



Hungary-Slovakia  
Cross-border Co-operation  
Programme 2007-2013

**Building Partnership**

European Union  
European Regional Development Fund



## **Subsidy Contract**

**Project Code: HUSK/1101/2.2.1/0357**

**Acronym: A természet nem ismer határokat**

**Project title: A Börzsöny a Cserhát és az Ipoly-mente természeti értékeinek feltárása, és ezen keresztül a környezetudatosság erősítése Szente, Ipolynyék és Diósjenő térségében**

**European Territorial Co-operation 2007 – 2013**

HUNGARY - SLOVAKIA  
CROSS-BORDER CO-OPERATION  
PROGRAMME 2007-2013



Hungary-Slovakia  
Cross-border Co-operation  
Programme 2007-2013  
Joint Technical Secretariat

**Subsidy Contract  
for the implementation of the project**

**HUSK/1101/2.2.1/0357 - A természet nem ismer határokat**

**A Börzsöny a Cserhát és az Ipoly-mente természeti értékeinek  
feltárása, és ezen keresztül a környezetudatosság erősítése  
Szente, Ipolynyék és Diósjenő térségében**

**within the  
Hungary – Slovakia Cross-border Co-operation Programme 2007-2013**

The following contract is concluded between

**National Development Agency**

acting as the Managing Authority of the Hungary – Slovakia Cross-border Co-operation Programme 2007-2013 (hereinafter referred to as MA)

Address: 1077 Budapest, Wesselényi u. 20-22., Hungary

Tax number: 15598323-2-41

on one hand,

and

**Községi Önkormányzat Szente**

**100. Kossuth út, 2655 Szente, Hungary**

**Tax number: 15451608-1-12**

acting as Lead Partner (hereinafter referred to as LP)

on the other hand,

hereinafter jointly referred to as Parties

based on the following legal framework:

COUNCIL REGULATION (EC) No 1083/2006 of 11 July 2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and repealing Regulation (EC) No 1260/1999;

REGULATION (EC) No 1080/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 5 July 2006 on the European Regional Development Fund and repealing Regulation (EC) No 1783/1999;

COMMISSION REGULATION (EC) No 1828/2006 of 8 December 2006 setting out rules for the implementation of Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and of Regulation (EC) No 1080/2006 of the European Parliament and of the Council on the European Regional Development Fund;

COMMISSION REGULATION (EC) No 1998/2006 of 15 December 2006 on the application of Articles 87 and 88 of the Treaty to de minimis aid;

COMMISSION DECISION 2005/842/EC of 28 November 2005 on the application of Article 86 (2) of the EC Treaty 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 (EC) No 800/2008 on declaring certain categories of aid compatible with the common market in application of Articles 87 and 88 of the Treaty (General Block Exemption Regulation);

– COUNCIL REGULATION (EC, Euratom) No 1605/2002 of 25 June 2002 and its amendments on the financial regulation applicable to the general budget of the European Communities;

– Communication from the Commission - Temporary Community framework for State aid measures to support access to finance in the current financial and economic crisis (2009/C 83/01)

– the Hungary – Slovakia Cross-border Co-operation Programme 2007-2013, approved by the European Commission on 20 December 2007, Decision No. C(2007)6488 (hereinafter also referred to as Programme).

The following regulations and guidelines have to be also respected in the framework of this contract:

Community rules regarding Community 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;

National rules applicable to the Lead Partner and its Project Partners (hereinafter also referred to as PPs);

the relevant Call for Proposals (HUSK/1101) published on 23<sup>rd</sup> June 2011 on the website of the Programme

the HUSK Project Implementation Handbook laying down the programme specific rules for the implementation of the projects;

the HUSK Visibility Guide for Projects laying down the programme specific rules on information and publicity measures of the projects.

### **Article 1 Award of subsidy**

In accordance with the decision of the Joint Monitoring Committee, dated 29<sup>th</sup> March, 2012 an earmarked subsidy is awarded to the LP from the European Regional Development Fund (hereinafter referred to as ERDF) under the Hungary – Slovakia Cross-border Cooperation Programme for the implementation of the

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Szente, Ipolynyék és Diósjenő térségében**

Maximum Community

476,602.65 EUR

contribution awarded:

say: four hundred and seventy-six thousand, six hundred two euros sixty-five cents

Total project budget:

574,460.00 EUR

2012.04.03. 10:10:00  
HUSK/1101/2.2.1/0357

say: five hundred and seventy-four thousand, four hundred sixty euros

1. The ERDF co-financing rates per partners are set in Annex III. (Sources of funding) of the Subsidy Contract. As a general rule, the ERDF co-financing rates per partners cannot exceed 85% of the eligible public expenditures.
2. The maximum amount of ERDF contribution awarded for the project cannot be exceeded.
3. Should the total eligible costs after the completion of the project be lower than the budgeted amount, the abovementioned ERDF contribution awarded under the Programme will be correspondingly reduced according to the ERDF co-financing rates per partners set in Annex III.
4. Reimbursement of the ERDF contribution is under the condition that the European Commission makes the funds available to the above-described extent.
5. If the European Commission fails to make the funds available or the Memorandum of Understanding signed by the participating Member States is no longer in force, the MA will be entitled to terminate this contract.

## **Article 2**

### **Duration of the project**

1. Project starting date: 1-August-2012
2. Project end date: 31-March-2014
3. The project activities have to be carried out and finalised within the project period as well as project expenditure – with the exception of preparation costs – has to be incurred within the project period as defined in Article 2.1 and 2.2.
4. Preparation costs can only be eligible if they were incurred on or after 1<sup>st</sup> January 2007 and before the date of Subsidy Contract signature, and paid before the end date of the first reporting period.

## **Article 3**

### **Object of use**

1. The ERDF contribution is awarded exclusively for the implementation of the Project as it is described in the Application approved by the Joint Monitoring Committee.
2. Project expenditure, including preparation costs, which qualifies for the ERDF contribution awarded according to Article 1.1., consists exclusively of project expenditure related to the project activities approved by the Joint Monitoring Committee. The rules for the eligibility of expenditure are set in the HUSK Project Implementation Handbook. The relevant EC Regulations, in particular Article 56 of Regulation (EC) No 1083/2006, Articles 7 and 13 of Regulation (EC) No 1080/2006, Articles 48-53 of Regulation (EC) No 1828/2006, and national eligibility rules also have to be respected. In case of contradiction between the abovementioned rules, the stricter rule shall apply.

3. State aid rules in application of Articles 87 and 88 of the EC Treaty as defined in annex VI must be respected if applicable.

#### **Article 4**

##### **Reporting and Application for Reimbursement**

1. The LP can only submit Application for Reimbursement to the Joint Technical Secretariat (hereinafter referred to as JTS) accompanied by proof of progress of the project. Therefore the LP has to submit a Progress Report – with each Application for Reimbursement – consisting of the description of the activities carried out and their outputs and results during the reporting period and a financial report presenting the financial progress of the project in accordance with the approved application.
2. The LP has to submit the Progress Report and the Application for Reimbursement for each four-month reporting period from the project starting date indicated in Article 2.1. The LP is entitled to submit a startup Progress Report within 105 calendar days from the conclusion of the subsidy contract in case the project was approved with preparation costs to be co-financed or the starting date of the Project is before the conclusion date of this subsidy contract. In this case the first Progress Report shall cover the period between the signature of the Contract and the end of the first four-month reporting period. The Progress Report and the Application for Reimbursement have to be submitted to the JTS within 105 calendar days from the end date of each reporting period. The reporting periods and the actual deadlines for submission are indicated in Article 4.13.
3. Additional obligatory deadlines to submit an Application for Reimbursement may be set by the MA in order to avoid decommitment of ERDF contribution at programme level.
4. The startup Progress Report and Application for Reimbursement (if any) have to cover the preparation costs of the project and the project expenditure incurred between the starting date of the project and the conclusion date of this subsidy contract. In case no startup Progress Report and Application for Reimbursement is submitted, the above mentioned costs have to be included in the first Progress Report and Application for Reimbursement covering the first reporting period as indicated in Article 4.13.
5. The final Progress Report and final Application for Reimbursement have to be submitted to the JTS within 120 calendar days after the end date of the project as indicated in Article 2.1.
6. The language of each report is English. The forms and tools of the Progress Report, Application for Reimbursement and the Declarations on validation of expenditure are defined for the HUSK programme and are obligatory to use. Further rules on reporting – including the documents to be submitted with the Progress Report – are set in the HUSK Project Implementation Handbook.
7. The Application for Reimbursement submitted by the LP shall contain only validated expenditure and shall be supported by the Declarations on validation of expenditure issued by the Control Bodies of the PPs. The LP shall ensure that the expenditure presented by the PPs participating in the project have been incurred for the purpose of implementing the project and corresponds to the activities agreed between those partners.

8. In compliance with the Article 20(1)d of the Regulation (EC) No. 1080/2006, the LP shall ensure that the expenditure of its PPs has been verified by the designated Control Body of the PP. The designated Control Bodies and the national level control requirements for each Member State are available in the HUSK Project Implementation Handbook.
9. In case the Declarations on validation of expenditure are not received from each project partner for a given reporting period, the LP shall submit the Application for Reimbursement on the basis of the Declarations on validation of expenditure available for the reporting deadline. The expenditure of the PPs submitted for validation but not validated for the given reporting period within the deadline might be requested only in the next Application for Reimbursement. In case of expenditures held back by procedures launched by programme bodies, in particular by irregularity procedures, eligible expenditures might be requested in the Application for Reimbursement after the closure of the procedure in question.
10. The LP shall submit the Application for Reimbursement in Euro, based on the Declarations on validation of expenditure in Euro issued by the designated Control Body of the PPs.
11. PPs from Member States, which have not adopted the Euro as their currency, shall convert into Euro the amounts of expenditure in the list of invoices incurred in national currency before submission for validation to the responsible Control Body of the Member State. The expenditures shall be converted into Euro using the monthly accounting exchange rate of the European Commission in force in the last month of the reporting period. The monthly exchange rates of the European Commission are available at website of the European Commission.
12. The exchange rate risk is borne by the PP/LP concerned.
13. The LP shall request the reimbursement of ERDF contribution on the basis of the following table (which includes the total project budget with governmental and own contribution):

	Reporting period	Deadline for submission of the Progress Report and Application for Reimbursement	Indicative spending forecast (EUR) (2 decimals needed)
1	01/08/2012 - 30/11/2012	15/03/2013	70,680.00
2	01/12/2012 - 31/03/2013	14/07/2013	100,240.00
3	01/04/2013 - 31/07/2013	13/11/2013	243,150.00
4	01/08/2013 - 30/11/2013	15/03/2014	47,130.00
5	01/12/2013 - 31/03/2014	29/07/2014	113,260.00
<b>Total:</b>			<b>574,460.00</b>

14. The spending forecasts of the project are set out in point 13. and remain unchanged for the whole project period. The LP has the possibility to deviate from the spending forecasts considering that in case of n+2/n+3 decommitment resulting from underspendings compared to the spending forecast, the MA is entitled to decommit the project by reducing the original project budget and the corresponding ERDF contribution. In case of a decision on the decommitment of the Project, the

MA initiates the amendment of the present SC. The Addendum to the SC has to be signed by both Parties.

