to the rule. All indicated changes in the Project have to respect the rules of the Call for proposals and Applicant's manual and Guide on eligible expenditures, e.g. meaning that if a limit for a certain type of cost was given in the Guide on eligible expenditures, the notified (initiated) change has to respect the limit as well.

(11) Article Assignment, legal succession

- 11.1. The Managing Authority is entitled at any time to assign its rights under the present Contract. In case of assignment the Managing Authority will inform the Lead Beneficiary without delay.
- 11.2. The Lead Beneficiary is allowed to assign all or parts of its duties and rights under the present Contract only after prior decision of the Monitoring Committee and written consent of the Managing Authority.
- 11.3. In case of legal succession the Parties are obliged to transfer all duties under the present Contract to the legal successor. The Parties shall notify each other about any change beforehand. In case of legal succession affecting the Lead Beneficiary or a Beneficiary the Lead Beneficiary shall notify the Joint Secretariat beforehand. In case of legal succession – as all duties under the present Contract is transferred to the legal successor – therefore the Contract shall not be modified.

(12) Article
Audit rights

- 12.1. The responsible auditing bodies of the EU and, within their responsibility, the auditing bodies of the Member States, as well as the Audit Authority, the Managing Authority, the Joint Secretariat and the Certifying Authority of the Programme are entitled to audit the proper use of funds by the Lead Beneficiary and by the Beneficiaries or to arrange for such an audit to be carried out by authorised persons.
- 12.2. The Lead Beneficiary shall produce all documents required for the audit, provide necessary information and give access to its business premises. The Lead Beneficiary is obliged to retain for audit purposes all files, documents and data about the Project for at least until the time as specified in Article 140(1) of the CPR and further detailed in the Beneficiary's manual. Documents to be retained are listed in Annex III.
- 12.3. The designated Control Bodies are entitled to carry out on-the-spot checks as part of their verification activities, while the Joint Secretariat or the Managing Authority are entitled to carry out monitoring visits in order to check the progress of the Project from a professional point of view, at the premises of the Lead Beneficiary and of the Beneficiaries.
- 12.4. The Lead Beneficiary is obliged to guarantee the fulfilment of the above stipulated duties in relation to all other Beneficiaries as well.
- 12.5. Observing the recommendations received after an audit must be ensured by the Project partners, otherwise the Managing Authority has the right to terminate the Contract.

(13) Article
Irregularities

- 13.1. The Managing Authority shall show zero tolerance to any suspected cases of fraud and shall take all necessary measures to prevent and correct such cases. In case of an irregularity is found and decided during project implementation the Managing Authority reserves the right to claim the repayment of the EU contribution in full or in part from the Lead Beneficiary and has the right to reduce the amount of the EU contribution awarded. In case an irregularity is committed, the Managing Authority shall impose to the Lead Beneficiary all the necessary measures for the elimination or diminishing of the consequences on the implementation of the project.
- 13.2. Based on the above, the Lead Beneficiary is always responsible for securing the repayment of the EU contribution unduly paid to the Project, even if the irregularity was committed by one of the other Beneficiaries.
- 13.3. If another Beneficiary commits an irregularity, the Lead Beneficiary – after having received the notice on repayment – is obliged to request the amount unduly paid from the Beneficiary concerned and repay it to the Managing Authority within the deadline

for the repayment set in Article 14.2. The Lead Beneficiary shall exercise due diligence to ensure repayment.

- 13.4. If the Lead Beneficiary does not succeed in securing the repayment from the Beneficiary / Beneficiaries, within 5 calendar days from the end of the deadline given the Lead Beneficiary has to notify the Joint Secretariat and has to send proof of steps taken by the Lead Beneficiary towards the Beneficiary / Beneficiaries.
- 13.5. When the amount unduly paid has not been recovered due to negligence of the Lead Beneficiary, the Lead Beneficiary shall remain responsible for the repayment.

(14) Article

Right of withdrawal – Repayment – Suspension of reimbursement

- 14.1. The Managing Authority is entitled to withdraw from the present Contract and to demand the repayment of the EU contribution in full or in part if:
 - a) the Lead Beneficiary has obtained the EU contribution through false or incomplete statements to bodies/appointees of the European Commission, the Managing Authority or any other authorities involved in the implementation of the Programme; or if
 - b) a precondition for the approval of the Project is no longer given, in particular if the compulsory Cross-border beneficiary resigns from the Project and is not replaced in line with the provisions of Article 10; or if
 - c) the Partnership agreement concluded between the Project partners is no longer in force; or if
 - d) the Lead Beneficiary becomes insolvent or subject to bankruptcy proceedings; or if
 - e) the Lead Beneficiary becomes guilty of misrepresentation in supplying the information required by the Managing Authority or in failing to provide requested information; or
 - f) in case of identified irregularities; or if
 - g) the Lead Beneficiary fails to fulfil a condition or an obligation resulting from the present Contract, in particular if
 - h) the Lead Beneficiary fails to submit a Project report and Application for Reimbursement within the reporting deadline;
 - i) the Lead Beneficiary repeatedly fails to submit Project follow-up reports, if applicable; or if
 - j) the Lead Beneficiary fails to sustain the results of the Project as defined in Article 15; or if

