



# **SUBSIDY CONTRACT**

## for the EU contribution

**Application form ID:**

**SKHU/1901/3.1/002**

**Project acronym:**

**Wine\_LAB**

**Project title:**

**Development of services supporting local wine makers in the region**

# **SUBSIDY CONTRACT**

for the implementation of the

**Project No: SKHU/1901/3.1/002,  
with acronym: Wine\_LAB**

within the Interreg V-A Slovakia-Hungary  
Cooperation Programme

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

## **Ministry of Foreign Affairs and Trade**

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

Address: 1027 Budapest, Bem rakpart 47., Hungary

Tax number: 15311344-1-41

on one hand,

and

## **Obec Mužla**

Address: 943 52, Mužla, Mužla 711, Slovakia

Tax number: 2021060558

Represented by: Iván Farkas, mayor

acting as the Lead Beneficiary

on the other hand,

hereinafter jointly referred to as the Parties,

based on the following legal framework:

- REGULATION (EU, EURATOM) No 966/2012 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002;
- COMMISSION DELEGATED REGULATION (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union;
- Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional

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

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

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

- the Interreg V-A Slovakia-Hungary Cooperation Programme, approved by the European Commission on 30 September 2015 by Decision Ref No C(2015) 6805, modified on 1 September 2016 by Decision Ref No C(2016)5653 and on 29 October 2018 by Decision Ref No C(2018) 7237 (hereinafter referred to as the Programme);
- EU rules regarding EU horizontal policies such as the rules for competition and entry into the markets, the protection of the environment, the equal opportunities between men and women and public procurement;

- Communication from the Commission on the application of the European Union State aid rules to compensation granted for the provision of services of general economic interest (2012/C 8/02);
- national rules applicable to the Lead Beneficiary and the Beneficiaries (Lead Beneficiary and Beneficiaries hereinafter also referred to together as Project partners);
- Hungarian Government Decree No 44/2016. (III. 10.) on state aid rules in implementation of European Territorial Cooperation Programmes in the period 2014-2020
- documents of the relevant Call for proposals of the Programme, published on the Programme website (hereinafter referred to as the Call for proposals);
- the Beneficiary's manual for the Interreg V-A Slovakia-Hungary Cooperation Programme, laying down the programme specific rules for the implementation of the projects (hereinafter referred to as the Beneficiary's manual);
- the Guide on eligible expenditures for the Interreg V-A Slovakia-Hungary Cooperation Programme (hereinafter referred to as the Guide on eligible expenditures);
- the Visibility guide for projects in the Interreg V-A Slovakia-Hungary Cooperation Programme, laying down the programme specific rules on information and publicity measures of the projects (hereinafter referred to as Visibility guide for projects);
- the relevant national level legislation governing the rules of public procurement procedures in Hungary and Slovak Republic.

**(1) Article**  
**Award of subsidy**

- 1.1. In accordance with the decision of the Monitoring Committee, dated 24 September 2019, an earmarked subsidy is awarded to the Lead Beneficiary from the ERDF funding under the Interreg V-A Slovakia-Hungary Cooperation Programme for the implementation of the project No 'SKHU/1901/3.1/002' with the acronym 'Wine\_LAB' entitled 'Development of services supporting local wine makers in the region' (hereinafter referred to as the Project).

*288 612,40 EUR*

*Maximum EU contribution awarded: say: two hundred and eighty-eight thousand and six hundred and twelve euros and forty cents*

*Total project budget: 339 544,00 EUR*  
*(including Lead Beneficiary and the other Beneficiaries) say: three hundred and thirty-nine thousand and five hundred and forty-four euros*

- 1.2. If the subsidy to be received for the implementation of the project is affected by State aid, detailed rules can be found in Annex IV.
- 1.3. The EU co-financing rates per Beneficiary (including the Lead Beneficiary) are set in Annex I of the Contract. As a general rule, the EU co-financing rates per Beneficiary (including the Lead Beneficiary) cannot exceed 85 per cent of the total eligible expenditures.
- 1.4. The maximum amount of EU contribution awarded for the Project cannot be exceeded without decision of the Monitoring Committee.
- 1.5. Should the total eligible costs after the completion of the Project is lower than the budgeted amount, the above-mentioned EU contribution awarded under the Programme will be correspondingly reduced according to the EU co-financing rates per Project partners set in Annex I.
- 1.6. Reimbursement of the EU contribution is under the condition that the European Commission makes the funds available to the above-described extent and the Memorandum of Understanding signed by the two Member States is in force.
- 1.7. If the European Commission fails to make the funds available or if the Memorandum of Understanding signed by the Member States is no longer in force, the Managing Authority will be entitled to withdraw from the present Contract.

**(2) Article**  
**Duration of the Project**

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

- 2.2. Project end date: 31/12/2021
- 2.3. The project activities have to be carried out and finalised within the project implementation period, and project expenditure – with the exception of preparation costs – has to be incurred within the project implementation period as defined by *Articles 2.1. and 2.2.* and paid according to the Guide on eligible expenditures.
- 2.4. Preparation costs can only be eligible if they were incurred on or after 1 January 2014 and before the start date of the project and paid according to the Guide on eligible expenditures.

### **(3) Article Object of use**

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

### **(4) Article Reporting and Applications for Reimbursement**

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

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

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

- 4.11. The Lead Beneficiary shall submit the Application for Reimbursement in EUR, based on the Declarations on Validation of Expenditure issued in EUR by the designated Control Bodies of the Project partners.
- 4.12. Project partners from Member States which have not adopted the EUR as their currency shall convert into EUR the amounts of expenditure in the list of invoices incurred in national/or other currency before submission for validation to the responsible Control Body of the Member State. The expenditures shall be converted into EUR using the monthly accounting exchange rate<sup>1</sup> of the European Commission in force in the month during which that expenditure is firstly submitted in the given reporting period for validation by the Project partners to the Control Body.
- 4.13. The exchange rate risk is borne by the Lead Beneficiary or Beneficiary concerned.
- 4.14. The Lead Beneficiary shall request the reimbursement of the EU contribution on the basis of the following table:

	<b>Reporting period</b>	<b>Deadline for submission of the Project reports and Applications for Reimbursement</b>	<b>Indicative spending forecast of ERDF contribution</b>
1	01/01/2020 - 30/04/2020	29/07/2020	50 515,50
2	01/05/2020 - 31/08/2020	29/11/2020	152 600,50
3	01/09/2020 - 31/12/2020	31/03/2021	55 275,50
4	01/01/2021 - 30/04/2021	29/07/2021	14 019,90
5	01/05/2021 - 31/08/2021	29/11/2021	11 925,50
6	01/09/2021 - 31/12/2021	31/03/2022	4 275,50
<b>Total</b>			<b>288 612,40</b>

- 4.15. The Lead Beneficiary has the possibility to deviate from the indicative spending forecasts considering that in case of “n+3” decommitment resulting from underspending compared to the spending forecast, the Managing Authority is entitled to decommit the Project by reducing the original project budget and the corresponding EU contribution.

<sup>1</sup> The monthly exchange rates of the European Commission are available at the website of the European Commission: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/infoeuro/index\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/index_en.cfm)



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

## **(5) Article**

### **Reimbursement of EU contribution to the Lead Beneficiary**

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

Beneficiary shall be informed about the possible/applied sanctions (e.g. suspension of the last payment, repayment of subsidy, withdrawal from the Contract).

