

**Building Partnership**



**Technical Assistance Subsidy Contract**

**TA Project ID: SK-HU-TA/07**

**Title of the TA Project: Establishment and operation of the Infopoint in Košice**

ADDENDUM No. 1 to TA SUBSIDY CONTRACT

for the implementation of the Technical Assistance Project  
No SK-HU-TA/07,  
within the  
Interreg V-A Slovakia-Hungary Cooperation Programme

The following Technical assistance subsidy contract (hereinafter referred to as the TA Contract) is concluded between the

**Széchenyi Programme Office Nonprofit LLC. hosting the Joint Secretariat** of the Interreg V-A Slovakia-Hungary Co-operation Programme (hereinafter referred to as 'JS') acting on behalf of the **Ministry of Foreign Affairs and Trade acting as Managing Authority** of the Programme (*formerly Prime Minister's Office of Hungary* hereinafter referred to as 'Managing Authority')

Address: 1053 Budapest, Szép utca. 2. sz. IV. em. Hungary  
Tax number: 18080313-2-41  
Represented by: Csilla Veres, *Silvester Holop*

and

on one hand,

**Košice Self-Governing Region acting as Infopoint of the Interreg V-A Slovakia-Hungary Cooperation Programme** (hereinafter referred to as the **TA Beneficiary**)

Address: Námestie Maratónu mieru 1, 042 66 Košice  
Tax number: 2021624924  
Represented by: *Ing. Rastislav Trnka*

hereinafter jointly referred to as the Parties,

on the other hand,

based on the following legal framework:

- REGULATION (EU, Euratom) 2018/1046 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012;
- Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 (hereinafter referred to as the 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;
- 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 Decision 2012/21/EU (notified under document C(2011) 9380) of 20 December 2011 on the application of Article 106(2) of the Treaty on the Functioning of the European Union to State aid in the form of public service compensation granted to certain undertakings entrusted with the operation of services of general economic interest;
- Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty.

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

- the Interreg V-A Slovakia-Hungary Cooperation Programme, approved by the European Commission on 30/09/2015 by Decision Ref No 2014TC16RFCB015 (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 TA Beneficiary;
- the TA manual for the Interreg V-A Slovakia-Hungary Cooperation Programme, laying down the programme specific rules for the implementation of the TA projects (hereinafter referred to as the TA manual);
- the relevant national level legislation governing the rules of public procurement procedures in Hungary and Slovakia;
- Description of the management and control system of Interreg V-A Slovakia-Hungary Cooperation Programme;
- Government Decree 126/2016. (VI.7.) on the implementation of programmes financed by the European Regional Development Fund and the Instrument for Pre-accession funds in connection with the European territorial co-operation in the 2014-2020 programming period.



## Preamble

The parties hereby declare that a contract (hereinafter referred to as: original contract) was concluded on 24/11/2017 between the TA Beneficiary and Joint Secretariat acting on behalf of the Managing Authority for the implementation of the Technical Assistance Project No SK-HU-TA/09 within the Interreg V-A Slovakia- Hungary Cooperation Programme.

Parties hereby agree that they modify their original contract starting from the date of signature by the last of both Parties by mutual consent in such a way that they repeal the original contract and its amendment, instead they accept the regulations of the present contract. (the modified and added regulations of the original contract will be in italics)

## Article 1 Subject of TA subsidy contract

1. In accordance with the decision of the Monitoring Committee, dated 29/07/2016 a Technical Assistance subsidy is granted to the TA Beneficiary from the European Regional Development Fund hereinafter referred to as the ERDF funding under the Programme for the implementation of the TA Project No **SK-HU-TA/07**' (hereinafter referred to as the TA Project).

Total project budget:	93,000.00 EUR say: ninety-three thousand euros
Maximum EU contribution ( <i>part of the subsidy</i> ):	79,050.00 EUR say: seventy-nine thousand fifty euros
Slovak foreign national contribution ( <i>part of the subsidy</i> ):	9,300.00 EUR say: nine thousand three hundred euros
Own contribution:	4,650.00 EUR say: four thousand six hundred and fifty euros

Financial source of the above EU contribution is the ERDF funding of the TA Projects (TA priority axis).