- k) the Project has not been or cannot be fully implemented by carrying out the planned activities and results moreover by achieving at least 80 per cent of the quantifiable output indicators, or if the Project cannot or could not be implemented in due time; or if
 - l) the regulations of EU and national law (including provisions concerning public procurement rules, State aid rules, publicity rules, rules on environmental protection and rules on equal opportunities) have been infringed; or if
 - m) the Lead Beneficiary has impeded or prevented the auditing of the Project or failed to retain the project documentation as referred to in Article 12; or if
 - n) the EU contribution awarded has been partially or entirely misapplied for purposes other than those agreed upon; or if
 - o) it has been impossible to verify that the Final project report is correct and thus the eligibility of the Project for funding from the Programme cannot be verified.
- 14.2. If the Managing Authority sends a request for repayment for the amount of EU contribution paid unduly and the corresponding interest chargeable, the Lead Beneficiary is obliged to secure repayments from the Beneficiaries concerned and has to repay the amount specified by the Managing Authority before the due date. The repayment by the Lead Beneficiary is due within two months following the receipt date of the request for repayment. The rate of the interest shall be one-and-a-half percentage points above the rate applied by the European Central Bank in its main refinancing operations on the date of the request for repayment.
- 14.3. The Managing Authority has the right to recover the amounts specified in the request for repayment by deducting them from the Application for Reimbursement submitted by the Lead Beneficiary.
- 14.4. In case of any delay in the repayment, the amount to be recovered shall be subject to interest on late payment, starting on the due date and ending on the actual date of repayment. The rate of interest on late payment shall be one-and-a-half percentage points above the rate applied by the European Central Bank in its main refinancing operations on the due date.
- 14.5. If the Managing Authority exercises its right of withdrawal, offsetting by the Lead Beneficiary is excluded unless its claim is undisputed or recognised by declaratory judgement.
- 14.6. The Lead Beneficiary is entitled to exercise the right of withdrawal if the implementation of the Project becomes impossible due to circumstances independent from the Lead Beneficiary, including the occurrence of force majeure. In this case, the Lead Beneficiary shall repay the whole amount of EU contribution reimbursed together with the interest chargeable within two months from the date of notifying the Managing Authority on the withdrawal from the Contract. The rate of interest shall be the rate

applied by the European Central Bank in its main refinancing operations on the date of notifying the Managing Authority on the withdrawal from the Contract.

- 14.7. The Managing Authority may decide to suspend the reimbursement of the EU contribution if the provisions laid down in the Memorandum of Understanding are not respected by the Member States. The Lead Beneficiary shall be informed on the suspension.
- 14.8. In case of observations and/or reservations raised by the Commission on the description of the Management and Control System of the Interreg V-A Slovakia-Hungary Programme or in case of a system error detected, the MA has the right to temporarily withhold payments to a particular project partner or the project as a whole. Payment suspension(s) shall be lifted as soon as observations and/or reservations raised by the Commission have been withdrawn and the MA has received sufficient evidence on the solution of the systemic error(s) detected. In case the European Commission takes the decision of interrupting or totally suspending the funds, the Managing Authority may terminate the contract.

(15) Article
Ownership/use of results, revenues generated

- 15.1. The Project retains the EU contribution only if it does not, within five years of the final payment to the Lead Beneficiary - except where State aid rules provide for a different period -, undergo a substantial modification such as;
- a) a cessation or relocation of a productive activity outside the programme area;
 - b) a change in ownership of an item of infrastructure which gives to a firm or a public body an undue advantage;
 - c) a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives.
- 15.2. Ownership, title and industrial and intellectual property rights in the outputs of the Project and the reports and other documents relating to it shall vest in the Project partners. Leasing, handing over/selling or transferring the rights of use of the outputs of the Project is only possible with the prior written consent of the Managing Authority and only in case if all the rights and obligations following from the present Contract and connected to the subject of matter will be transferred to the new party.
- 15.3. The use of the results of the Project can be checked by the Managing Authority / Joint Secretariat. Widespread publicity of such results shall be ensured by the Lead Beneficiary in order to make them available to the public.
- 15.4. The Lead Beneficiary and the Managing Authority shall find individual arrangements in those cases where intellectual property rights (such as for data acquired for the Project which do not belong to public domain) already exist.
- 15.5. For projects which have calculated the expected net revenues in line with Article 61 (3) of the CPR during the application stage and included the related amount in the application, the ERDF contribution to the project is already determined with consideration to the corresponding net revenue generated. If project related revenue occurs for projects where revenues have not been foreseen, therefore have not been deducted at application phase it decreases the basis for co-financing and must be deducted from the total expenditure by the controller during implementation phase. Where it is objectively not possible to determine in advance the revenues that occur after project implementation, the net revenue generated within three years of the completion of the project, or by the deadline for the submission of documents for programme closure, whichever is the earlier, have to be reported to the MA/JS. The corresponding ERDF contribution has to be either withheld from the last instalment to the project or reimbursed to the MA.