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

<b>IBAN account number:</b>	<b>SK25-5600-000000-0904988007</b>
<b>SWIFT code:</b>	<b>KOMASK2X</b>
<b>Bank name:</b>	<b>Prima banka Slovensko</b>
<b>Bank address:</b>	<b>Hodžova 11, 010 11 Žilina</b>

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

presented to the Joint Secretariat attached to the Reports. Bank statement proving that the Lead Beneficiary transferred the EU contribution approved in the Final project report to the Beneficiary(ies) must be submitted to the Joint Secretariat within 5 (five) working days from the transfer.

**(6) Article**  
**Double funding**

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

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

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

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

#### **(8) Article Procurement rules**

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

#### **(9) Article Information and publicity**

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

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

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

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

**(11) Article**  
**Assignment, legal succession**

- 11.1. The Managing Authority is entitled at any time to assign its rights under the present Contract. In case of assignment the Managing Authority will inform the Lead Beneficiary without delay.
- 11.2. The Lead Beneficiary is allowed to assign all or parts of its duties and rights under the present Contract only after prior decision of the Monitoring Committee and written consent of the Managing Authority.
- 11.3. In case of legal succession the Parties are obliged to transfer all duties under the present Contract to the legal successor. The Parties shall notify each other about any change beforehand. In case of legal succession affecting the Lead Beneficiary

or a Beneficiary the Lead Beneficiary shall notify the Joint Secretariat beforehand. In case of legal succession – as all duties under the present Contract is transferred to the legal successor – therefore the Contract shall not be modified.

#### **(12) Article Audit rights**

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

#### **(13) Article Irregularities**

- 13.1. The Managing Authority shall show zero tolerance to any suspected cases of fraud and shall take all necessary measures to prevent and correct such cases. In case of an irregularity is found and decided during project implementation the Managing Authority reserves the right to claim the repayment of the EU contribution in full or in part from the Lead Beneficiary and has the right to reduce the amount of the EU contribution awarded. In case an irregularity is committed, the Managing Authority shall impose to the Lead Beneficiary all the necessary measures for the elimination or diminishing of the consequences on the implementation of the project.



- 13.2. Based on the above, the Lead Beneficiary is always responsible for securing the repayment of the EU contribution unduly paid to the Project, even if the irregularity was committed by one of the other Beneficiaries.
- 13.3. If another Beneficiary commits an irregularity, the Lead Beneficiary – after having received the notice on repayment – is obliged to request the amount unduly paid from the Beneficiary concerned and repay it to the Managing Authority within the deadline for the repayment set in Article 14.2. The Lead Beneficiary shall exercise due diligence to ensure repayment.
- 13.4. If the Lead Beneficiary does not succeed in securing the repayment from the Beneficiary / Beneficiaries, within 5 calendar days from the end of the deadline given the Lead Beneficiary has to notify the Joint Secretariat and has to send proof of steps taken by the Lead Beneficiary towards the Beneficiary / Beneficiaries.
- 13.5. When the amount unduly paid has not been recovered due to negligence of the Lead Beneficiary, the Lead Beneficiary shall remain responsible for the repayment.

#### **(14) Article**

##### **Right of withdrawal – Repayment – Suspension of reimbursement**

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

- h) the Lead Beneficiary fails to submit a Project report and Application for Reimbursement within the reporting deadline;
  - i) the Lead Beneficiary repeatedly fails to submit Project follow-up reports, if applicable; or if
  - j) the Lead Beneficiary fails to sustain the results of the Project as defined in Article 15; or if
  - k) the Project has not been or cannot be fully implemented by carrying out the planned activities and results moreover by achieving at least 80 per cent of the quantifiable output indicators, or if the Project cannot or could not be implemented in due time; or if
  - l) the regulations of EU and national law (including provisions concerning public procurement rules, State aid rules, publicity rules, rules on environmental protection and rules on equal opportunities) have been infringed; or if
  - m) the Lead Beneficiary has impeded or prevented the auditing of the Project or failed to retain the project documentation as referred to in Article 12; or if
  - n) the EU contribution awarded has been partially or entirely misapplied for purposes other than those agreed upon; or if
  - o) it has been impossible to verify that the Final project report is correct and thus the eligibility of the Project for funding from the Programme cannot be verified.
- 14.2. If the Managing Authority sends a request for repayment for the amount of EU contribution paid unduly and the corresponding interest chargeable, the Lead Beneficiary is obliged to secure repayments from the Beneficiaries concerned and has to repay the amount specified by the Managing Authority before the due date. The repayment by the Lead Beneficiary is due within two months following the receipt date of the request for repayment. The rate of the interest shall be one-and-a-half percentage points above the rate applied by the European Central Bank in its main refinancing operations on the date of the request for repayment.
- 14.3. The Managing Authority has the right to recover the amounts specified in the request for repayment by deducting them from the Application for Reimbursement submitted by the Lead Beneficiary.
- 14.4. In case of any delay in the repayment, the amount to be recovered shall be subject to interest on late payment, starting on the due date and ending on the actual date of repayment. The rate of interest on late payment shall be one-and-a-half percentage points above the rate applied by the European Central Bank in its main refinancing operations on the due date.
- 14.5. If the Managing Authority exercises its right of withdrawal, offsetting by the Lead Beneficiary is excluded unless its claim is undisputed or recognised by declaratory judgement.

- 14.6. The Lead Beneficiary is entitled to exercise the right of withdrawal if the implementation of the Project becomes impossible due to circumstances independent from the Lead Beneficiary, including the occurrence of force majeure. Force majeure is any external event, unforeseeable, absolutely invincible and inevitable occurred after the conclusion of this Subsidy Contract and which prevents the execution of all or part of this contract. Force majeure, established under the law, exonerates the parties in case of failure to execute totally or partially the obligations under this Contract, as long as the force majeure is in force, and only if the other party has been duly notified. The parties shall take all measures at their disposal to limit the consequences of force majeure. The execution of the contract is suspended from the occurrence of force majeure during the whole period of its action. In this case, the Lead Beneficiary shall repay the whole amount of EU contribution reimbursed together with the interest chargeable within two months from the date of notifying the Managing Authority on the withdrawal from the Contract. The rate of interest shall be the rate applied by the European Central Bank in its main refinancing operations on the date of notifying the Managing Authority on the withdrawal from the Contract.
- 14.7. The Managing Authority may decide to suspend the reimbursement of the EU contribution if the provisions laid down in the Memorandum of Understanding are not respected by the Member States. The Lead Beneficiary shall be informed on the suspension.
- 14.8. In case of observations and/or reservations raised by the Commission on the description of the Management and Control System of the Interreg V-A Slovakia-Hungary Programme or in case of a system error detected, the MA has the right to temporarily withhold payments to a particular project partner or the project as a whole. Payment suspension(s) shall be lifted as soon as observations and/or reservations raised by the Commission have been withdrawn and the MA has received sufficient evidence on the solution of the systemic error(s) detected. In case the European Commission takes the decision of interrupting or totally suspending the funds, the Managing Authority may terminate the contract.