*The financial source of the above mentioned Slovak national contribution is the Budget of the Republic of Slovakia. The respective amount is subject of yearly transfer as stipulated in the Article 5 of the Memorandum of Understanding.*

2. Financed activities must be supported by the following documents:
  - a) TA budget of the Project approved by MC (Annex I)
  - b) Annually budget sheet of TA project (Annex II)
  - c) TA Project Report (Annex III)

3. As a general rule, the EU co-financing rates cannot exceed 85 per cent of the total eligible expenditures.
4. The maximum amount of EU contribution approved for the TA Project cannot be exceeded without decision of the Monitoring Committee.
5. Should the total eligible costs after the completion of the TA Project be lower than the budgeted amount, the above-mentioned EU *and Slovak national* contribution approved will be correspondingly reduced according to the maximum EU co-financing rate.
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.
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 TA Subsidy Contract.
8. In the frame of this TA Subsidy Contract, the following expenditures can be reimbursed:
  - a) staff costs;
  - b) office and administrative expenditure;
  - c) travel and accommodation costs;
  - d) external expertise and services costs;
  - e) equipment expenditure.

Recoverable VAT is not eligible for reimbursement. The TA Beneficiary declares that the organisation is not VAT reclaimer. Detailed rules for the eligibility of expenditure are set in the TA Manual.

## **Article 2**

### **Duration of the TA Project**

1. TA Project starting date:     **01.01.2016**
2. TA Project end date:         **31.12.2023**
3. The TA Project activities have to be carried out, finalised and paid, as well as project expenditure has to be incurred and paid within the project implementation period as defined by Articles 2.1 and 2.2 of this TA Subsidy Contract, and according to the TA Manual.



### Article 3 Object of use

1. The technical assistance of the Programme is aimed at improving and assuring proper programme implementation and at increasing the overall quality of the funded projects. The main task of the TA Beneficiary is
  - a) Project generation activity
    - support the project generation and development;
    - support the organisation of information seminars (after launching the calls) and the consultation days;
    - assist the process of project generation and filling out the application forms by the applicants;
  - b) Programme management activity
    - support organization of MC and participation in the meeting;
    - cooperate in the organization of partner search forums, info days, workshops, conferences, creation of databases etc. within the programme;
    - provide any information or document that is necessary for the management of the programme.
  - c) Information, consultancy
    - ensure the exchange of information on different project proposals;
    - provide consultancy and assistance in the elaboration of SK Lead Beneficiaries' (hereinafter referred to as LB) applications for reimbursement and LB project reports;
    - Support organization of Lead Beneficiaries' seminars after the projects are approved.
  - d) Monitoring of SK project parts
    - support the implementation of the relevant projects in order to ensure the spending obligations;
    - assist the JS and FLC on the spot checks.
  - e) Communication activities
    - contribute to information and publicity actions within the respective territory;
    - collecting and systematize information from newspapers, any electronic media of the respective territory about the programme, projects (information from bigger events) if possible;
    - preparation of database on projects under implementation for communication activities (project database at the internet etc.);
    - doing occasional translation tasks related to communication activities (e.g.: newsletters);
    - participating in opening, closing or main project conferences to get the story behind the projects for further publicity purposes.
  - f) Reporting activities
    - provide information needed for elaboration of Annual Implementation Reports;
    - provide information needed for elaboration any documents according to Evaluation Plan;
    - provide information for the JS about the spending of relevant projects in order to fulfil N+3 rule;
    - coordinate in advance all its activities to be reimbursed under TA with the JS and inform the JS about the achievements on monthly basis.
  - g) Reporting on TA
    - submit the financial reports including the list of eligible expenditures with supporting documentation on activities (e.g. invoices and/or accounting



documents of equivalent probative value) to the first level controllers in order to issue the declaration on validation of expenditure by the Ministry of Agriculture and Rural Development of SR;

- submit progress reports and applications for reimbursement in the given format to the JS.

TA Beneficiary has to respect and follow the programme and national level rules and procedures and the efficient use of funds. The EU and Slovak national contribution is ensured exclusively for the implementation of the TA Project as it is described in the TA Datasheet, and documents attached to the present TA Subsidy Contract as Annex I. The rules for the eligibility of expenditure are set in the TA Manual.

2. Only those expenditures qualify for the approved EU and Slovak national contribution according to Article 1.1 of this TA Subsidy Contract that consist exclusively of expenditures related to the technical assistance activities listed in the TA Datasheet approved by the Monitoring Committee. The rules for the eligibility of expenditure are set in the TA Manual. 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.

#### **Article 4**

#### **Reporting of TA funds at national level**

1. The TA Beneficiary has to submit Beneficiary report (hereinafter referred to as BR) containing the relevant information on progress of the TA project and the relevant expenditures paid in the reporting period together with the financial documentation to the national institution responsible for validation of TA cost (TA FLC) on a regular (half-yearly) basis in the IMIS 2014-2020 Monitoring System (hereinafter referred to as Monitoring System) at least 15 calendar days after each reporting period. The validation of expenditures is made by TA FLC at national level based on programme and national rules. After the validation process the TA FLC issue the Declaration on Validation of Expenditure (DoVE) containing the eligible cost. In case the Monitoring System is not ready to submit Beneficiary Reports by the submission deadline, the new deadline would be 60 calendar days upon the receipt of notification letter sent by the MA on the proper function of the system but not later than the deadline of submission of the next respective Beneficiary Report. The last BR has to be submitted no later than 30.04.2024.