15. In case of projects with investment activities co-financed, the LP shall submit yearly follow-up reports till the end of the period laid down in article 14(1) in the format set in the HUSK Project Implementation Handbook to the JTS proving the sustenance of the project outputs. The first follow-up report shall be submitted within one year from the end date of the Project.
16. The LP has to provide immediate information to the JTS about circumstances that delay, hinder or make impossible the realization of the project, as well as about any circumstances that mean a change of the reimbursement conditions and frameworks as laid down in this contract or entitle the MA to reduce or demand repayment of the ERDF contribution wholly 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, the planned outputs and results and by achieving at least 80% of the quantifiable outputs, or the project cannot or could not be realized in due time. In case that the project cannot be implemented according to the time schedule fixed in the Application and in annex 1 as well as according to the payment schedule stated in point 13 of this article the fact has to be reported immediately to the JTS in order to seek written approval. The request for approval does not imply the approval.
17. ERDF funds not requested according to the plan may be lost by the beneficiaries.

#### **Article 5** **Reimbursement of ERDF contribution to the LP**

1. The reimbursement of ERDF contribution to the LP will be initiated only after the verification and acceptance of the Progress Report and its annexes, the Application for Reimbursement and the Declarations on validation of expenditure.
2. The LP may be requested for completion of the Progress Report and the Application for Reimbursement during the verification process by the JTS. After the second unsuccessful request for completion, the Application for Reimbursement and the Progress Report may be rejected. A rejected Application for Reimbursement can be resubmitted only once and for the next reporting deadline following to the reporting period concerned.
3. The reimbursement of ERDF contribution will be authorised by the Certifying Authority. In case the ERDF 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 till the transfer of the ERDF contribution from the European Commission is credited to the programme single bank account.
4. For receiving the reimbursement of ERDF contribution and for the transfers of ERDF contribution to the PPs, the LP has to open a separate EUR bank account exclusively for the project.
5. The ERDF contribution will be reimbursed in Euro only and transferred to the following separate project bank account indicated by the LP:

6.

IBAN account number: **HU53 1175 1418 1334 3880 0000 0000**  
SWIFT Code: **OTPVHUHB**  
Bank name: **OTP Bank**  
Bank address: **OTP Rétsági Fiók, 2651 Rétság, Rákóczi 28-30.**

7. The LP has to notify officially the JTS in written form in case of change of the separate project bank account within 15 calendar days, or with the submission of the Application for Reimbursement at the latest.
8. In case the Lead Partner fails to properly inform the JTS on the details of its bank account opened specifically for the project all consequences, including those of financial nature shall be borne by the Lead Partner.
9. The LP is responsible for transferring the ERDF contribution to the PPs participating in the project according to the approved Application for Reimbursement, within the timeframe agreed in the Partnership Agreement.
10. Bank statements proving the management of the separate project bank account have to be presented to the JTS according to the rules specified in the HUSK Project Implementation Handbook.

#### **Article 6** **Double financing**

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

#### **Article 7** **Representation of PPs, liability and additional obligations of the LP**

1. In order to lay down the arrangements for its relations with the PPs the LP is responsible to conclude a Partnership Agreement with the PPs.
2. The LP represents the partnership as defined in the Partnership Agreement and is the only direct contact between the project and the programme management bodies. The LP shall be responsible for ensuring the implementation of the entire project. To this end, the LP shall undertake:
  - 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 stated in this contract and the Application;
  - c) to inform the JTS immediately in written form if the project budget has to be changed, if the partners, the project objectives, the activity plan, on which this contract is based have to be changed, or one of the reimbursement conditions cannot be fulfilled, or circumstances arise, which entitle the MA to reduce or demand repayment of the ERDF contribution (entirely or in part);



- d) to comply with European Union regulations, as referred to in the preamble to this contract, and to the relevant national legislation for the whole partnership;
  - e) to transfer the ERDF funds correctly upon receipt to the other PPs according to Article 5.8 (In case of a claim for repayment from the MA, the LP cannot exculpate himself with the argument of the transfer of the funds);
  - f) to maintain separate accounting for the project implementation purposes in manner ensuring the identification of each financial operation within the project.
3. The LP bears responsibility for the activities of the PP(s) and the sub-contractors like his own activities.

### **Article 8 Information and Publicity**

1. The LP undertakes to fulfil the information and publicity measures set out in Regulation (EC) no. 1828/2006, and to respect the information and publicity requirements of the programme with the aim to promote the fact that financing is provided from the European Union funds in the framework of the Hungary – Slovakia Cross-border Co-operation Programme 2007-2013 and to ensure the adequate promotion of the project.
2. The LP shall ensure that all project official communications (e.g. any notice, publication, website or project event, including conferences or seminars) specify that the project has received funding from the European Union, within the framework of the Hungary – Slovakia Cross-border Co-operation Programme 2007-2013, by proper display of the EU logo, the HUSK programme logo and slogan and the name of the funds concerned.
3. Any notice or publication by the LP or the PPs, in whatever form and on or by whatever medium, including the Internet, must specify that it reflects the author's views and that the MA is not liable for any use that may be made of the information contained therein.
4. The MA/JTS shall be authorised to publish, in any kind of form and on or by any kind of medium, including the Internet, the following information:
  - a) the title of the project;
  - b) the name of the LP and the PPs;
  - c) the amount granted and the ERDF co-financing rate;
  - d) the purpose of the ERDF contribution (i.e. 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.
5. Detailed description of the information and publicity measures are included in the Visibility Guide for Projects.

**Article 9**  
**Amendments to the Subsidy Contract and other project changes**

1. The LP has to request the modification of the Subsidy Contract in case of substantial changes in the project, which are the followings:
  - a) changes in the partnership composition (excluding changes related to Associated Partners);
  - b) substantial changes in the content of the project (resulting in more than 20% deviation from the quantified outputs);
  - c) activities (either introducing new or replacing the old ones);
  - d) budget reallocation between budget lines exceeding 20% of either effected budget lines within the budget of the particular project partner;
  - e) prolongation of the project duration.

Modification of the Subsidy Contract cannot affect the basic purpose of the project approved by the Joint Monitoring Committee.

Budget reallocation between PPs is not allowed.

2. Budget reallocation exceeding the 20% reallocation limit, and prolongation of the project duration can be requested only once during a reporting period, but at least 45 calendar days before the project end date as set in Article 2.2. Further detailed rules describing each case of Subsidy Contract modification are set in the HUSK Project Implementation Handbook.
3. Any request for modification of the Subsidy Contract has to be justified and submitted by the LP to the JTS in a written form, as regulated in the HUSK Project Implementation Handbook. The JTS will revise the request of modification and submit it for approval to the MA or the Joint Monitoring Committee according to the type of the modification requested. The Addendum to the Subsidy Contract has to be signed by both parties according to the approval of the MA / Joint Monitoring Committee.
4. Other changes in the project than listed in point 1 will not require subsidy contract modification, but the LP has to notify the JTS in each case in maximum 15 calendar days from the time the change occurred and the JTS has to confirm that the project change is accepted, as in case of the change of the separate bank account, which has to be notified as given in Article 5.6. of this contract. In case of budget reallocation not exceeding the 20% limit, the limit is calculated from the valid contract at the time of submitting the notification about the change.

**Article 10**  
**Assignment, legal succession**

1. The MA is entitled at any time to assign its rights under this contract. In case of assignment the MA will inform the LP without delay.
2. The LP is allowed to assign its duties and rights under this contract only after prior written consent of the MA.

3. In case of legal succession, e.g. where the LP changes its legal form, the LP is obliged to transfer all duties under this contract to the legal successor. The LP shall notify the JTS about any change beforehand.

#### **Article 11**

##### **Audit rights**

1. The responsible auditing bodies of the EU, and, within their responsibility, the auditing bodies of the participating EU Member States as well as the Audit Authority, MA, JTS and Certifying Authority of the Programme are entitled to audit the proper use of funds by the LP or by the PPs or arrange for such an audit to be carried out by authorised persons.
2. The LP will produce all documents required for the audit, provide necessary information and give access to its business premises. The LP is obliged to retain for audit purposes all files, documents and data about the project for at least until 31 December 2022. The list of the documents to be retained is listed in Annex V.
3. The LP is obliged to guarantee fulfilment of the above stipulated duties in relation to all other PPs of the project.

#### **Article 12**

##### **Irregularities**

1. In case of irregularities identified the MA reserves the right to claim the repayment of ERDF contribution in full or in part from the Lead Partner and has the right to reduce the amount of the ERDF contribution awarded.
2. The LP is responsible for securing repayment of the ERDF contribution unduly paid to the project, even if the irregularity was committed by one of the partners.
3. If a project partner commits an irregularity, the LP – after having received the notice on repayment – is obliged to request the amount unduly paid from the Partner concerned and repay it to the MA within the deadline for the repayment set in Article 13.2. The Lead Partner shall exercise due diligence to ensure repayment.
4. If the LP does not succeed in securing the repayment from the partner(s), within 5 days from the end of the deadline given the LP has to notify the JTS and has to send a complete file containing all the documents needed for recovery as well as proof of steps taken by the LP towards the project partner(s).
5. When the amount unduly paid has not been recovered or a complete file, referred to in Point 4, has not been transferred to the JTS, due to negligence of the LP, the LP shall remain responsible for the repayment.