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

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

**(16) Article**  
**Concluding provisions**

- 16.1. If any provision in the present Contract should be entirely or partly ineffective, the remaining provisions remain binding for the Parties. The Parties to the Contract undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective provision.
- 16.2. Amendments and supplements to the present Contract must be in written form.
- 16.3. All correspondence with the Managing Authority / Joint Secretariat under the present Contract must be in English language and has to be sent to the following address:
- SKHU Joint Secretariat**  
**Szép utca 2.**  
**1053 Budapest, Hungary**
- 16.4. All correspondence with the Lead Beneficiary under the present Contract must be in English language and has to be sent to the following address:
- Address of the Lead Beneficiary:** 943 52, Mužla, Mužla 711, Slovakia  
**Name of contact person:** Iván Farkas  
**E-mail address:** [ivan.farkas@muzla.sk](mailto:ivan.farkas@muzla.sk)  
**Telephone and fax number:** +421 1915333312
- 16.5. The present Contract is concluded in English language. In case of translation of the present Contract and of its Annexes into another language, the English version shall prevail.
- 16.6. The Annexes to this Contract are binding and form an integral part of the Contract.
- 16.7. The present Contract is governed by Hungarian law and all matters not regulated in the Contract are subject to the legal understanding laid down in the Hungarian Civil Code (Act V. of 2013). In case of differences that are not ruled by the present Contract, the Parties agree to find an amicable and mutually acceptable solution. If the Parties fail to do so, all disputes arising in connection with the Contract shall be settled by the Pest Central District Court.
- 16.8. The present Contract is signed in three original copies of which one remains at the Lead Beneficiary and two original copies are to be returned to the Joint Secretariat (out of which one copy will be sent to the Managing Authority by the Joint Secretariat).
- 16.9. The Contract enters into force on the date of signature by the last of both Parties.

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

<p>Place and date:</p> <p>MUŽIA, 2. July 2020</p>	<p>Place and date:</p> <p>Budapest, 25 May 2020</p>
<p>Lead Beneficiary represented by</p>	<p>Managing Authority represented by</p>
<p>.....</p> <p>Iván Farkas mayor</p>	<p>.....</p> <p>Nikoletta Horváth Deputy Head of the Managing Authority</p>

65.

## **Annexes to the Contract**

- I. Simplified Application form<sup>2</sup> / separate documents agreed with Lead Beneficiary during contracting
- II. Partnership agreement signed by each Project partners
- III. List of documents to be retained
- IV. Applicable project specific State aid rules

---

<sup>2</sup> The full content of the finalized Application form is available in electronic form within in the IMIS 2014-2020 Monitoring System





## **Annex I**

Simplified Application form<sup>3</sup> / separate documents agreed with Lead Beneficiary during contracting

---

<sup>3</sup> The full content of the finalized Application form is available in electronic form within in the IMIS 2014-2020 Monitoring System





# Application form

(Annex I. of the Subsidy contract)

**Title of the Programme**      **Interreg V-A Slovakia Hungary Cross Border  
Cooperation Programme**

**Name of the Lead Beneficiary**      **Obec Mužla**

**Title of the project**      **Development of services supporting local wine  
makers in the region**

**Project acronym**      **Wine\_LAB**

**Total budget**      **339 544,00 EUR**

**ERDF contribution**      **288 612,40 EUR**



## 2. MAIN DATA

**Project title** 66 /200

**Development of services supporting local wine makers in the region**

**Project acronym** 8 /30

Wine\_LAB

**Project duration**

24

Months

**Start date**

01.01.2020

**End date**

31.12.2021

### Partnership

#### Lead Beneficiary

**Official name of the organization in native language**

Obec Mužla

**Country of registration**

Slovakia

**Abbreviated name**

Mužla

**Contact person**

Iván Farkas

**E-mail adress**

[ivan.farkas@muzla.sk](mailto:ivan.farkas@muzla.sk)

**Phone number**

421 36 7583102

**Mobile number**

421 915 333 312

#### Beneficiary1

**Official name of the organization in native language**

Péter Szivek

**Country of registration**

Hungary

**Abbreviated name**

Szivek

**Contact person**

Péter Szivek

**E-mail adress**

[info@szivekpince.hu](mailto:info@szivekpince.hu)

**Phone number**

**Mobile number**

36 30 39 63 948



## PROJECT ACTIVITIES

<b>Act1</b>	<b>Project management</b>	357 /1000	Involved Beneficiaries
Project management will be carried out by the Lead Beneficiary which will hire a project manager and an internal expert. The project manager will be responsible for all the administrative and operational tasks related to the realization of the project. The internal expert will professionally prepare the procurement of equipment and the construction works.			
<b>Act2</b>	<b>Communication</b>	432 /1000	Involved Beneficiaries
Communication activities will be carried out in the framework of the CCP. Planned communication activities include the following: press releases, project website and posters. All stakeholders (society), institutions, policymakers, organisations, press will be informed with adequate quantity, quality and frequency. Clear, comprehensible messages will be delivered (project aims/results/progress etc.) through the relevant channels.			
<b>Act3</b>	Establishment of a wine laboratory	276/500	Involved Beneficiaries
In the framework of this activity a wine laboratory will be established. The laboratory will be equipped with an analyser which will be able to identify 43 different parameters enabling the producers to label and bottle their own wine using results of the analyses performed.			
<b>Activity location(s):</b> Mužla			
<b>Act4</b>	Introduction of a special weather forecast service for wine makers	265/500	Involved Beneficiaries
A special weather forecast service will be introduced. The purpose of the service is to predict disadvantageous effects of the weather changes on grape-vine growing. Weather forecast system will be set up in a way to benefit wine makers on both sides of the border.			
<b>Activity location(s):</b> Ister-Granum Euroregion			
<b>Act5</b>	Renovation of wine cellar in Kesztoïc and knowledge transfer	468/500	Involved Beneficiaries
In the framework of this activity cellar in Kesztoïc will be renovated. Hungarian winemakers' wine samples will be collected in renovated cellar in Kesztoïc and transported once per week to the wine laboratory in Mužla for their analysis. Moreover, knowledge transfer workshops about wine producing will be organized in the renovated cellar. These will involve experts which will provide their knowledge how to achieve higher quality and quantity when producing wine.			
<b>Activity location(s):</b> Kesztoïc			





## 7. REALIZATION PLAN

Project activity	Project duration in 4 month periods														
	12 months			24 months			36 months			48 months					
Act1   Project management	x	x	x	x	x	x	x	x	x						
Act2   Communication	x	x	x	x	x	x	x	x	x						
Act3   Establishment of a wine laboratory	x	x	x	x	x	x									
Act4   Introduction of a special weather forecast service for wine makers		x	x	x	x	x	x	x	x						
Act5   Renovation of wine cellar in Keszölc and knowledge transfer		x	x	x	x	x	x	x	x						
Act6															



## LEAD BENEFICIARY BUDGET

<b>VAT status</b>	<b>Total budget</b>
Regarding the project expenditures the Beneficiary can not reclaim the VAT, therefore all expenditures are indicated in gross amount.	<b>309 080,00 EUR</b>

<b>1. Preparation costs</b>	<b>Share: 1,64%</b>	<b>4 990,00 EUR</b>
-----------------------------	---------------------	---------------------

Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
Building documentation	Act3   Establishment of a wine laboratory	package	1	4 990,00 EUR	4 990,00 EUR

<b>2. Staff costs</b>	<b>Share: 4,3%</b>	<b>13 200,00 EUR</b>
-----------------------	--------------------	----------------------

<b>2.1 Internal project management</b>	Basis:	<b>Real cost</b>	<b>9 000,00 EUR</b>
--	--------	------------------	---------------------

Expenditure	Related activity	Unit	Number of units	Rate of calc.	Total:
<i>Project management</i>	Act1   Project management			10%	0,00 EUR

Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
Project management	Act1   Project management	package	2	4 500,00 EUR	9 000,00 EUR

<b>2.2 Internal experts</b>	<b>4 200,00 EUR</b>
-----------------------------	---------------------

Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
Internal expert	Act3   Establishment of a wine laboratory	package	1	4 200,00 EUR	4 200,00 EUR

<b>3. Office and administration</b>	<b>Share: 0,6%</b>	<b>1 980,00 EUR</b>
-------------------------------------	--------------------	---------------------

Expenditure	Related activity	Unit	Number of units	Flat rate	Total:
<i>Office and administration</i>	Act1   Project management			15%	1 980,00 EUR