#### **Article 5**

#### **Reporting of TA funds at programme level**

1. Based on DoVE, the TA Beneficiary has to submit the Project report (hereinafter referred to as PR) together with the Application for Reimbursement (hereinafter referred to as AfR) to the Joint Secretariat no later than 15 calendar days after the issue date of the DoVE. The first PR and AfR can be submitted to the JS after the launch of the Monitoring System and the operation of its financial module. In case of changing reporting periods, the TA Subsidy contract has to be modified. Last PR and AfR shall be submitted to the JS by 15<sup>th</sup> of June 2024 as the latest.



2. In case the Monitoring System is not ready to receive PR by the submission deadline, the new deadline would be 60 calendar days upon the receipt of notification letter sent by the MA on the proper function of the system but not later than the deadline of submission of the next respective Report.
3. The submitted AfR shall contain only validated expenditure and shall be supported by the Declarations on Validation of Expenditure issued by the institution responsible for the first level control of TA expenditures.
4. The language of reporting is English. The forms and tools of the PR, AfR and the Declaration on Validation of Expenditure are defined for the Programme and are obligatory to use. The TA Beneficiary has to complete and submit the PR and the AfR online through the Monitoring System. Further rules on reporting – including the documents to be submitted with the reports – are set in the TA manual.
5. The TA Beneficiary shall submit the AfR in EUR, based on the Declaration on Validation of Expenditure issued in EUR by the designated Control Body accompanied by the PR to the Joint Secretariat within maximum 15 calendar days from the date of launching the Declaration of Validation of Expenditure.
6. In case of n+3 decommitment resulting from underspending compared to the spending forecast, the Managing Authority after MC approval is entitled to decommit the TA Project by reducing the approved EU and Slovak national contribution.

In case of a decision on the decommitment of the TA Project, the Joint Secretariat initiates the amendment of the present TA Subsidy Contract.

7. The TA Beneficiary has to provide immediate information to the Joint Secretariat about circumstances which delay, hinder or make impossible the implementation of the TA Project, as well as about any circumstances which represent a change of the reimbursement conditions and frameworks as laid down in the present TA Subsidy Contract or which entitle the Managing Authority to reduce or demand repayment of the EU and Slovak national contribution entirely or in part. In case the TA Project cannot be implemented in line with the payment schedule specified in Annex II, the fact has to be reported to the Joint Secretariat. This reporting of underspending does not exempt for the possible n+3 decommitment.

#### **Article 6**

##### **Reimbursement of EU and Slovak national contribution to the TA Beneficiary**

1. The reimbursement of EU and Slovak national contribution to the TA Beneficiary will be initiated only after the verification and acceptance of the PR and of its annexes, the AfR and the Declaration on Validation of Expenditure.
2. The TA Beneficiary may be requested a completion of the PR and of the AfR during the verification process by the Joint Secretariat. After the second unsuccessful request/notice for completion, the PR and the AfR may be rejected. If the report contains ineligible expenditure, the Joint Secretariat is entitled to send it back to the TA Beneficiary or initiate irregularity procedure. In this case the TA Beneficiary shall re-submit the AfR to the Joint Secretariat.
3. Following the approval of the Final project report the financial closing of the Project can be initiated in order to calculate the exact amount of EU and Slovak national



contribution to be paid to the TA Project. Financial closing cannot be initiated in case other processes related to the TA Project are not closed such as irregularity and recovery procedures. After the final payment to the TA Beneficiary, the TA Project is considered closed. While the TA Project is considered closed, audits might be carried out, irregularity procedures and repayments can be initiated related to the TA Project.