#### **Article 13**

##### **Right of withdrawal and repayment, suspension of reimbursement**

1. The MA is entitled to withdraw from this contract and to demand repayment of ERDF contribution in full or in part, if:
  - a) the LP has obtained the ERDF contribution through false statements or incomplete statements to bodies/appointees of the European Commission, the

MA or any other authorities involved in the implementation of the Programme;  
or

- b) a precondition for the approval of the project is lost, in particular the compulsory cross-border partner resigns from the project and is not replaced in line with the provisions of Article 8; or
- c) the Partnership Agreement concluded between the LP and the PPs is no longer in force or;
- d) the LP becomes insolvent or subject to bankruptcy proceedings;
- e) in case of identified irregularities; or
- f) the LP fails to fulfil a condition or an obligation resulting from this contract; in particular
  - the LP does not submit a Progress Report and Application for Reimbursement within 105 calendar days after the end of the first reporting period; or
  - the LP repeatedly fails to submit Progress Reports and Application for Reimbursements within the reporting deadlines; or
  - the LP repeatedly fails to submit follow-up reports, if applicable; or
  - the LP fails to sustain the results of the project as defined in Article 14; or
  - the project has not been or cannot be fully implemented by carrying out the planned activities, the planned outputs and results and by achieving at least 80% of the quantifiable outputs, or the project cannot or could not be realized in due time; or
  - the LP fails to provide immediate information about circumstances that delay, hinder or make impossible the realization of the project, as well as about any circumstances that mean a change of the reimbursement conditions and frameworks as laid down in this contract or entitle the MA to reduce or demand repayment of the ERDF contribution wholly or in part; or
  - the regulations of the EU and national law (including provisions concerning public procurement rules, state aid rules, publicity, rules on environmental protection, and rules on equal opportunities) have been infringed; or
  - the LP has impeded or prevented the auditing of the project as referred to in Article 11.; or
  - the ERDF contribution awarded has been partially or entirely misapplied for purposes other than those agreed upon; or
  - it has been impossible to verify that the final Progress Report is correct and thus the eligibility of the project by funding from the Programme.

2. If the MA sends a request for repayment on the amount of ERDF contribution paid unduly and the corresponding interest chargeable, the LP is obliged to secure repayments from the PPs concerned and repay the amount specified by the MA before the due date. The repayment by the LP is due within two months following

the receipt date of the request for repayment. The rate of such 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.

3. The MA has the right to recover the amounts specified in the request for repayment by deducting them from the Application for Reimbursement submitted by the LP.
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.
5. If the MA exercises its right of withdrawal, offsetting by the LP is excluded unless its claim is undisputed or recognised by declaratory judgement.
6. The LP is entitled to exercise the right of withdrawal if implementation of the project becomes impossible caused by circumstances independent from the LP. In this case, the LP shall repay the whole amount of ERDF contribution reimbursed with the interest chargeable within two months from the date of notifying the MA 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 MA on the withdrawal from the contract.
7. In case of delays in submitting the Progress Report and Application for Reimbursement or request for modification, or in case multiple completions of the Progress Report and/or Application for Reimbursement are required attributable to the LP and/or any of the PPs, the MA is entitled to apply a proportional reduction to costs related to project management up to 10%.
8. The MA may decide to suspend the reimbursement of the ERDF contribution if the provisions laid down in the Memorandum of Understanding are not respected by the Member States concerned. The LP shall be informed on the suspension.

#### **Article 14**

##### **Ownership/use of results, revenues generated**

1. In accordance with the Article 57(1) of Regulation (EC) No 1083/2006, the project retains the ERDF contribution only if that project does not, within five years from the end date the project, undergo a substantial modification:
  - a) affecting its nature or its implementation conditions or giving to a firm or a public body an undue advantage; and
  - b) resulting either from a change in the nature of ownership of an item of infrastructure or the cessation of a productive activity.

The LP is obliged to notify the JTS of any such changes described beforehand.

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 LP and PPs. Leasing, handing over/selling and transferring the rights of use of the outputs of the project is only possible with the prior written consent of the MA and only in case if all the rights and obligations following from this contract and connected to the subject of matter will be transferred to the new party.

3. The use of the results of the projects will be agreed by the LP and the JTS in order to guarantee a widespread publicity of such results and to make them available to the public.
4. The LP and the JTS 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.
5. Should the project be identified as revenue-generating in accordance with the definition provided in Article 55(1) of Regulation (EC) No 1083/2006, the MA is entitled to deduct from the Application for Reimbursement the estimated net revenue that may be generated by the project. In order to define the amount to be deducted, the MA shall take into account the criteria listed in Article 55(2) and (3) of the aforementioned Regulation.
6. Where, at the latest three years after the closure of the programme, it is established that a project has generated revenue that has not been taken into account, such revenue should – in line with Art 55 (4) of the aforementioned regulation – be refunded by the LP to the general budget of the European Union in proportion to the contribution from the funds.

#### **Article 15 Supplementary provisions**

Both parties agree that

- a) the project is laid down completely and comprehensively in this contract (including annexes);
- b) annexes to this contract (Annex I – VI) are binding and form an integral part of this document;
- c) all eventual previous oral or written agreements concerning the subject of this contract will be replaced by this contract;
- d) eventual costs, fees or taxes stemming from the establishment and / or the implementation of this contract have to be borne by the LP.

#### **Article 16 Concluding provisions**

1. If any provision in this contract should be wholly or partly ineffective, the remaining provisions remain binding for the parties. The parties to the contract undertake to replace it by an effective one which comes as close as possible to the purpose of the ineffective provision.
2. Amendments and supplements to this contract must be in written form.
3. All correspondence with the MA / JTS under this contract must be in English language and has to be sent to the following address:

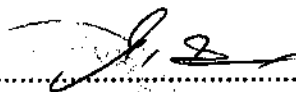
HUSK Joint Technical Secretariat  
Gellerthegy u. 30-32  
1016 Budapest, Hungary

4. This agreement is concluded in English. In case of translation of this agreement and its annexes into other language, the English version shall prevail.
5. This contract is governed by Hungarian law and in all matters not regulated in this contract are subject to the legal understanding laid down in the Hungarian Civil Act No. IV. of 1959. In case of differences that are not ruled by this agreement, the Parties agree to find an amicable and mutually acceptable solution. If the Parties fail to do so, all disputes arising in connection with this agreement shall be settled by the Central District Court of Buda or the Court of Justice of Székesfehérvár depending on value limit.
6. The Subsidy Contract is signed in three original copies, of which one remains at the LP and two original copies have to be returned to the JTS.
7. The contract enters into force on the date of signature by the last of both parties.
8. The contract shall remain in force until the LP has discharged in full its obligations arising from the subsidy contract towards the MA, i.e. as long as any duties linked to the ERDF subsidy might be claimed, i.e. at least 3 years after the closure of the programme, in any case however until December 31, 2022.

Place and date:

*Szente, 16/11/2012*

Községi Önkormányzat Szente  
represented by

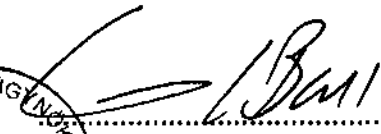



Kálmán Illés  
Mayor

Place and date:

*Budapest, 09/11/2012*

Managing Authority  
represented by

Balázs Simó  
Head of MA

## **ANNEXES to the Subsidy Contract**

- I. Description of project activities (abstract from Application Form – copy from the AF, namely sheet of "Projekt tevékenységek, azok ütemezése / Časový harmonogram aktivít projektu" and "Fenntartható fejlődés intézkedései / Opatrenia trvaloudržateľného rozvoja" and "Esélyegyenlőségi intézkedések feltételrendszere / Opatrenia rovnosti príležitostí" and "mutatók és tájékoztatás / indikátory a komunikácia" chapter including sheets "kimenet mutatók / indikátory vystupov", "eredmény mutatók / indikátory vyledkov" and "tájékoztatási követelmények / zvolené sposoby komunikácie")
- II. Partnership Agreement
- III. Sources of funding (maximum ERDF contribution, ERDF co-financing rate per Partners)
- IV. Project Budget (per Partners, per budget Lines)
- V. List of documents to be retained
- VI. Applicable project specific state aid rules (if the project is subject to any state aid categories)
- VII. Rules of use of the front office surface of IMIS 2007-2013



**Annex I**  
**Description of project activities – HUSK/1101/2.2.1/0357**

Projekt tevékenységek ütemezése / Časový harmonogram aktivít projektu								
Jelölje x-szel a megfelelő cellában, mely harmadévben valósítja meg az adott tevékenységet./ Označte krížikom, v ktorom období bude aktivita realizovaná.								
Projekt tevékenység/ Aktivita projektu	Elkészítendő tevékenység/činnosť	1. évfolyam 2014/2015	2. évfolyam 2015/2016	3. évfolyam 2016/2017	4. évfolyam 2017/2018	5. évfolyam 2018/2019	6. évfolyam 2019/2020	7. évfolyam 2020/2021
act01 - projektelőkészítés	LP - Szenté Önkormányzat, CBP - Vinica, PP - Boróka Egyesület	X						
act02 - projektmenedzsment	LP - Szenté Önkormányzat, CBP - Vinica, PP - Boróka Egyesület	X	X	X	X	X		
act03 - pénzügyi tevékenységek	LP - Szenté Önkormányzat, CBP - Vinica, PP - Boróka Egyesület	X	X	X	X	X		
act04 - Szenté bemutatóközpont építése	LP - Szenté Önkormányzat	X	X					
act05 - Szenté bemutatóközpont térrendezés	LP - Szenté Önkormányzat		X	X				
act06 - Szenté vizesblokk	LP - Szenté Önkormányzat	X						
act07 - Szenté 3 tanösvény	LP - Szenté Önkormányzat	X	X	X	X			
act08 - Szenté felújítás	LP - Szenté Önkormányzat	X	X					
act09 - műszaki ellenőr alkalmazása	LP - Szenté Önkormányzat, CBP - Vinica, PP - Boróka Egyesület	X	X	X	X			
act10 - Ipolynyék tanösvény	CBP - Vinica	X	X					

act11 - Diósjenő tanósvény	PP - Boróka Egyesület	X	X					
act12 - Kommunikációs tanácsadás	LP - Szenté Önkormányzat, CBP - Vinica, PP - Boróka Egyesület	X	X	X	X	X		
act13 - Túrávezető bére	CBP - Vinica			X	X	X		
act14 - Diósjenő bemutatóközpont	PP - Boróka Egyesület	X	X	X				
act15 - Felmérések, kimutatások, adatbázisok, kutatások, tanulmányok készítése / Príprava štúdií, štatistik, databáz a prieskumov	LP - Szenté Önkormányzat, CBP - Vinica, PP - Boróka Egyesület	X	X	X	X	X		
act16 - Kommunikációs költségek/ Náklady na publicitu	LP - Szenté Önkormányzat, CBP - Vinica, PP - Boróka Egyesület	X	X	X	X	X		
act17 - Eszközvásárlás	LP - Szenté Önkormányzat, CBP - Vinica, PP - Boróka Egyesület	X	X	X	X	X		
act18 - Adminisztratív költségek/adminisztratívne náklady	LP - Szenté Önkormányzat, CBP - Vinica, PP - Boróka Egyesület	X	X	X	X	X		
act19 - Fordítás és tolmácsolás / Preklady a tlmočenie	LP - Szenté Önkormányzat, CBP - Vinica, PP - Boróka Egyesület	X	X	X	X	X		