<b>4. Travel and accomodation</b>	<b>Share: 0,0%</b>	<b>0,00 EUR</b>
-----------------------------------	--------------------	-----------------

<b>4.1 Travel and visa costs</b>	<b>0,00 EUR</b>
----------------------------------	-----------------

<b>4.2 Accomodation costs</b>	<b>0,00 EUR</b>
-------------------------------	-----------------

<b>4.3 Per diem and costs of meal</b>	<b>0,00 EUR</b>
---------------------------------------	-----------------

<b>5. External expertise and services</b>	<b>Share: 1,9%</b>	<b>6 000,00 EUR</b>
---	--------------------	---------------------

<b>5.1 Studies, surveys and plans</b>	<b>0,00 EUR</b>
---------------------------------------	-----------------

<b>5.2 Events, conferences, seminars and project meetings</b>	<b>0,00 EUR</b>
---	-----------------

<b>5.3 IT system development</b>	<b>6 000,00 EUR</b>
----------------------------------	---------------------

Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
5.3.1 - Website for a wine laboratory	Act3   Establishment of a wine laboratory	piece	1	2 000,00 EUR	2 000,00 EUR

5.3.2 Internet infrastructure	Act3   Establishment of a wine laboratory	package	1	4 000,00 EUR	4 000,00 EUR
-------------------------------	---	---------	---	--------------	--------------

<b>5.4 Publicity, promotion and communication costs</b>	<b>0,00 EUR</b>
---	-----------------

<b>5.5 Financial management, procurement procedures and other consultancy services</b>	<b>0,00 EUR</b>
--	-----------------

<b>5.6 Other services</b>	<b>0,00 EUR</b>
---------------------------	-----------------

<b>6. Equipment expenditure</b>	<b>Share: 33,8%</b>	<b>104 500,00 EUR</b>
---------------------------------	---------------------	-----------------------

<b>6.1 Equipments related project management</b>	<b>0,00 EUR</b>
--	-----------------

<b>6.2 Equipments related to core activities</b>	<b>104 500,00 EUR</b>
--	-----------------------

Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
6.2.1 Grape must and wine analyzing machine	Act3   Establishment of a wine laboratory	piece	1	70 000,00 EUR	70 000,00 EUR
6.2.2 IT equipment	Act3   Establishment of a wine laboratory	package	1	3 000,00 EUR	3 000,00 EUR
6.2.3 Laboratory tools	Act3   Establishment of a wine laboratory	package	5	200,00 EUR	1 000,00 EUR
6.2.4 Air conditioning	Act3   Establishment of a wine laboratory	piece	1	1 500,00 EUR	1 500,00 EUR
6.2.5 Security system	Act3   Establishment of a wine laboratory	piece	1	1 000,00 EUR	1 000,00 EUR
6.2.6 Wine meteorological stations	Act4   Introduction of a special weather forecast service for wine makers	piece	8	3 500,00 EUR	28 000,00 EUR

<b>7. Infrastructure and works</b>	<b>Share: 57,7%</b>	<b>178 410,00 EUR</b>
------------------------------------	---------------------	-----------------------

<b>7.1 Construction, reconstruction and renovation of buildings, works, infrastructure</b>	<b>147 610,00 EUR</b>
--	-----------------------

Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
7.1.1 Building reconstruction	Act3   Establishment of a wine laboratory	package	1	147 610,00 EUR	147 610,00 EUR

<b>7.2 Purchase of land</b>	<b>Share: 9,97%</b>	<b>30 800,00 EUR</b>
-----------------------------	---------------------	----------------------

Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
7.2.1 Purchase of building	Act3   Establishment of a wine laboratory	piece	1	30 800,00 EUR	30 800,00 EUR

## BENEFICIARY1 BUDGET

<b>VAT status</b>	<b>Total budget</b>
Regarding the project expenditures the Beneficiary can not reclaim the VAT, therefore all expenditures are indicated in gross amount.	<b>30 464,00 EUR</b>

<b>1. Preparation costs</b>	<b>Share: 0,00%</b>	<b>0,00 EUR</b>
-----------------------------	---------------------	-----------------

Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
-------------	------------------	------	-----------------	----------------	--------

<b>2. Staff costs</b>	<b>Share: 0,0%</b>	<b>0,00 EUR</b>
-----------------------	--------------------	-----------------

<b>2.1 Internal project management</b>	<b>Basis: Real cost</b>	<b>0,00 EUR</b>
--	-------------------------	-----------------

Expenditure	Related activity	Unit	Number of units	Rate of calc.	Total:
<i>Project management</i>	Act1   Project management			10%	0,00 EUR

<b>2.2 Internal experts</b>	<b>0,00 EUR</b>
-----------------------------	-----------------

<b>3. Office and administration</b>	<b>Share: 0,0%</b>	<b>0,00 EUR</b>
-------------------------------------	--------------------	-----------------

Expenditure	Related activity	Unit	Number of units	Flat rate	Total:
<i>Office and administration</i>	Act1   Project management			15%	0,00 EUR

<b>4. Travel and accomodation</b>	<b>Share: 0,0%</b>	<b>0,00 EUR</b>
-----------------------------------	--------------------	-----------------

<b>4.1 Travel and visa costs</b>	<b>0,00 EUR</b>
----------------------------------	-----------------

<b>4.2 Accomodation costs</b>	<b>0,00 EUR</b>
-------------------------------	-----------------

<b>4.3 Per diem and costs of meal</b>	<b>0,00 EUR</b>
---------------------------------------	-----------------

<b>5. External expertise and services</b>	<b>Share: 0,0%</b>	<b>0,00 EUR</b>
---	--------------------	-----------------

<b>5.2 Events, conferences, seminars and project meetings</b>	<b>0,00 EUR</b>
---	-----------------

<b>5.3 IT system development</b>	<b>0,00 EUR</b>
----------------------------------	-----------------

<b>5.4 Publicity, promotion and communication costs</b>	<b>0,00 EUR</b>
---	-----------------

<b>5.5 Financial management, procurement procedures and other consultancy services</b>	<b>0,00 EUR</b>
--	-----------------

Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
-------------	------------------	------	-----------------	----------------	--------

<b>5.6 Other services</b>	<b>0,00 EUR</b>
---------------------------	-----------------

<b>6. Equipment expenditure</b>	<b>Share: 54,0%</b>	<b>16 439,00 EUR</b>
---------------------------------	---------------------	----------------------

<b>6.1 Equipments related project management</b>	<b>0,00 EUR</b>
--	-----------------

<b>6.2 Equipments related to core activities</b>	<b>16 439,00 EUR</b>
--	----------------------

Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
6.2.1 Equipment for the depository	Act5   Renovation of wine cellar in Keszthely and knowledge transfer	package	1	12 500,00 EUR	12 500,00 EUR
6.2.2 Refrigerating equipment	Act5   Renovation of wine cellar in Keszthely and knowledge transfer	piece	3	1 313,00 EUR	3 939,00 EUR

<b>7. Infrastructure and works</b>	<b>Share: 46,0%</b>	<b>14 025,00 EUR</b>
------------------------------------	---------------------	----------------------

<b>7.1 Construction, reconstruction and renovation of buildings, works, infrastructure</b>	<b>14 025,00 EUR</b>
--	----------------------

Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
7.1.1 Reconstruction works	Act5   Renovation of wine cellar in Keszthely and knowledge transfer	package	1	14 025,00 EUR	14 025,00 EUR

<b>7.2 Purchase of land</b>	<b>Share: 0,00%</b>	<b>0,00 EUR</b>
-----------------------------	---------------------	-----------------