(16) Article
Force majeure

- 16.1. Force majeure is any external event, unforeseeable, absolutely invincible and inevitable occurred after the conclusion of present Contract and which prevents the execution of all or part of this Contract. There are considered cases of force majeure: wars, natural calamities, general strikes, insurrections, revolts, epidemics, earthquakes, floods and other similar events that cannot be attributed to any party of the Contract. Force majeure, established under the law, exonerates the parties in case of failure to execute totally or partially the obligations under this Contract, as long as the force majeure is in force, and only if the other party has been duly notified. It is not considered to be force majeure an event similar to those presented above, that, without creating an impossibility of execution, makes the execution of the obligations very difficult for one of the parties.
- 16.2. The parties shall take all measures at their disposal to limit the consequences of force majeure.
- 16.3. The execution of the Contract may be suspended from the occurrence of force majeure during the whole period of its action.
- 16.4. In case the Contract must be suspended under this reason, for a period longer than 3 (three) months, the Managing Authority has the right to decide on the continuation / modification / termination of the contract.

(17) Article
Concluding provisions

- 17.1. If any provision in the present Contract should be entirely or partly ineffective, the remaining provisions remain binding for the Parties. The Parties to the Contract undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective provision.
- 17.2. Amendments and supplements to the present Contract must be in written form.
- 17.3. All correspondence with the Managing Authority / Joint Secretariat under the present Contract must be in English language and has to be sent to the following address:
- SKHU Joint Secretariat**
Szép utca 2.
1053 Budapest, Hungary
- 17.4. All correspondence with the Lead Beneficiary under the present Contract must be in English language and has to be sent to the following address:
- Address of the Lead Beneficiary: Hlavná 48, 04011 Košice, Slovakia**
Name of contact person: Veronika Mohňanská

E-mail address: veronika.mohnanska@kosciceregion.com

Telephone and fax number: +421904 257 329

- 17.5. The present Contract is concluded in English language. In case of translation of the present Contract and of its Annexes into another language, the English version shall prevail.
- 17.6. The Annexes to this Contract are binding and form an integral part of the Contract.
- 17.7. The present Contract is governed by Hungarian law and all matters not regulated in the Contract are subject to the legal understanding laid down in the Hungarian Civil Code (Act V. of 2013). In case of differences that are not ruled by the present Contract, the Parties agree to find an amicable and mutually acceptable solution. If the Parties fail to do so, all disputes arising in connection with the Contract shall be settled by the Pest Central District Court.
- 17.8. The present Contract is signed in three original copies of which one remains at the Lead Beneficiary and two original copies are to be returned to the Joint Secretariat (out of which one copy will be sent to the Managing Authority by the Joint Secretariat).
- The Contract enters into force on the date of signature by the last of both Parties.
- 17.9. If de minimis aid is provided in the frame of this Contract, the last Party to sign the Contract shall send a scanned copy of the signed Contract to the Joint Secretariat within 24 hours of its entry into force.

17.10. The present Contract shall remain in force until the Lead Beneficiary has discharged in full its obligations arising from the Contract towards the Managing Authority, i.e. as long as any duties linked to the EU funding might be claimed.

<p>Place and date:</p> <p><i>KOSICE, 5.3.2021</i></p>	<p>Place and date:</p> <p><i>Budapest, 19/02/2021</i></p>
<p>Lead Beneficiary represented by</p>	<p>Managing Authority represented by</p>
<p>.....</p>	<p>.....</p>
<p>Rastislav Trnka chairman</p>	<p>Nikoletta Horváth Deputy Head of the Managing Authority</p>



Annexes to the Contract

- I. Simplified Application form² / separate documents agreed with Lead Beneficiary during contracting
- II. Partnership agreement signed by each Project partners
- III. List of documents to be retained
- IV. Applicable project specific State aid rules

² The full content of the finalized Application form is available in electronic form within in the Monitoring System