#### Kimenet mutatók / Indikátory výstupov

Mutatók / Ukazovatele	Előző / Mennyiség / Jednotka	Alapérték / Východisková hodnota	Céltér / Plánovaná hodnota
01. Jointly developed products	pc	0.00	4.00
02. Joint events (conference, workshop, seminar, study tour, exchange programme, etc...)	pc	0.00	5.00

03. Number of newly established energy production equipments, facilities	pc	0.00	0.00
04. Built, reconstructed roads	km	0.00	0.00
05. Number of settlements with developed broadband access to the internet	pc	0.00	0.00
06. Used communication tools (medias, internet, events,...)	pc	0.00	4.00
07. Surface of new, developed institutions (business, RTD, tourism,...)	m2	0.00	274.00
08. Number of new, developed institutions (business, RTD, tourism,...)	pc	0.00	2.00
09. Number of new, developed services (business, RTD, tourism,...)	pc	0.00	2.00
10. Number of new, developed management structures	pc	0.00	0.00
11. Number of created cross-border clusters and networks	pc	0.00	0.00
12. Number of joint developed documents	pc	0.00	0.00
13. Number of new, developed propagation materials according to type	pc	0.00	0.00
14. Number of new, developed, approved curricula	pc	0.00	1.00
15. Number of new, developed joint monitoring system	pc	0.00	0.00
16. Surface of renewed or developed protected areas	m2	0.00	0.00
17. Quantity of processed waste	t	0.00	0.00
18. Length of bicycle paths	km	0.00	0.00
19. Number of improved, established public transport equipments	pc	0.00	0.00

20. Number of new services in public transport	pc	0.00	1.00
21. Number of new, reconstructed bridges	pc	0.00	0.00
22. Number of newly established web access points	pc	0.00	0.00
23. Number of new webpages	pc	0.00	1.00
24. Number of cross-border thematic articles, media appearances	pc	0.00	0.00
ex situ és in situ génbank létrehozása	db	0.00	1.00

#### Eredmény mutatók / Indikátorok

Mutató / Indikátor	Egység / Mértékegység	Átérték / Választott érték	Célték / Plánolt érték
01. Number of businesses involved in cross-border co-operation projects	pc	0.00	1.00
02. Number of businesses using the services of the new or developed RTD facilities	pc	0.00	0.00
03. Increase in the number of visitors at the developed tourist attractions (%)	%	0.00	25.00
04. Number of participating institutions in joint activities	pc	0.00	3.00
05. Number of institutions participating on joint events, structures	pc	0.00	4.00
06. Number of people participating in joint education and training activities or using jointly developed facilities	person	0.00	0.00
07. Number of women participating in joint education and training activities or using jointly developed facilities	person	0.00	0.00
08. Number of men participating in joint education and training activities or using jointly developed facilities	person	0.00	0.00



25. Number of affected institutions, municipalities by development documents	pc	0.00	12.00
26. Number of affected institutions, municipalities by developments	pc	0.00	0.00
27. Number of new services, products, procedures	pc	0.00	3.00
28. Quantity of produced renewable-energy	KW	0.00	0.00
29. Traveling time saving by investment	hour	0.00	0.00
30. Number of people using new infrastructure	prs/year	0.00	0.00

# **Communication tools used in project: "Nature knows no boundaries"**

**Project code: HUSK/1101/2.2.1/0357**

Communication tool	Date of performance	Source, media	Pieces	Printed version attached with number (yes/no)	Description
Notice board	12.2012.		3	no	REQUIRED ELEMENT: advertising our winning project for all the 3 sites
Follow-up board	03.2014.		3	no	REQUIRED ELEMENT: advertising the closed project for all the 3 sites
Press release	entire project period	print media	8	yes	Connected with public events (LP-6 pieces, CBP-2 pieces) – publicity
Public Appearance Guidelines	12.2012.		1	yes	Brand new design for the project: logo, slogan, unifying all communication tools, visualization of the project elements (boards, trails, etc.)
Printed publications, issues	entire project period	print media	5000	yes	Marketing items, for raising environmental awareness with all the messages of our project.
Promotional products	03.2014.		1000	no	Souvenirs as marketing tools, for advertising the values of our project, and spread this kind of nature conservation awareness.
Events	entire project period		5	no	Opening and closing ceremony, and 3 ribbon cutting ceremony
Website	entire project period	web	1	no	Special common website for the project in 3 languages (Slovakian, Hungarian, English)
Photo database	03.2014.	web	1	no	Pictures of nature of the preserved areas. Connected with the publications and website.
Opening ceremony	12.2012.		1	no	REQUIRED ELEMENT As a first step to inform the people about our main aims in our project.
Closing ceremony	03.2014.		1	no	REQUIRED ELEMENT A ceremony for closing our project.

**Date, Stamp and signature**

# ANNEX 3.: Fenntartható fejlődés intézkedései / Opatrenia trvaloudržateľného rozvoja

Legalább 3 intézkedés alkalmazása szükséges a projekt végrehajtása során az 1.-27. felsoroltak közül. / Počas realizácie projektu je povinné uplatniť aspoň 3 opatrenia uvedené v riadkoch 1 - 27

	Intézkedés	Opatrenie	Szervezet / Organizácia	Igen / Áno	Amennyiben igen, kérjük részletezze!	Ak áno, prosím odôvodnite!
1.	A közbeszerzési feltételekben megjelennek a leginkább öko-, energia-hatékony és környezetbarát technológiák.	Prí formulovaní podmienok verejného obstarávania budú zahrnuté požiadavky na technológie, ktoré sú čo najekologickejšie a energeticky efektívne.		<input type="checkbox"/>		
2.	Költséghatékonyaság. A beavatkozások teljes - gazdasági, társadalmi és környezeti – hasznát és költségét figyelembe veszi.	Efektívita nákladov. Sú zohľadňované celkové – hospodárske, spoločenské a ekologické – výnosy a náklady zásahov.		<input type="checkbox"/>		
3.	Hatásvizsgálatok. Minden tervezett, jelentősebb hatású beavatkozás előtt elemzi a felforróztó alternatívák gazdasági, társadalmi és környezeti – azaz fenntarthatósági hatásait.	Skúmanie vplyvov. Pred každým plánovaným opatrením s výraznejším vplyvom sa analyzujú hospodárske, spoločenské a ekologické aspekty možných alternatív a ich vplyv na udržateľnosť.		<input type="checkbox"/>		
4.	Az erőforrásokkal való takarékoság elve figyelembe van véve. A már meglévő, létező létesítmények további kiegészítése, felújítása, valamint későbbi használata és megfelelő állapotban való fenntartása biztosítva van (legalább 5 évig).	Je zohľadnený princíp úspory vynakladaných prostriedkov t.j. uprednostňuje sa rozširovanie, rekonštrukcia ako aj ďalšie využívanie a udržiavanie stavu existujúcich objektov (plní účel min. 5 rokov po dokončení).		<input type="checkbox"/>		
5.	Környezettudatos termékhasználat és újrahasznosítás fogalmainak erősítése - kapcsolódó tevékenységek és tudatformálás révén.	Zvyšovanie ekologického povedomia o výrobkoch a ich recyklácii - prostredníctvom aktivít a ovplyvňovania návykov správania.	Szente Önkormányzat, Diósjenő- Boróka Egyesület	X	A bemutatóközpont preferálja a környezetbarát és öko-, energia-hatékony műszaki megoldások használatát.	Nové centrum preferuje životného prostredia a ekologických , energeticky úsporných technických riešení.
6.	Kisebb energiafogyasztású eszközök alkalmazása.	Používanie zariadení s nižšou energetickou náročnosťou.		<input type="checkbox"/>		
7.	Eghajlatváltozással kapcsolatos képesség: tudás, motiváció és képesség fejlesztése lakossági vagy üzleti vagy intézményi döntéshozói körökben.	Zlepšenie informovanosti o klimatických zmenách: zvyšovanie povedomia, motivácie a schopnosti v obchodnej a inštitucionálnej sfére a u obyvateľov.		<input type="checkbox"/>		
8.	Hulladékok keletkezésének megelőzése - technológiák, szolgáltatások alkalmazásával, amelyek kevesebb és elsősorban újrahasznosított anyagot hatékonyabban használnak fel.	Prevenencia vzniku odpadov – aplikáciou takých technológií a služieb, ktoré spotrebúvajú menej materiálov a predovšetkým recyklované materiály.		<input type="checkbox"/>		
9.	Környezettudatosság növelése, a megértési folyamat elősegítése - a fenntartható életmódra való ösztönzés révén.	Zvyšovanie ekologického povedomia, pomoc pri pochopení procesu prostredníctvom iniciovania prechodu na udržateľnú životosprávu.	Szente Önkormányzat, Diósjenő- Boróka Egyesület, Ipolytények Önkormányzat	X	A kiállítóterben és a tanösvények megállóhelyein levő Interaktív élményelemek, illetve az Igen gazdag tartalom, magában hordozza a globálitól a helyi felé vezető környezettudatos ismeretek látványos átadását.	Výstavný priestor pre náučné chodníky a predstavovať miesta v Interaktívnom dobrodružstve prvky a bohatý obsah, nesie globálnego miestnej ekologickej poznatky vedúce k obrovské mu prevodu.
10.	Részvétel - a természetvédelmi, környezetvédelmi, fenntarthatósági tevékenységek tervezése és kivitelezése során aktív bevonásra kerülnek a társadalmi résztvevők.	Participácia - počas plánovania a realizácie činností zameraných na trvaloudržateľný rozvoj a ochranu životného prostredia sa aktívne zapájajú aktéri spoločnosti.		<input type="checkbox"/>		