## FINANCIAL OVERVIEW

Name of the Beneficiary	Gross/Net budget	ERDF contribution (EUR)	%	State co-finance (EUR)		%	Own contribution (EUR)	%	Total budget (EUR)
				Hungary	Slovakia				
LB   Mužla	Gross	262 718,00	85	-	30 908,00	10	15 454,00	5	309 080,00
B1   Szivek	Gross	25 894,40	85	-	-	0	4 569,60	15	30 464,00
	-	-		-	-		-		-
	-	-		-	-		-		-
	-	-		-	-		-		-
	-	-		-	-		-		-
<b>Subtotal:</b>				-	30 908,00				
<b>Total:</b>		288 612,40			30 908,00		20 023,60		339 544,00









## INDICATORS

### Common and Programme specific output indicators

ID	Common output indicators	Unit	Target value							Total
			LB	B1	B2	B3	B4	B5		
CO01	Productive investment: Number of enterprises receiving support	enterprise		1						1
CO02	Productive investment: Number of enterprises receiving grants	enterprise		1						1
CO08	Productive investment: Employment increase in supported enterprises	FTE								0
CO09	Sustainable tourism: Increase in expected number of visits to supported sites of cultural and natural heritage and attractions	visit/year								0
CO13	Roads: Total length of newly built roads	km								0,0
CO23	Nature and biodiversity: Surface area of habitats supported in order to attain a better conservation status	ha								0,0
CO39	Urban development: Public or commercial buildings built or renovated in urban areas	m2	177,0	25,2						202,2
CO44	Labour Market and Training: Number of participants in joint local employment initiatives and joint training	person								0

ID	Programme specific output indicators	Unit	Target value							Total
			LB	B1	B2	B3	B4	B5		
O221	Number of new public transport services started within the framework of the programme	piece								0
O312	Number of women in joint local employment initiatives and joint trainings	person								0
O313	Number of participants from groups at risk of discrimination, including Roma in joint local employment initiatives and joint trainings	person								0
O314	Number of new business services promoting employment and consultancy services	piece	2	1						3







# INFORMATION AND PUBLICITY

1. Publications						
Item	Quant.	No. of people to reach	Lang.	Rel. period	Resp. Ben.	Description

2. Web appearance						
Item	Quant.	No. of people to reach	Lang.	Rel. period	Resp. Ben.	Description

3. Communication events						
Item	Quant.	No. of people to reach	Lang.	Rel. period	Resp. Ben.	Description

4. Media coverage						
Item	Quant.	No. of people to reach	Lang.	Relevant period	Resp. Ben.	Description

5. Promotion materials						
Item	Quant.	No. of people to reach	Lang.	Relevant period	Resp. Ben.	Description

6. Visibility elements						
Item	Quant.	No. of people to reach	Lang.	Relevant period	Resp. Ben.	Description





## **Annex II**

Partnership agreement signed by each Project partners



### Annex III

#### List of documents to be retained

1.	Application form
2.	Notification letter from the Managing Authority awarding subsidy
3.	Contract (and its amendments)
4.	Partnership agreement (and its amendments)
5.	Beneficiary reports
6.	Declarations on Validation of Expenditure
7.	Reports (meaning Project reports, Final project report and Project follow-up reports)
8.	Applications for Reimbursement
9.	Each invoice and accounting document of probative value related to project expenditure (originals to be retained at the premises of the Project partners concerned)
10.	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 partners concerned
11.	All project deliverables (all material produced during the project period)
12.	If relevant, documentation related to on-the-spot checks of the Control Bodies (to be retained at the premises of the Project partners concerned)
13.	If relevant, documentation of monitoring visits of the Joint Secretariat / Managing Authority
14.	If relevant, audit reports
15.	If relevant, the Lead Beneficiary's / Beneficiaries' National co-financing contracts and the related documents



## **Annex IV**

### **Applicable project specific State Aid rules per Project partners**

Name of the Lead Beneficiary: Obec Mužla

Applicable State aid rules for the Lead Beneficiary: De Minimis aid and Investment aid for local infrastructures

#### **De Minimis:**

In the frame of this Contract the above mentioned Lead Beneficiary will receive de minimis aid in the amount of **EUR 12 903** in accordance with the Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid. The total de minimis aid granted to a single undertaking shall not exceed 200 000 EUR over any period of three fiscal years or 100 000 EUR in the road transport sector.

Eligible costs for the calculation of de minimis aid in the above-mentioned amount are staff costs and office and administration costs.

Based on the declaration of the Lead Beneficiary, it has not received de minimis aid during the present fiscal year (2020) and the two fiscal years before, which would exceed the limit of 200 000 EUR.

All the documents and records in relation to de minimis aid must be maintained until 31 December 2030 (for 10 fiscal years from the date on which the aid was granted) and shall be provided to the European Commission or the Managing Authority or the body designated for the validation of expenditures upon request within 20 working days.

The Lead Beneficiary must respect the following legal framework:

- national legislation;
- Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 352/1 24.12.2013).

#### **Investment aid for local infrastructures:**

In the frame of this Contract the above mentioned Lead Beneficiary will receive Investment aid for local infrastructures in accordance with the Article 56 of the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ L 187, 26.6.2014) in the nominal amount of **EUR 249 815**.

Eligible costs for the calculation of the Investment aid for local infrastructures in the above/mentioned amount are investment costs in tangible and intangible assets (i.e. preparation costs, costs for IT system development, equipment related to core activities and costs for Infrastructure and works).

Name of the Beneficiary: Szivek Péter

Applicable State aid rules for the Beneficiary: De Minimis aid

**De Minimis:**

In the frame of this Contract the above mentioned Beneficiary will receive de minimis aid in the amount of **EUR 25 894,40** in accordance with the Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid. The total de minimis aid granted to a single undertaking shall not exceed 200 000 EUR over any period of three fiscal years or 100 000 EUR in the road transport sector.

Based on the declaration of the Beneficiary, it has not received de minimis aid during the present fiscal year (2020) and the two fiscal years before, which would exceed the limit of 200 000 EUR.

All the documents and records in relation to de minimis aid must be maintained until 31 December 2030 (for 10 fiscal years from the date on which the aid was granted) and shall be provided to the European Commission or the Managing Authority or the body designated for the validation of expenditures upon request within 20 working days.

The Beneficiary must respect the following legal framework:

- national legislation;
- Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 352/1 24.12.2013).



## **Partnership Agreement**

**Application form ID: SKHU/1901/3.1/002**

**Project acronym: Wine\_LAB**

**Project title: Development of services supporting local wine makers in the region**

**Interreg V-A Slovakia-Hungary  
Cooperation Programme**





**PARTNERSHIP AGREEMENT**  
**for the implementation of the Project**

**Wine\_LAB**

**IG Heritage - Development of services supporting local wine  
makers in the region  
within the  
Interreg V-A Slovakia-Hungary Cooperation Programme**

between

**Lead Beneficiary: Obec Mužla, 943 52 Mužla, 711**

Represented by: Iván Farkas, 943 52 Mužla, 116

and

**Beneficiary: Szivek Péter, 2517 Kesztlöc, Csévi u. 1568/2.**

Represented by: Péter Szivek, 2517 Kesztlöc, Csévi u. 1568/2.