11.	Természeti értékek aktív védelme.	Aktívna ochrana prírodných hodnôt.	Szente Önkormányzat, Diósjenő- Boróka Egyesület, Ipolynyék Önkormányzat	<input checked="" type="checkbox"/>	A kiállítóterben és a tanórák helyein levő interaktív élményelemek, illetve az igen gazdag tartalom, magában hordozza a globálitól a helyi felé vezető természeti értékek aktív védelmét.	Výstavný priestor pre náučné chodníky a predstavovať miesta v interaktívnom dobrodružstve prvky a bohatý obsah. nesie globálnu miestnu ekologickú poznatky vedúce k obrovskému prevodu.
12.	Kibocsátott szennyező anyagok mértékének vagy mennyiségének aktív csökkentése.	Aktívne znižovanie pomeru alebo množstva nebezpečných odpadov.		<input type="checkbox"/>		
13.	Együttműködési fórumok kialakítása és működtetése a fenntartható fejlődés érdekében.	Vytváranie a podpora fungovania inštitucionálnych sietí za účelom zabezpečenia trvaloudržateľného rozvoja.		<input type="checkbox"/>		
14.	Kutatás és a technológia fejlesztése olyan kulcsfontosságú területeken, mint környezetvédelem, a jövő energiaforrásai, vagy az anyag- és energiatakarékos termelési eljárások.	Rozvoj výskumu a technológií v kľúčových oblastiach, ako ochrana životného prostredia, energetické zdroje budúcnosti, alebo výrobné procesy s nízkou materiálovou a energetickou náročnosťou.		<input type="checkbox"/>		
15.	Egészség tudatosság növelése és a társadalom egészséges életvitelre való ösztönzése.	Zvyšovanie zdravotného povedomia a iniciovanie záujmu spoločnosti o zdravú životosprávu.	Szente Önkormányzat, Diósjenő- Boróka Egyesület, Ipolynyék Önkormányzat	<input checked="" type="checkbox"/>	„Élet a természettel”, falusi gazdálkodás bemutatása, egészséges életmód mintázása (élő példa kiemelten a városi környezetben élőknek).	„Žit s prírodou”, prezentácie management, vidiecke, zdravý životný štýl vzor (predovšetkým živým príkladom ľudí, ktorí žijú v mestských oblastiach).
16.	Hatékony részvétel bebiztosítása képzési programok révén, elsősorban a civilek, valamint az államigazgatásban és a regionális, helyi önkormányzati igazgatásban dolgozók részére.	Zabezpečenie efektívnej účasti pomocou vzdelávacích programov pre mimovládne organizácie, ako aj pracovníkov štátnej správy a miestnych samospráv.		<input type="checkbox"/>		
17.	Az oktatás tartalmában és formáiban hangsúlyosabban jelennek meg a fenntarthatósági témák és értékek (ismeretek terjesztése és fejlesztése).	V obsahu a forme vzdelávania sa dôraznejšie objavujú témy a hodnoty udržateľných princípov (rozširovanie a rozvíjanie poznatkov).		<input type="checkbox"/>		
18.	Fenntarthatósági tervvel vagy tanúsított környezetirányítási rendszerrel vagy települési környezetvédelmi és ennek részeként klímavédelmi programmal rendelkezik vagy vállalja elkészítését.	Existuje plán trvalej udržateľnosti alebo systém riadenia ochrany ŽP alebo rozvojový program na ochranu ŽP alebo program na ochranu proti klimatickým zmenám alebo sa pripravuje.	Szente Önkormányzat	<input checked="" type="checkbox"/>	Szente Önkormányzat: fenntarthatósági terv/ KIR elkészítése.	Plán udržateľnosti
19.	Rendelkezik önkormányzati környezetvédelmi alappal vagy vállalja annak létrehozását vagy önkéntesen támogat környezetvédelmi társadalmi szervezeteket, vagy környezetvédelmi önkéntesekkel dolgozik.	Na úrovni samosprávy je založený Fond ochrany životného prostredia, alebo sa jeho založenie pripravuje, alebo dobrovoľne podporuje ochrannárske organizácie tretieho sektora alebo spolupracuje s dobrovoľníkmi z oblasti ochrany ŽP.		<input type="checkbox"/>		
20.	Környezetvédelmi/fenntarthatósági megbízott vagy környezeti nevelési, fenntarthatóság-oktatási felelős, munkacsoport kijelölése.	Je zabezpečená osoba zodpovedná za ochranu životného prostredia/ problematiku trvalej udržateľnosti, alebo vymenovaná pracovná skupina pre ekologické školenia, alebo šírenie princípov trvalej udržateľnosti.		<input type="checkbox"/>		
21.	A szervezet rendszeres környezeti teljesítmény értékelésének bevezetése.	Je zavedené pravidelné hodnotenie ekologického správania sa organizácie.		<input type="checkbox"/>		
22.	A fenntarthatósággal kapcsolatos tudásmegosztás biztosítása.	Je zabezpečené šírenie vedomostí o trvalej udržateľnosti.		<input type="checkbox"/>		

23.	Nyilvánosság számára a szervezet aktuális környezeti információihoz való hozzáférés biztosítása.	Existuje možnosť prístupu verejnosti k aktuálnym ekologickým informáciám danej organizácie.		<input type="checkbox"/>		
24.	Jobb összesített energetikai jellemzőkkel rendelkező épületek száma.	Počet budov s lepším celkovými energetickými vlastnosťami.		<input type="checkbox"/>		
25.	Megújuló erőforrások arányának növelése a teljes energiafelhasználáson belül.	Zvyšovanie pomeru obnoviteľných zdrojov energie v pomere k celkovým nárokom na energiu.		<input type="checkbox"/>		
26.	Ujrahasznosított papír használat, a teljes írópapír használat legalább 15%-ban, az irodai és nyomdai munkák során.	Použitie recyklovaného papiera na pracovisku a pri tlači propagačných materiálov minimálne 15% z celkovej spotreby papiera.		<input type="checkbox"/>		
27.	Önkéntes gondnokság: a kulturált, tiszta környezet fenntartásának segítése, legalább 1 000 nm-en.	Dobrovoľná starostlivosť: napomáhanie udržiavania kultúrneho a čistého prostredia, minimálne na 1000 m2.		<input type="checkbox"/>		
28.	Más:	Iné:		<input type="checkbox"/>		
				<input type="checkbox"/>		
				<input type="checkbox"/>		

Legalább 2 intézkedés alkalmazása szükséges projekt végrehajtása során az 1.-17. felsoroltak közül. / Počas realizácie projektu je povinné uplatniť aspoň 2 opatrenia uvedené v riadkoch 1 – 27

Esélyegyenlőségi intézkedések		Opatrenie rovnosti príležitostí	Igen / Áno	Amennyiben Igen, kérjük részletezze!	Ak áno, prosím odôvodnite!
1.	A szervezet döntéshozói, munkavállalói vagy közönsége számára évente esélyegyenlőségi képzést tart	Organizácie ročne usporadúvajú pre svojich vedúcich pracovníkov, zamestnancov, alebo pre svojich zákazníkov školenia na tému rovnosti príležitostí	<input type="checkbox"/>		
2.	Az esélyegyenlőségi célcsoportot vagy annak képviselőit bevonja a projekt tervezésébe	Cieľová skupina rovnosti príležitostí, alebo ich zástupcovia boli zapojení do plánovania projektu	<input type="checkbox"/>		
3.	Felmérést készített arról, hogy a tervezett fejlesztés milyen hatással lesz a célcsoport élethelyzetére	Boť vykonaný prieskum o vplyve plánovaného projektu na životnú situáciu cieľovej skupiny	<input type="checkbox"/>		
4.	A beruházással érintett épületek akadálymentesek vagy azok fizikai akadálymentesítését tartalmazza a projekt	Budovy dotknuté investíciou sú bezbariérové, alebo projekt zahŕňa ich prestavbu na bezbariérové	X	A bemutatóközpontok kivételzésénél elsődleges szempont az akadálymentesítés. (mosdó)	Zobrazíť centier, výstavba hlavný záujem na prístupnosť. (Slnk)
5.	Infokommunikációs akadálymentesítés	Odbúšťavanie infokomunikačných bariér	X	Vakok és gyengénlátók számára audio guide-os vezetés a tanösvények mentén.	Audio sprievodca pre nevidiacich a zrakovo-palcovú jednotky pozdĺž náučné chodníky.
6.	Nők száma a felső-, és középszinteken	Počet žien v riadiacich funkciách	X	A projektben nő a projektmenedzser, az alprojektvezető és a pénzügyi vezető.	Projektový manažér projektu, a finančný riaditeľ.
7.	Fogyatékosággal élő alkalmazottak száma - fő (fő- illetve részmunkaidős is)	Počet zamestnancov so zmenenou pracovnou schopnosťou (vzťahuje sa na osoby v hlavnom aj vo vedľajšom pracovnom pomere)	<input type="checkbox"/>		
8.	Roma foglalkoztatottak száma	Počet rómskych zamestnancov	<input type="checkbox"/>		
9.	Nők száma a foglalkoztatottak közt	Počet zamestnancov ženského pohlavia	X	A projektben nő a projektmenedzser, az alprojektvezető és a pénzügyi vezető.	Projektový manažér projektu, a finančný riaditeľ.
10.	Rugalmas munkaidőszervezés vagy csúsztatható munkakezdés lehetősége	Pohyblivá pracovná doba, alebo možnosť posunúť začiatok pracovnej doby	<input type="checkbox"/>		
11.	GYES-en, GYED-en levő munkatársakkal való szervezett, dokumentált kapcsolattartás	Organizované a zdokumentované udržiavanie kontaktu s pracovníkmi na materskej dovolenke	<input type="checkbox"/>		
12.	A megvalósításban közhasznú foglalkoztatást programként is tervezett van	V organizácii sa realizujú/ sú plánované verejnoprospešné práce	<input type="checkbox"/>		
13.	A projekt végrehajtása során megszülető termék és/vagy szolgáltatás igazolhatóan kedvezően hat az esélyegyenlőségi célcsoportok helyzetére, életminőségére	Produkt a/ alebo služba, ktoré vzniknú v rámci realizácie projektu budú vplyvať na zlepšenie situácie a kvalitu života	<input type="checkbox"/>		
14.	Kiemelt figyelmet fordít a tervezett beruházás (pl. átkelőhelyek létesítése, forgalomtechnikai berendezések telepítése) során a nők, idősek, fogyatékosok és gyermekek biztonságára	Počas realizácie plánovanej investície sa venuje zvýšená pozornosť (napr. zriadenie hraničných prechodov, inštalácia dopravnotechnologických zariadení) na bezpečnosť žien, starších občanov, občanov so zmenenou schopnosťou a detí	<input type="checkbox"/>		
15.	A belterületi közútfejlesztés az akadálymentesítés közlekedési feltételeinek megfelelő	Rozvoj cestných sietí v intraviláne vyhovuje podmienkam bezbariérového rozvoja dopravy	<input type="checkbox"/>		
16.	Vállalkozásfejlesztés vagy szervezetfejlesztés esetén speciális figyelmet fordít a nők/romák/fogyatékkal élők vezette szervezetekre, vagy kifejezetten az ő igényeikre specializált vállalkozásokra, szervezetekre	V prípade rozvoja podnikania, alebo organizácie sa tiež venuje pozornosť organizáciám vedeným ženami/ Rómami/ občanmi so zmenenou pracovnou schopnosťou, alebo inštitúciám zameraným na potreby týchto skupín	<input type="checkbox"/>		
17.	A projekt olyan szolgáltatást és/vagy szolgáltatáson belüli speciális elemet tartalmaz, ami egy meghatározott hátrányos helyzetű társadalmi csoport igényére tekintettel került kialakításra	Projekt obsahuje také služby a/ alebo špeciálny prvok v rámci služby, ktorý zohľadňuje potreby niektorej znevýhodnenej skupiny	<input type="checkbox"/>		
18.	Más: a Projekt Partner olyan közhasznú szervezet, amelynek kiemelt célja a hátrányos helyzetű gyerekek életminőségének javítása	Iné:	X	Boróka Gyermekjóléti Egyesület közhasznú tevékenysége: gyermekvédelem	ochrany detí, neziskové aktivity

## **Annex II Partnership agreement**

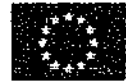
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Hungary-Slovakia  
Cross-border Co-operation  
Programme 2007-2013

Joint Technical Secretariat



**Building Partnership**

## **Model Partnership Agreement**

**Project title: Exploration of natural values of the Börzsöny,  
Cserhát and Ipoly riverside region, with strengthening the  
environmental awareness in Szente, Ipolynyék and  
Diósjenő areas**

**Acronym: Nature knows no boundaries**

**Registration number: HUSK/1101/2.2.1/0357**

HITECH

**Cross-border Cooperation  
Programme Hungary-Slovakia 2007-2013**

**Partnership Agreement**

In regards to the ERDF Subsidy Contract, which is to be concluded between the National Development Agency acting as the Managing Authority Cross-Border Cooperation Operational Programme Hungary-Slovakia 2007 - 2013 and Municipality of Szente Township acting as the Lead Partner and

having regard to

- COUNCIL REGULATION (EC) No 1083/2006 of 11 July 2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and repealing Regulation (EC) No 1260/1999;
- REGULATION (EC) No 1080/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 5 July 2006 on the European Regional Development Fund and repealing Regulation (EC) No 1783/1999;
- COMMISSION REGULATION (EC) No 1828/2006 of 8 December 2006 setting out rules for the implementation of Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and of Regulation (EC) No 1080/2006 of the European Parliament and of the Council on the European Regional Development Fund;
- Hungary-Slovakia Cross-Border Cooperation Programme 2007-2013 approved by the European Commission on 21 December, 2008, Decision No.
- The HUSK 0901 Call for Proposals within the Cross-border Cooperation Programme Hungary-Slovakia 2007-2013, launched on 29<sup>th</sup> June 2009;
- The proposed project **"Nature knows no boundaries"** as drafted in the application form submitted to the Programme;
- The Project Implementation Handbook laying down specific rules for the implementation of projects financed under the Programme.

the following has been agreed between

Municipality of Szente Township, having its head office at 2655 Szente, in (address) Kossuth street 100., VAT no or Fiscal code number **15451608-1-12**, represented by Kálmán Illés mayor, as Lead Partner (LP) of the Project called **"Nature knows no boundaries"**;

and

Municipality of Ipolynyék having its head office at Ipolynyék in (address) Obec Vinica Cesta slobody č. 466/44. 991 28 Vinica VAT no or Fiscal code number DIC **2021173264** , represented by Bela Hrubik, mayor, as Project Partner n.2;

Boróka Child Welfare Association having its head office at 3893 Fony in Via Petőfi 64. (site in 2643 Diósjenő, Vörösmarty 12.), VAT no or Fiscal code number **18567324-1-05**, represented by István Schaf , as Project Partner n. 3;

for the implementation of the project Exploration of natural values of the Börzsöny, Cserhát and Ipoly riverside region, with strengthening the environmental awareness in Szente, Ipolynyék and Diósjenő areas, with acronym **"Nature knows no boundaries"**, approved by the Joint Monitoring Committee of the Operational Programme Hungary-Slovakia 2007 - 2013 on 10<sup>th</sup> May 2010

The Parties convene and sign the followings,

### Article 1 (Project Objectives)

1. The project Nature knows no boundaries shall contribute to the objectives set out in the Operational Programme. The project objectives are, in summary, to ~~<list the main objectives or make reference to the project documents>~~:
  - Strengthening the economic and social integration at the border areas
  - Strengthening the social and cultural coherence at the border areas
  - Improvement of the communication between the cross-border townships
  - Unfold and protect natural values of the area (conservationist centers, trails)

### Article 2 (Subject of the Partnership Agreement)

1. The parties, through the present Partnership Agreement, define the rules of procedure for the work to be carried out and the relations that shall govern them in the partnership set up in order to implement the above-mentioned project. This Agreement shall also define their mutual responsibilities concerning the administrative and financial management of the Project.
2. The responsibilities are based on and refer to the Subsidy Contract, with its all provisions, forming an integral part of this Partnership Agreement. The Project Partners have to fully respect the content and obligations set by the abovementioned documents.

### Article 3 (Duration of the Partnership Agreement)

1. This Agreement is valid from the date of signature by all parties and enters into force from the day of the entry into force of the Subsidy Contract between the Managing Authority and the Lead Partner. It shall remain in force until the Lead Partner has discharged in full his obligations towards the Managing Authority, including the period of availability of documents for financial controls.
2. As indicated in the Subsidy Contract, the LP and its project partners must undertake to retain all documents and receipts pertaining to the project and the financing thereof in a safe and orderly fashion for the five years following the closure of the Programme (at least by 31<sup>st</sup> December 2020). Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected. As a general rule, it is also possible to use suitable image and data media, if the reproduction thereof is complete, orderly, identical in terms of content, in complete conformity with the original and capable of auditing, and access thereto is assured at any time until the expiry of the retention period.
3. This Agreement shall also remain in force if there is any non-resolved dispute among the partners at an out-of-court arbitration body.
4. The breach of the obligations of this Partnership Agreement by one of the partners may lead to an early termination of his participation in the project. This termination has to be decided by consensus by all the other partners in a documented manner, provided that the eligibility rules of the call for proposals are kept with the remaining partners and the consequently initiated amendment of the Subsidy Contract is successful at the Managing Authority. However, the partner will be obliged by this Agreement for its whole duration with regard to the activities carried out and expenditure incurred until that moment.

#### **Article 4** **(Obligations of the Lead Partner)**

**1. As a general obligation the Lead Partner shall:**

- be responsible for the overall coordination, management and implementation of the project. The Lead Partner is the lead beneficiary of the ERDF grant and shall manage the funds in accordance with the details of this Partnership Agreement and the Subsidy Contract. The Lead Partner assumes responsibilities for the entire project vis-à-vis the JTS and Managing Authority as defined in the Subsidy Contract. The Lead Partner will sign the subsidy contract and its possible modifications on behalf of the partnership;
- inform all Project Partners on the signature of the Subsidy Contract, and provides a copy of it for all Project Partners;
- appoint a project manager who has the operational responsibility for the coordination and documentation of the overall project;
- guarantee the timely performance of the entire Project for its whole duration according to the work plan;
- represent Project Partners towards the Programme Management Bodies;
- inform Project Partners on the progress of the overall Project, in particular with reference to its objectives and results as set in the ERDF Subsidy Contract or any later addenda;
- inform Project Partners about any variation of the conditions at the basis of the present agreement or about any modification that could influence the performance of the Project, the information activity or the payment of financing;
- support Project Partners in implementing their obligations by giving them the correct information, indications and clarifications on the procedures, the forms and other relevant documents, ensures that the project partners receive every relevant information;
- ensures that project partners are involved in the decision making regarding to the project, and especially, agrees with all project partners beforehand on any request to the Joint Technical Secretariat /Managing Authority for amendment of the Subsidy Contract;
- react promptly to any request made by the Managing Authority and Joint Technical Secretariat;
- inform the partners on all important communication with the Managing Authority and/or JTS in due time;
- notify the partners and the Joint Technical Secretariat immediately of any event that could lead to a temporary or final discontinuation of the project or any other deviation of the implementation of the project;
- implement his individual component of the project accordingly;
- be liable towards the Managing Authority for the total amount of the subsidy. In case a partner fails to comply with its contractual obligations arising from this partnership agreement and/or the subsidy contract, the LP will launch the claim for reimbursement of unduly paid funds towards the partner. When amounts unduly paid to a partner cannot be recovered, the LP shall be responsible for reimbursing the amounts lost
- comply with EU and national legislation;
- inform the Joint Technical Secretariat/Managing Authority regarding any change or amendment of the present agreement.

**2. As a financial obligation the Lead Partner shall:**

- guarantee the sound financial management of the funds allocated for the implementation of the Project, including the separate set-up of the project accounting and the supporting documents storage system;
- guarantee the correct and timely transfer of funds without any delay (within 5 working days after receipt unless justified) to the Project Partner of his share of ERDF financing, when received onto his accounts;
- verify that expenditure incurred by Project Partners have been checked by national controllers prior they are forwarded to the Joint Technical Secretariat;
- carry out project level accounting;
- guarantee that the allocations of the expenditure incurred by Project Partners are in line with those foreseen in the Project budget;



- submit the Application for Reimbursement together with the Progress Report to the Joint Technical Secretariat for the deadline given in the Subsidy Contract;
- with previous agreement of the Project Partners, request the Managing Authority eventual authorization for any variation of the budget in time;
- ensure that no double funding or double reporting of shared costs takes place;
- review the appropriate spending of the EU funds by the partners, the condition of the partners' project according and the preparation of the required documents and records for the project closure;
- keeps track of project activities, the ERDF amounts received and their transfer to PP.

3. As a reporting and monitoring obligation, the Lead Partner, shall:

- prepare and submit to the JTS the periodic project progress reports, final report, application for reimbursement and any other documentation upon request;
- guarantee to the EU, national and regional bodies in charge the access to the place where the Project has been implemented and to the headquarters of all Project Partners in order to implement the foreseen on-the-spot checks with the right of inspection;
- guarantees the access to the databases and documents to all the representatives of the institutions in charge of the controls foreseen by the Operational Programme as well as to the bodies authorized to monitor the Project. All the documents will have to be kept during the Partnership Agreement duration in their original format or in a certified copy, faithful to the original in a commonly-used format. The Lead Partner must also guarantee the respect of the mentioned rules on the part of his Project Partners.
- to report in accordance with the existing legislation and national/regional guidelines if the project activities contain elements of State aid;
- the LP will keep a copy of all project documents prepared by the project partners or other bodies;
- guarantee the systematic collection and the safe storage of all the documentation regarding Project expenditure and activities.