(Hereinafter jointly referred to as Parties)

On the basis of:

- REGULATION (EU, Euratom) 2018/1046 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012
- Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union;
- Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund,



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

- Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006;
- Regulation (EU) No 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial co-operation goal (hereinafter referred to as the ETC Regulation);
- the Interreg V-A Slovakia-Hungary Cooperation Programme, approved by the European Commission on 30 September 2015 by Decision Ref No C(2015) 6805, modified on 1 September 2016 by Decision Ref No C(2016)5653 and modified on 29 October 2018 by the Decision Ref No C(2018) 7237 (hereinafter referred to as the Programme);
- documents of the relevant Call for proposals of the Programme , published on the Programme website (hereinafter referred to as the Call for proposals);
- the Beneficiary's manual for the Interreg V-A Slovakia-Hungary Cooperation Programme, laying down the programme specific rules for the implementation of the projects (hereinafter referred to as the Beneficiary's manual);
- the Visibility guide for projects in the Interreg V-A Slovakia-Hungary Cooperation Programme, laying down the programme specific rules on information and publicity measures of the projects (hereinafter referred to as Visibility guide for projects);
- the proposed Project as drafted in the Application form and approved by the Monitoring Committee of the Programme, taking its final form as Annex I of the Subsidy Contract.

All laws, regulations, programme documents mentioned in this agreement – including any amendments made to these rules and regulations – are applicable in the latest version in force.



## **Article 1**

### **Definitions**

1. **Lead Beneficiary:** the Lead Beneficiary is designated by the Project partners and has full financial and administrative responsibility for the EU contribution for the entire duration of the Subsidy contract. The Lead Beneficiary is also responsible for the proper reporting of progress during project implementation to the Joint Secretariat as stipulated in the Subsidy contract. In principle, the Lead Beneficiary has functional (co-ordination of the project activities) and financial responsibilities related to the EU contribution (based on Paragraph (2) of Article 13 of the ETC Regulation).
2. **Beneficiary:** an actor that commits itself to functionally and financially implement a project part of the Project according to the Application form as approved by the Monitoring Committee.
3. **Project partners:** means Lead Beneficiary and other Beneficiary / Beneficiaries together.
4. **Project part:** covers a set of activities within the Project as a whole, undertaken by the Lead Beneficiary or another Beneficiary in a defined timeframe and presented as a Lead Beneficiary / Beneficiary budget sheet in the budget of the Application form.

## **Article 2**

### **Scope of the Partnership agreement**

1. The Parties, through the present Partnership agreement, lay down the rules of procedures for the work to be carried out and the relations that shall govern the partnership set up in order to successfully and efficiently implement the above-mentioned Project. This Agreement shall also define their mutual responsibilities concerning the administrative and financial management of the Project.
2. The Application form as approved by the Monitoring Committee and the Subsidy contract (with all its provisions) signed by all signatories are to be regarded as integral parts of this Agreement, therefore their content and the obligations set by the above-mentioned documents have to be fully respected by the Parties.



### **Article 3**

#### **Duration of the Agreement**

1. The Partnership agreement is valid from the date of signature by all Parties and enters into force from the day the Subsidy contract between the Managing Authority and the Lead Beneficiary enters into force. It shall remain in force until the Lead Beneficiary has discharged in full its obligations arising from the Subsidy contract towards the Managing Authority, including the period of availability of documents for financial controls.
2. This Agreement shall also remain in force if there is any non-resolved dispute among the Parties at an out-of-court arbitration body.
3. The breach of the obligations of the Partnership agreement by one of the Project partners may lead to an early termination of its participation in the Project. This termination has to be decided by consensus by all the other Project partners in a documented manner, provided that the eligibility rules of the Call for proposals are kept with the remaining Project partners and that the consequently initiated amendment of the Subsidy contract is successful at the Managing Authority. However, the Project partner will be obliged by the present Agreement for its whole duration with regard to the activities carried out and expenditure incurred until that moment. In case the Subsidy contract terminates, the present Partnership agreement is terminated.

### **Article 4**

#### **Activities of Project partners in the Project**

1. The activities of the Project partners as well as the role of the Lead Beneficiary and of each Beneficiary in the Project are described in the Application form and in the Subsidy contract.
2. The Project partners take into account all rules and obligations as set out in the Subsidy contract and its annexes.
3. The Project partners commit themselves to undertake everything in their power to foster the successful and efficient implementation of the Project.

### **Article 5**

#### **Specific obligations of the Lead Beneficiary**

1. The Lead Beneficiary is responsible for the overall co-ordination and effective implementation of the Project and shall take all the steps needed to correctly manage the Project in accordance with the Application form and the Subsidy contract and in line with the Subsidy contract and the Partnership agreement.
2. In addition as a general obligation the Lead Beneficiary shall:
  - a) represent the Project partners towards Managing Authority / Joint Secretariat / programme management bodies;





- b) sign the Subsidy contract (and its possible amendments), inform all Beneficiaries on the signature of the Subsidy contract and provide all Beneficiaries with a copy thereof;
- c) appoint a project manager who has the operational responsibility for the co-ordination and documentation of the overall Project;
- d) react promptly to any request made by the Managing Authority and the Joint Secretariat;
- e) keep the Beneficiaries informed on a regular basis about all relevant communication between the Lead Beneficiary and the Joint Secretariat, furthermore between the Lead Beneficiary and the Managing Authority;
- f) inform all Beneficiaries on the progress of the overall Project, in particular with reference to its objectives and results as set in the Subsidy contract or any later amendments;
- g) without any delay inform the Beneficiaries about all essential issues (e.g. 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) connected to project implementation;
- h) notify the Beneficiaries and the Joint Secretariat / Managing Authority 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;
- i) 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;
- j) be responsible for the verification that the expenditure declared by the Project partners has been validated by the designated controller at national level and the expenditure declared by the Project partners has been incurred only for the purpose of implementing the Project and that it corresponds to the activities agreed between the Project partners in the frame of the Application form and Subsidy contract;
- k) prepare and submit the Applications for Reimbursement together with the Project reports, the Final project report and the Project follow-up reports (if relevant) to the Joint Secretariat keeping the deadlines indicated in the Subsidy contract;
- l) transfer the EU contribution to the Beneficiaries according to the Application for Reimbursement approved by the Joint Secretariat, within **8 days** in full – no specific charge or other charge with equivalent effect shall be levied which would reduce these amounts for the Beneficiaries;
- m) ensure that all Beneficiaries are involved in the decision making regarding the Project, and especially agree with the Beneficiaries before submitting any request for reallocation between budget lines and for an amendment of the Subsidy contract / Partnership agreement to the Joint Secretariat / Managing Authority.



- n) support Beneficiaries in implementing their obligations by giving them the correct information, indications and clarifications on the procedures;
- o) make sure that all Project partners comply with EU and national legislation including rules on public procurement, State aid, publicity, furthermore rules on environmental protection and equal opportunities;
- p) report in accordance with the existing legislation and national / regional guidelines if the project activities contain elements of State aid;
- q) implement its individual part of the Project accordingly;
- r) enable the responsible bodies to carry out their audit and monitoring / evaluation / activities;
- s) guarantee the systematic collection and the safe storage of all the documentation regarding project expenditure and activities;
- t) keep a copy of all project documents including public procurement documents prepared by the Project partners or other bodies;
- u) carry out project level accounting;
- v) ensure that no double funding or double reporting of expenditure takes place;
- w) review the appropriate spending of the EU contribution by the Beneficiaries, the condition of the Beneficiaries' project part and the preparation of the required documents and records for the project closure.