## Article 5 (Obligations of the Project Partners)

1. Project partners are responsible for carrying out specific project activities to deliver outputs in the manner and scope as indicated in the Subsidy Contract.
2. According to the present Agreement the project partners are obliged to support the Lead Partner to fulfil its tasks according to the Subsidy Contract, in particular with the following:
  - appoint a contact person for the implementation of the parts of the Project under their responsibility and authorise the contact person to represent the project partner;
  - assure the implementation of the part of the Project they are responsible for in accordance with the ERDF Subsidy Contract and the project work plan or otherwise agreed;
  - guarantee a sound financial management of funds, including the separate project accounting and the documents storage system;
  - contribute to overall project aims according to their part undertaken with due care and motivation, completing their activities foreseen for each reporting period;
  - guarantee that reported costs have incurred for the performance of the operation and correspond to the activities agreed upon among Project Partners, so as to assure the correspondence between the activities and the financed operation;
  - cooperate with the Lead Partner for the effective implementation of the project, actively take part in decision making during the project;
  - ensure the validation of reported costs by the designated national controllers, prior their forwarding to the Lead Partner according to the deadlines strictly linked to the requests for payment, reports and final report to be presented by the Lead Partner to the JTS;
  - present to the Lead Partner, using the forms provided the technical-financial progress reports certified by his national controllers, according to the deadlines set in Article 10.3 of this agreement for the submission of the

requests for payment and the final executive report, including a copy (in paper or electronic version) of all supporting documents for expenditure and activities;

- guarantee the timely performance of the Project according to the timeframes and deadlines of the subsidy contract and in particular that expected outputs are actually delivered;
- to notify the Lead Partner immediately of any event that could lead to a temporary or final discontinuation of the project or any other deviation of the implementation of the project, including any variations to his part of Project budget or his Project work plan;
- respect the national and Community legislation, with particular regard to the State aid rules, public procurement, and horizontal EU policies, i.e. environmental protection and improvement, sustainable development and the promotion of equal opportunities between men and women;
- guarantee the systematic and safe collection of all the documentation regarding his part of Project expenditure and its transmission to the Lead Partner, as well as to guarantee the access to documents to all the representatives of the institutions in charge of controls and to the bodies authorized to monitor the Project. All the documents will have to be kept in their original format or in a certified copy, faithful to the original and in a commonly-used format; in a safe and orderly manner for a period of five years following the closure of the Programme (at least by 31<sup>st</sup> December 2020); other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected;
- guarantee to the EU, national and regional responsible audit bodies the access to the places where the Project has been carried out and to his legal head office in order to allow the inspections necessary within the Project activity of control, make copies of original documents;
- guarantee to the independent evaluators in charge the access to every document or information regarding the part of Project he is in charge of deemed to be necessary for their activity;
- repay the Lead Partner the amounts unduly paid (ERDF);
- inform Lead Partner of all changes about its details including bank details;
- to respond immediately to any request of the JTS/ Managing Authority transmitted by the Lead Partner;
- to report in accordance with the existing legislation and national/regional guidelines if the project activities contain elements of State aid;
- to report payment of national co-financing to the Lead Partner;
- shall not subcontract 100% of the activities from their part of the project;
- to submit copies of the state co-financing contracts (maximum 10 calendar days from the signature) to the Lead Partner;

<The partners may stipulate any other arrangement that they consider necessary in their relation>.

3. Project Partners agree to take all necessary steps enabling the Lead Partner to comply with its responsibilities as set out in the ERDF Subsidy Contract.
4. Project Partners agree to implement all activities as presented in the Subsidy Contract and contribute to the financial implementation of the project as planned.

## Article 6

### (Organizational structure of the Partnership - Project Steering Committee)

<To be left and completed only in case the partners decide to form such a Committee >.

1. The Project Partners decide to set up a Project Steering Committee in order to guarantee an effective management of the Project. The Project Steering Committee is set up, composed of a representative of the Lead Partner and a representative of each Project Partner. This Committee will be responsible for monitoring the implementation of the project on behalf of the partnership. The Project Steering Committee meets periodically (at least twice per year) following the convening by the Lead Partner. The Lead Partner must initiate the project meeting upon request of any project partner.
  2. As defined by the partnership, for example:
    - The Project Steering Committee shall settle disputes between the partners
    - The Project Steering Committee shall be involved in project/level decisions
    - May amend the Partnership Agreement
    - Etc.
- <The partners may stipulate any other arrangement that they consider necessary in their relation >.

## Article 7

### (Relationships with third parties)

1. In the case in which project partners sign cooperation agreements with third parties (including subcontractors) for a partial execution of their part of Project, Project Partners will continue to be responsible towards the Lead Partner for all the obligations arising from the present Agreement. Any contracts with third parties will have to be concluded without violation to EU, national and regional rules on competition and award of public contracts. No project partner shall have the right to transfer its rights and obligations to third parties. The Lead Partner shall be informed by the partner about the subject and party of any contract concluded with a third party.

## Article 8

### (Communication, publicity and dissemination of results)

1. The Lead Partner and the partners shall jointly implement the communication and publicity activities in accordance with the ERDF Subsidy Contract to ensure adequate promotion of the project both towards potential beneficiaries and towards the general public. The information and publicity rules as specified in the EC Regulation No 1828/2006 and Publicity and Information Guidelines of the Programme shall be observed by all parties.
2. Each project partner shall point out in the framework of any publicity and information measures, including public procurement procedures, that the project is implemented with the financial assistance from the European Union through ERDF under the Cross-Border Cooperation Programme Hungary-Slovakia 2007-2013 and to ensure an adequate promotion of the project.
3. The partners agree that the results of the project will be available to any interested third party and to the general public free of charge. The project partners commit themselves to play an active role in any actions organized to capitalize on, disseminate and valorize these results.
4. The partners agree that the Lead Partner may provide the JTS/Managing Authority or other programme body to publish, in whatever form, unrestricted as far as data protection is concerned, and on or by whatever medium, including the internet, with the following information:
  - the name of the LP and its partners,
  - the purpose and project outputs,
  - the amount granted and the proportion of the total eligible costs of the operation accounted for by the funding,
  - the geographical location of the project,

- information and communication tools produced within the project,
- any other information agreed with the LP.

#### Article 9 (Ownership – Use of Results)

1. The parties undertake to enforce the applicable law on intellectual ownership and author rights, regarding any outcome that might be produced during the implementation of the project.
2. Unless formally stipulated otherwise by the parties, ownership of the results of the project, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested to the partners.
3. Without prejudice to the previous paragraph, the beneficiary grants the JTS and the Managing Authority the right to make free use of the results of the project, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.
4. The Lead Partner and its partners agree that owners of the investments are the following:
  - < Municipality of Szenté Township > is the owner of the <conservationist centers, trails, maintenance tools of the conservationist centers, trails, equipments of the conservationist centers, trails >
  - < Municipality of Ipolynék/Vinica Township > is the owner of the < maintenance tools of the conservationist, trail, equipments of the conservationist, trails >
  - < BORÓKA Child Welfare Association > is the owner of the <maintenance tools of the conservationist centers, trails, equipments of the conservationist centers, trails, project vehicle >
  - 4 individuals (members of the BORÓKA Association) are the owners of the conservationist center: the right of common is passed for 15 years to the BORÓKA Association.
5. The Lead Partner and its partners agree that owners of the project outputs/deliverables are the following:
  - < Municipality of Szenté Township, Municipality of Ipolynék/Vinica Township, BORÓKA Child Welfare Association > are the owners – equally - of the <studies, databases, researches, communication tools>
6. The Lead Partner and its partners commit to establish and maintain an inventory of all fixed assets acquired, built or improved under the ERDF grant;
7. In case of purchase costs co-financed, the owners shall not alter the nature and the activities at least within five years from operation completion (final eligibility date of expenditures for the project).
8. The goods, investments or any project deliverables which ownership is not agreed upon in paragraph 4 and 5 will be the property of the LP after project closure.

#### Article 10 (Reporting, monitoring and evaluation)

1. The Lead Partner has overall responsibility for monitoring the actions undertaken by the project partners on an on-going basis.
2. The Lead Partner is responsible for submitting project progress reports and the final report to the JTS.

Each project partner commits to providing the Lead Partner with the information needed to draw up project progress and final reports and other specific documents required by the JTS. The reporting periods for the entire project will be laid down in the Subsidy Contract (Article 4, paragraph 13). Each project partner has to submit the Statement of Expenditure for the reporting period by the deadlines specified in the Subsidy Contract.

3. The Lead Partner must send each partner copies of the reports submitted to the Managing Authority.

**Article 11**  
**(Financial management)**

1. The Lead Partner shall be responsible for the administrative and financial management of the funds and for distributing the funds between the project partners in accordance with their validated expenditure incurred for project actions effectively carried out by bank transfer within five working days unless justified. No deduction, retention or further specific charges shall be made.
2. The ERDF funds shall be transferred to the bank accounts listed in the Annex 1 of this agreement.

**Article 12**  
**(Confidentiality)**

1. The parties agree that any information that they obtain during the implementation of the project is confidential, provided that one project partner or the Project Steering Committee explicitly requests such in case there is an acknowledgeable interest on behalf of the requesting party and it is compatible to the transparency principle. The same applies, without the explicit request of one of the project partners, to all documentation classified as "confidential".

**Article 13**  
**(Modifications, withdrawals, disputes and legal succession)**

1. Any modification to the present agreement shall be attached to it as an addendum and signed by all parties. It has to be previously agreed by all parties or the Project Steering Committee.
2. The partners agree not to withdraw from the project unless there are unavoidable reasons for it. If this were nonetheless to happen, the other partners shall cover the contribution of the withdrawing partner either by assuming its tasks and budget (only partners from the same side of the border) or by asking one or more third parties to join the partnership, with the previous authorization of the Managing Authority. The partner withdrawing the project will continue being obliged by the present Partnership Agreement until its termination for the activities and expenses carried out while participating in the project.
3. In case of any dispute between partners, the project partners are obliged to work towards an amicable settlement. When agreement cannot be reached, the partners are obliged to seek an out-of-court arbitration procedure. Failing this, each and any legal disputes that may result from or in connection with this present Partnership Agreement, including such over the validity of this present Partnership Agreement itself and this arbitration clause, will be finally decided in accordance with the jurisdiction of the country where the Lead Partner is located. The disputes will be settled at the competent court from the country where the LP is located.
4. In case of legal succession, e.g. when the partner changes its legal form, all duties under this contract are transferred to the legal successor. The partner shall notify beforehand the MA of the Programme through the JTS, should a legal succession occur.

**Article 14**  
**(Recovery of unjustified expenditure)**

1. In the event of unduly received ERDF funds, either due by the breach of any obligation or due to the declaration of ineligibility or irregularity after a financial control by an authorized body, each cosignatory of the present agreement undertakes to reimburse the Lead Partner within 30 calendar days following the notification.