## **Article 6**

### **Obligations of the Beneficiaries**

1. In particular, each Beneficiary shall:
  - a) support the Lead Beneficiary in fulfilling its tasks as stipulated in the Subsidy contract and its annexes;
  - b) without any delay provide the Lead Beneficiary with any information needed to draw up the Project reports, the Final project report and the Project follow-up reports (if relevant), react on any request by the Managing Authority or the Joint Secretariat, or provide any further information needed by the Lead Beneficiary;
  - c) assure the smooth implementation of the part of the Project they are responsible for in accordance with the Subsidy contract and its annexes;
  - d) inform the Lead Beneficiary immediately about any circumstances that could lead to a temporary or final discontinuation of the Project part or any other deviation of the implementation of the Project part, including any variations to its part of project budget or work plan;
  - e) appoint a contact person for the implementation of the part of the Project under their responsibility;



- f) contribute to overall project aims according to their part undertaken with due care and motivation, completing their activities foreseen for each reporting period of the project implementation;
- g) maintain either a separate accounting system or an adequate accounting code for all transactions related to the Project part;
- h) inform the Lead Beneficiary on the details of the bank account<sup>1</sup> to which the EU contribution of the Beneficiary shall be transferred, furthermore the Lead Beneficiary must be informed about any changes concerning the bank account;
- i) co-operate with the Lead Beneficiary for the effective implementation of the Project, actively take part in decision making during the Project;
- j) have its expenditures incurred in the given reporting period, verified by the designated controller and submit the Declaration on Validation of Expenditure issued by the controller to the Lead Beneficiary in due time. (The reimbursement of expenditure of the Beneficiaries not covered by Declarations on Validation of Expenditure in the given reporting period can be requested only for the next reporting deadline following the reporting period concerned. Preparation costs can be validated and requested only in the first reporting period.);
- k) comply with EU- and national rules, including rules on public procurement, State aid, publicity, further rules on environmental protection and equal opportunities;
- l) report in accordance with the existing legislation and national/regional guidelines if the Project activities contain elements of State aid;
- m) guarantee the systematic and safe collection of all the documentation regarding its part of project expenditure and its transmission to the Lead Beneficiary, as well as to guarantee the access to documents to all the representatives of the institutions in charge of verifications and to the bodies authorised to monitor or audit the Project;
- n) be responsible for the sound financial management of the funding allocated to its project part, including the arrangements for recovering amounts unduly paid (EU contribution, State contribution, if relevant, and other public contribution).

## **Article 7**

### **Responsibilities of the Lead Beneficiary and of the Beneficiaries**

1. The Lead Beneficiary solely assumes responsibility for the entire Project towards the Managing Authority as defined in the Subsidy contract.
2. Each Beneficiary is directly and exclusively responsible to the Lead Beneficiary for the due implementation of its respective project part and for the proper fulfilment of its obligations as set out in the Partnership agreement and

---

<sup>1</sup> The details of the bank accounts per Beneficiary form Annex 1 to the present Agreement.



in the Application form. Should a Project partner not fulfil its obligations under this Agreement in due time, the Lead Beneficiary shall admonish the Project partner to fulfil them within a reasonable period of time. The Project partners undertake to find a rapid and efficient solution. Should the non-fulfilment continue, the Lead Beneficiary may decide to debar the Project partner concerned from the Project with approval of the other Project partner. The Joint Secretariat and the Managing Authority shall be promptly informed of such an intended decision by the Lead Beneficiary and the change in the partnership has to be approved according to the provisions set out in the Subsidy contract.

3. The Lead Beneficiary and each Beneficiary shall take the financial responsibility for the EU contribution and, if relevant, the related State contribution it has received for its project part.
4. In case of irregularities the Lead Beneficiary bears the overall responsibility towards the Managing Authority for the repayment of the EU contribution amounts unduly paid, with interest charged. By way of the derogation from this principle, if the irregularity is committed by a Beneficiary, the concerned organisation shall repay to the Lead Beneficiary the amounts unduly paid. When amounts unduly paid to a Beneficiary cannot be recovered, due to negligence of the Lead Beneficiary, the Lead Beneficiary shall remain responsible for the repayment, according to Article 13 of the Subsidy Contract.

## **Article 8**

### **Reporting obligations of the Beneficiaries**

1. The Lead Beneficiary can only submit an Application for Reimbursement to the Joint Secretariat by providing proof of progress of the Project. Therefore, in order to provide adequate information on the progress of the Project, each Beneficiary has to submit a Beneficiary report to the Lead Beneficiary consisting of an activity report describing the activities carried out with their outputs and results during the reporting period and a financial report presenting the financial progress of the Project part compared to the Application form/Subsidy contract.
2. The Beneficiaries have to respect the reporting deadlines of the Subsidy contract and have to submit their Beneficiary report and Declaration on Validation of Expenditure to the Lead Beneficiary in due time, **5 working days**. Beneficiary reports and Declarations on Validation of Expenditure not submitted to the Lead Beneficiary within the set deadline will not be included in the Project report (or any other report) and Application for Reimbursement of the Lead Beneficiary to be submitted to the Joint Secretariat.
3. The Beneficiary reports should be drawn up in Euro. The Beneficiaries shall convert into Euro the amounts of expenditure of invoices incurred in other currency than Euro as described in the Subsidy contract. The exchange rate risk is borne by the Lead Beneficiary or Beneficiary concerned.

## **Article 9**





## **Audits**

1. For audit purposes each Project partner shall:
  - a) retain all files, documents, receipts and data about the Project within the timeframe stipulated in Article 140(1) of the CPR and further detailed in the Beneficiary's manual, either in original or as certified copies on commonly used data media safely and orderly;
  - b) enable the Managing Authority, Certifying Authority, Audit Authority, the responsible auditing bodies of the European Union and the auditing bodies of the Member State it is based in to audit the proper use of funds;
  - c) provide these authorities with any information about the Project they request;
  - d) provide them access to the databases, the accounting books and accounting documents and other documentation related to the Project, whereby the auditing bodies decide on this relation, within the timeframe stipulated in Article 140(1) of the CPR and further detailed in the Beneficiary's manual;
  - e) provide them access to the place where the Project has been implemented and their business premises during the ordinary business hours and also beyond these hours by arrangement and allow them to carry out on-the-spot-checks related to the Project within the timeframe stipulated in Article 140(1) of the CPR and further detailed in the Beneficiary's manual;
  - f) without any delay provide the Lead Beneficiary with any information needed in connection to such an audit.

## **Article 10**

### **Information and publicity**

1. Any publicity measure undertaken by any of the Project partners shall be conducted in accordance with the rules on information and publicity laid down in the Visibility guide for projects in the Interreg V-A Slovakia-Hungary Cooperation Programme.
2. Information and publicity measures shall be co-ordinated among the Project partners. Each Project partner is equally responsible for promoting the fact that financing for the Project is provided from EU contribution within the framework of the Interreg V-A Slovakia-Hungary Cooperation Programme and is responsible for ensuring the adequate promotion of the Project.
3. The Project partners take note of the fact that the results of the Project as well as any study or analysis produced in the course of the Project can be made available to the public and they agree that the results of the Project shall be available for all Project partners and for the public free of charge.



4. The Project partners settle down that all photographs and audio-visual materials, as EU funded outputs must be free and available for everyone for at least five years after project closure.
5. Settling copyright issues is the responsibility of the Project partners. The Project partners should stipulate among others the ownership, usage rights regarding the respective outputs, if deemed necessary.
6. The Project partners agree that the Lead Beneficiary may provide the Joint Secretariat / Managing Authority or other programme management bodies to publish, in whatever form, unrestricted as far as data protection is concerned, and on or by whatever medium, with the following information:
  - title and the acronym of the Project;
  - the name and contact details of the Lead Beneficiary and of the Beneficiaries;
  - the amount of subsidy and the EU co-financing rate;
  - the purpose of the EU contribution (i.e. the overall objective of the Project);
  - the geographical location of the Project;
  - project results, evaluations, summaries;
  - any other information about the Project if considered relevant.

## **Article 11**

### **Ownership – Use of Results**

1. The Parties undertake to enforce the applicable law on intellectual property 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 Project partners.
3. Without prejudice to the previous paragraph, the Project partners grant the Joint Secretariat 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 Project partners agree that owners of the investments are the following:
  - **Obec Mužla is the owner of the investment on the Slovak side**
  - **Szivek Péter is the owner of the investment on the Hungarian side**
5. The Project partners agree that owners of the Project outputs/deliverables are the following:
  - **Obec Mužla is the owner of the output/deliverable on the Slovak side**



- **Szivek Péter is the owner of the output/deliverable on the Hungarian side**
6. The Lead Beneficiary and the Beneficiaries commit themselves to establish and maintain an inventory of all fixed assets acquired, built or improved within the Project.
  7. As to the sustainability of project results after the end of the implementation period, further as to the steps to be taken after project closure, the Project partners agree on the following activities and designate the following rights and duties within the Project partnership:
    - **project result to be sustained, activities to be performed by Obec Mužla**
    - **project result to be sustained, activities to be performed by Szivek Péter**
  8. In connection to the revenues generated after project closure, the Project partners – taking into account the provisions of Article 61 of the CPR - agree on the following rules:
    - **The Project won't generate any revenues after the project closure.**
  9. In case of purchase costs co-financed, the owners shall not substantially modify their respective project parts affecting its nature or its implementation conditions or giving to a firm or a public body an undue advantage; and resulting either from a change in the nature of ownership of an item of infrastructure or the cessation or relocation of a productive activity outside the programme area at least within five years of the final payment to the Lead Beneficiary, except where State aid rules provide for a different period.

## **Article 12**

### **Changes in the Project partnership**

1. Being aware of the fact that all changes in the Project partnership need an approval of the Monitoring Committee and that the Managing Authority is entitled to withdraw from the Subsidy contract if the number of Beneficiaries falls below the minimum number of partners, the Project partners agree not to abandon the Project unless there are unavoidable reasons for it.
2. In case a Project partner withdraws from the Project or is debarred from it, the remaining Project partners shall undertake to find a rapid and efficient solution to ensure further proper project implementation without any delay. Consequently, the Project partners shall endeavour to cover the contribution of the withdrawing Project partner, either by assuming its tasks by one or more of the remaining Project partners or by asking a new Project partner to join the Project partnership, regarding the respective programme provisions.
3. The Lead Beneficiary shall inform the Joint Secretariat and the Managing Authority as soon as changes in the Project partnership are foreseeable. The changes in the partnership enter into force only after approval by the Monitoring Committee.



4. The provisions set for audits in Article 9 remain applicable to the Project partners that backed out of the Project or were debarred from the Project.

### **Article 13**

#### **Irregularities and the repayment of funds**

1. If the Managing Authority should – based on the provisions of the Subsidy contract – request the repayment of EU contribution from the Lead Beneficiary, the latter shall call upon the Beneficiary that had caused the irregularity resulting in the repayment of the EU contribution unduly paid according to the request of the Managing Authority.
2. The Beneficiary in question has to repay the requested EU contribution together with the interests chargeable to the Lead Beneficiary.
3. The Beneficiary has to respect the deadline given by the Managing Authority to the Lead Beneficiary for the repayment of the EU contribution. The Beneficiary has to transfer the requested EU contribution together with the interests chargeable to the Lead Beneficiary **8** days before the deadline set for the Lead Beneficiary.

### **Article 14**

#### **Co-operation with third parties, assignment**

1. In case of co-operation with third parties (e.g. concluding sub-contracts) the Beneficiary shall remain the sole responsible toward the Lead Beneficiary concerning the compliance with its obligations as set out in the present Agreement. Any contracts with third parties will have to be concluded in accordance with EU and national legislation. No Project partner shall have the right to transfer its rights and obligations to third parties. The Lead Beneficiary shall be informed by the Beneficiary about the subject and party of any contract concluded with a third party.
2. In case of legal succession, e.g. when the Project partner changes its legal form, the Project partner is obliged to transfer all duties under this Agreement to the legal successor. The Beneficiary shall notify the Lead Beneficiary in written form within **8** days. The Lead Beneficiary shall notify the Joint Secretariat according to the provisions set out in the Subsidy contract.
- 3.

### **Article 15**

#### **Language**

1. The working language of the partnership shall be **Hungarian**. Any official internal document of the Project shall be made available in English.
2. Present Agreement is concluded in English. In case of translation of this Agreement and its annexes into another language the English version shall prevail.





## **Article 16**

### **Applicable law (liability and *force majeure*)**

1. Present Agreement is governed by the Slovak law, being the law of the Lead Beneficiary's country, being the law of the country of the Lead Beneficiary. Each Project partner shall be liable to the other Project partners and shall indemnify for any damages or costs resulting from the non-compliance of its contractual duties as set forth in this Agreement.
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 Project partner involved must announce this immediately in writing to the other Project partners.

## **Article 17**

### **Specific conditions**

1. Parties agree that certain activities of the Beneficiary {name of municipality} will be implemented by the mayor's office as being the executive organ of the Beneficiary in accordance with Article 41(1) and 41(2) of Act No. CLXXXIX of 2011 on Local Governments in Hungary as well as paragraph 1 of Article 6/C of Act No. CXCV of 2011 on Public Finance, so that the costs reimbursed by the mayor's office are eligible for support.

## **Article 18**

### **Concluding provisions**

1. Any amendments to this Agreement shall be in writing and shall be signed by all Parties.
2. In case of discrepancies between the Subsidy contract and this Partnership agreement, the Subsidy contract shall prevail.
3. Amendments and supplements to the present Agreement and any waiver of the requirement of the written form must be in written form and have to be indicated as such. The Lead Beneficiary shall notify the Joint Secretariat and the Managing Authority of any amendment or supplement to the present Agreement.
4. If any provision in this Agreement should be wholly or partly ineffective, the rest of the provisions remain binding for the Parties. In such cases the Parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.
5. The Parties commit themselves to take measures in order to ensure that all staff members carrying out work within the Project respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third parties or use it without prior written consent of the Lead Beneficiary and the Project partner that provided the information.



6. The Parties will make efforts to settle any disputes arising from this Agreement out of court. In case an agreement cannot be made in due time, the Parties herewith agree that **Okresný súd Nové Zámky** shall have competence to rule in all legal disputes arising from this Agreement.
7. **5** original copies will be made of this Agreement of which each Party keeps one original, while three originals are attached to the Subsidy contracts.
8. The Parties signing the Partnership 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 Lead Beneficiary:	Obec Mužla
Name and title of legally authorised representative:	Iván Farkas
Place, date (and stamp):	Mužla, 12. 11. 2019
Signature:	

Name of Beneficiary:	Péter Szivek
Name and title of legally authorised representative:	Péter Szivek
Place, date (and stamp):	Kesztölc, 12. 11. 2019 SZIVEK PÉTER
Signature:	



## Annexes to the Partnership agreement

Annex 1 – Details of the bank accounts to which the EU contribution of the Beneficiaries shall be transferred, data (IBAN number, SWIFT code of the account, name and address of bank) per Beneficiary.

Name of Beneficiary: **Obec Mužla**

IBAN account number	SK25 5600 0000 0009 0498 8007
SWIFT code	KOMA SK 2X
Bank name	Prina Banka Slovensko, a.s.
Bank address	Hodževa 11, 010 11 Žilina

Name of Beneficiary: **Péter Szivek**

IBAN account number	HU15 5860 0513 5810 2792 0000 0000
SWIFT code	DTBAHUHB
Bank name	DUNA TAKARÉK BANK
Bank address	9022 Győr, Árpád út 93.