2. In the event of total or partial incompleteness of the obligations of any of the project partners or in the event of the material errors in the effective execution of project activities, each cosignatory member of the present Partnership Agreement/ undertakes to reimburse the Lead Partner any funds that have been unduly received, within 30 calendar days following the notification.
3. The LP has the right of termination of the Partnership Agreement if termination of the ERDF Subsidy Contract is put into force by the Managing Authority. The partners shall repay the funds as defined in the LP's request.

#### **Article 15** **(Liability and Force Majeure)**

1. This Partnership Agreement is governed by the law of the country of the Lead Partner. Each partner, including the Lead Partner, shall be liable to the other partners and shall indemnify for any damages or costs resulting from the non-compliance of its contractual duties as set forth in this contract.
2. No party shall be held liable for not complying with the obligations ensuring from this agreement should the non-compliance be caused by force majeure. In such a case, the partner involved must announce this immediately in writing to the other partners of the operation.

#### **Article 16** **(Working Language)**

1. The working language of the partnership governed by this agreement will be Hungarian . In case of the translation of any document into another language, the English version shall be the binding one.


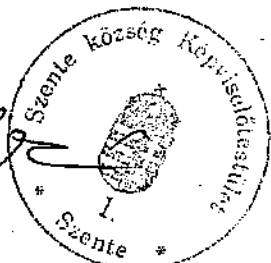
#### **Article 17** **Termination of the agreement**

1. This Partnership Agreement is terminated in case the subsidy contract terminates, especially due to the following:
  - the final report of the project is approved and the balance of verified project costs are paid for each Partner
  - termination of the ERDF Subsidy Contract is put into force by the Managing Authority
  - serious breach of the provisions of the subsidy contract or the present agreement
  - the implementation of the project becomes impossible for any reason
  - the partners decide to withdraw from the implementation of the project (in such a case the transferred funds and statutory interest will be paid back)
  - force majeure

**Article 18**  
**(Concluding provisions)**

1. This Partnership Agreement is done in 5 originals, of which 1 is received by each of the contracting parties.
2. In case of discrepancies between the Subsidy Contract and this Partnership Agreement, the Subsidy Contract shall prevail.
3. This Partnership Agreement can only be changed by means of a written amendment that is signed by all project partners. Modifications to the project (work plan, budget-etc.) that are approved by the Joint Monitoring Committee shall be effective as alterations of this Partnership Agreement, also without adherence to this formal requirement.
4. The partners signing this agreement have fully understood and accepted the contents of the subsidy contract and undertake the activities and responsibilities in the meaning as included therein.


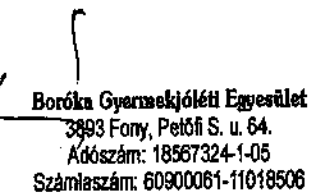
Name of the Lead Partner: Szente Község Önkormányzata  
Name and title of legal representative: Illés Kálmán, mayor  
Place, date and stamp: Szente, 2012.07.16.

Signature  

Name of project partner 1: Obec Vinica  
Name and title of legal representative: Bela Hrubik, mayor  
Place, date and stamp: Szente, 2012.07.16.

Signature  

Name of project partner 2: Boróka Gyermekjóléti Egyesület  
Name and title of legal representative: Schaf István president of the organization  
Place, date and stamp: Szente, 2012.07.16.

Signature    
Boróka Gyermekjóléti Egyesület  
3893 Fony, Petőfi S. u. 64.  
Adószám: 18567324-1-05  
Számlaszám: 60900061-11018506

**ANNEXES**

Bank account information of Partners

### Annex III Sources of funding

Project Partner	Maximum ERDF contribution EUR	ERDF co-financing rate %	Maximum amount of national state budget contribution EUR*	National state budget contribution co-financing rate %	Total eligible Budget EUR (including own contribution)
LP - Sente Önkormányzat: Községi Önkormányzat Sente	187,807.50	85.00	22,094.50	10.00	220,950.00
CBP - Vinica: Obec Vinica	66,718.50 <i>62792</i>	85.00 <i>80.00</i>	7,848.50 <i>11723</i>	10.00 <i>10.00</i>	78,490.00
PP - Boróka Egyesület: Boróka Gyermekjóléti Egyesület	222,078.65	80.75	39,190.35	14.25	275,020.00
<b>Total</b>	<b>476,602.65</b>		<b>69,133.35</b>		<b>574,460.00</b>

*3924. —  
+ J. Önkör*

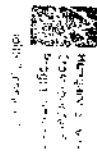
\*Only for information purposes, based on the Programme specific rules. Neither the Managing Authority nor the Lead Partner is responsible for providing for national state budget contribution in the frame of the present subsidy contract.



# Annex IV Project budget per partners

1.1. Feasibility studies	3,600.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	3,600.00 EUR
1.2. Technical plans (permission, realisation, EIA)	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR
1.3. Tendering procedures	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR
1.4. Permits	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR
1.5. Translation costs	400.00 EUR	400.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	800.00 EUR
	4,000.00 EUR	400.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	4,400.00 EUR
2.1. Management costs	7,000.00 EUR	17,000.00 EUR	28,000.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	52,000.00 EUR
2.2. Management costs	7,000.00 EUR	0.00 EUR	10,000.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	17,000.00 EUR
2.3. Management costs	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR
2.4. Management costs	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR
2.5. Management costs	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR
	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR
3.1. Transport	600.00 EUR	200.00 EUR	600.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	1,400.00 EUR
3.2. Per diem	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR

MAX 9,000 / org + 20,200 / 11,000 E / org  
PROGNOZA 2000-2007



[illegible]

6.2. Acquisition of land with superstructures	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR
6.3. Construction works	105,400.00 EUR	12,000.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	117,400.00 EUR
6.4. Reconstruction/extension/modernization	36,000.00 EUR	10,000.00 EUR	125,000.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	171,000.00 EUR
	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR
7.1. Legal costs	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR
7.2. Costs of project bank account	400.00 EUR	400.00 EUR	400.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	1,200.00 EUR
7.3. Real costs	1,000.00 EUR	1,000.00 EUR	1,000.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	3,000.00 EUR
7.4. Office rental	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR
7.5. Overheads	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR
	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR

	11,048.00 EUR	3,925.00 EUR	13,751.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	28,724.00 EUR
	11,048.00 EUR	3,925.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	14,973.00 EUR
	0.00 EUR	0.00 EUR	13,751.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	13,751.00 EUR
	5.00%	5.00%	5.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	5.00%
	187,807.50 EUR	68,716.50 EUR	222,078.65 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	476,602.65 EUR
	22,094.50 EUR	7,848.50 EUR	39,190.35 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	69,133.35 EUR
	220,950.00 EUR	78,490.00 EUR	275,020.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	0.00 EUR	574,460.00 EUR

**Költségvetés harmadéves költségeinek előrejelzése (EUR-ban, ÁFA-val) / Odhad čerpania rozpočtu (v EUR, s DPH)**

HUSK kód / Znárod	A projekt címe / Názov projektu	Előzetes költség / Odhadovaný výdavok	Előzetes költség / Odhadovaný výdavok	Előzetes költség / Odhadovaný výdavok	Előzetes költség / Odhadovaný výdavok	Előzetes költség / Odhadovaný výdavok	Előzetes költség / Odhadovaný výdavok
Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	Total
LP - Szenté Önkormányzat	12,060.00	27,620.00	150,860.00	20,150.00	10,380.00	0.00	221,070.00
CBP - Vinica	22,640.00	6,640.00	26,670.00	10,700.00	7,940.00	0.00	73,550.00
PP - Boróka Egyesület	36,990.00	64,080.00	63,730.00	18,280.00	94,940.00	0.00	278,020.00
	75,690.00	98,340.00	445,260.00	49,130.00	113,260.00	0.00	1,071,580.00

**Annex V**  
**List of documents to be retained**

No.	Document
1.	Submitted Application
2.	Notification letter from the MA awarding subsidy
3.	Partnership Agreement (and its amendments)
4.	Subsidy Contract
5.	Amendments of the subsidy contract
6.	Progress Reports
7.	Application for Reimbursements
8.	Partner Reports
9.	Declarations on validation of expenditure
10.	Each invoice and accounting document of probative value related to project expenditure (originals to be retained at the premises of the project partner concerned)
11.	All supporting documents related to project expenditure (e.g. payslips, bank statements, public procurement documents, etc.) to be retained at the premises of the project partner concerned
12.	All project deliverables (all materials produced during the project period)
13.	If relevant, documentation related to on the spot checks of the Controllers (to be retained at the premises of the project partner concerned)
14.	If relevant, documentation of monitoring visits of the JTS/MA
15.	If relevant, audit reports
16.	If relevant, LP/PP's contract on state or other public co-financing and the related documents

## Annex VI

**Applicable project specific state aid rules**

**Not relevant for the project HUSK/1101/2.2.1/0357**

## **Annex VII**

### **Rules of Use of the Front Office surface of IMIS 2007-2013**

This regulation lays down the requirements of secure application of the IMIS 2007-2013 system (hereinafter referred to as the system).

#### **General rules**

- e) The Lead Partner (hereinafter referred to as the User) is obliged to learn the rules of the proper use of the system and to apply the system according to the User Manual.
- f) The User is only allowed to complete tasks in line with his/her role within the system.
- g) The User is obliged to cooperate with the designated contact person in case any examination related to system events becomes necessary.
- h) The User is responsible for the accuracy of the data entered into the system.

#### **Security rules**

- i) It is prohibited to use any programmes, applications or devices that may affect the operation of the system.
- j) The User is responsible for the secure use of the system.
- k) In order to guarantee the safe operation of the system the User is obliged to use a client computer that is sufficiently protected: equipped with central or local firewall, regularly updated antivirus system and well-protected user accounts for the workstation.
- l) The User is obliged to use a complex password that is kept confidential. The User has to select a password with a length of at least 8 characters, containing lower case letters, capital letters and digits as well. The password shall be changed regularly.
- m) In case of any activity that endangers the safe operation of the system the access of the affected User will be suspended and IT security examination will be started.

#### **Rules for suspicion of misuse**

- n) In case of unauthorized usage the owner of the user name has to take the responsibility.
- o) In case of reasonable suspicion of unauthorized usage all the tasks accomplished by the User in the system can be examined during the security examination without preliminary notification.
- p) In case of a suspicion that the password could be learned by another unauthorized person the User has to change it immediately and he/she has to inform the designated contact person about this event.
- q) If the client computer used for accessing the system is infected by a virus the User is not allowed to log into the system until the infection is eliminated. The designated contact person shall be informed of the virus infection immediately in order to eliminate the virus affection of files uploaded.

It is prohibited to provide information on any system error or vulnerability to third persons; these issues shall be reported immediately to the contact person.