4. The reimbursement of EU *and Slovak national* contribution will be authorised by the Certifying Authority. In case the EU *or Slovak national* 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 *or the transfer of the Slovak national contribution from Slovak National Authority* is credited to the programme single bank account.
5. For receiving the reimbursement of EU *and Slovak national* contribution and for the transfers of EU *and Slovak national* contribution, the TA Beneficiary has to have EUR bank account for financial transfers of the TA Project.
6. The EU *and Slovak national* contribution will be reimbursed in EUR exclusively and will be transferred to the following TA Project bank account indicated by the TA Beneficiary:

Account Holder:	Košice Self-Governing Region
Address of the Holder:	Námestie Maratónu mieru 1, 042 66 Košice
IBAN account number	SK29 8180 0000 0070 0018 6628
SWIFT code	SPSRSKBA
Bank name	Štátna pokladnica
Bank address	Radlinského 32, 810 05 Bratislava 15

7. The TA Beneficiary has to officially notify the Joint Secretariat in written form in case of a change of the bank account within 15 calendar days or with the submission of the AfR at the latest. In case the TA Beneficiary fails to properly inform the Joint Secretariat on the details of its bank account, all consequences, including those of financial nature, shall be borne by the TA Beneficiary.

#### **Article 7**

##### **Banning of double funding and conflict of interests and confidentiality**

1. The expenditures shall not be double funded by any other European and/or national funds.
2. The TA Beneficiary shall be responsible for ensuring the efficient implementation of the entire Project. To this end, the TA Beneficiary shall undertake to maintain separate accounting for project implementation purposes in a manner ensuring the identification of each financial operation within the TA Project.



3. The TA Beneficiary shall make sure that there are no conflicts of interest in the relation of Košice Self-Governing Region and its personnel with the potential or actual applicants and beneficiaries of the Programme, as well as any other parties benefiting from TA sources (service provider or supplier). In the present TA Subsidy Contract, the conflict of interests represents any circumstances that have affected or may affect the execution of the TA Subsidy Contract by the Parties, in an objective and impartial manner. The functions of the Infopoint must clearly be separated from other functions of the Košice Self-Governing Region in the organisational and decision-making structure.
4. The Parties take upon themselves to take all necessary measures in order to avoid any conflict of interests and to keep each other informed in up to 5 (five) working days from finding out, on any circumstances that have generated or may generate such a conflict.
5. The Parties agree to hold in trust and confidence any information or documents ("confidential information") disclosed to them or discovered by them or prepared by them in the framework of this contract with special regards to confidential information on individual applications or projects; and agree that it shall be used only for the described purposes and shall not be disclosed to any third party. Confidential information shall not be disclosed to any employee or expert unless they agree to execute and be bound by the terms of this TA Contract.

#### **Article 8 Procurement rules**

1. TA Beneficiary has to respect and follow the programme level eligibility rules and procedures and the efficient use of funds as described in the TA Manual. If member states apply stricter rules regarding public procurement than described in present TA Manual then national legislation should be followed.

#### **Article 9 Information and publicity**

1. The TA Beneficiary 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 Programme, furthermore it undertakes to ensure the adequate promotion of the TA Project.
2. 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 of the TA Project;
  - b) the name and contact details of the TA Beneficiary;
  - c) the amount of subsidy and the EU co-financing rate;
  - d) the purpose of the EU contribution;
  - e) the geographical location of the TA Project;
  - f) project results, evaluations, summaries and documents prepared;
  - g) other information about the TA Project, if considered relevant.
3. The TA Beneficiary shall ensure the proper means of communication between the TA Project and the Programme, including:



- a) participation, whenever requested, in TA 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 TA Project results and creating synergies with other TA Projects and relevant organisations;
- c) providing a visible link on the TA Beneficiary's web site (if any) to the Programme website [www.skhu.eu](http://www.skhu.eu).

#### **Article 10**

##### **Amendments to the TA Subsidy Contract and other project changes**

1. The TA Beneficiary has to request the modification of the TA Subsidy Contract in case of substantial changes in the TA Project which are the following:
  - a) changes in activities (either introducing new or replacing the original ones);
  - b) budget reallocation between expenditure categories taking into account the total amounts of the main budget lines of the TA project.
2. The request for modification of the TA Datasheet has to be submitted by the TA Beneficiary to the JS in a written version.
3. Modifications of the TA Subsidy Contract cannot affect the basic purpose of the TA Project as approved by the Monitoring Committee.
4. The TA Manual in force contains the other rules regarding the modifications.
5. However, the TA Beneficiary has to submit the first draft of an updated budget sheet (Annex II) with justification on a yearly basis by 28<sup>th</sup> February to the JS via official letter. This budget has to contain the adjusted amounts of expenditure categories taking into consideration the reported and approved expenditures. The updated document shall be approved within 30 days. If a reallocation needed between expenditure categories without modification of the main budget lines of the TA project (e.g.: reallocation between calendar years within a budget line; reallocation between expenditure categories within a year; reallocation between calendar years and expenditure categories) the TA Beneficiary has to submit an updated budget sheet (Annex II) with justification to the JS via official letter.
6. After the approval of the request, the JS has to modify the relevant data in the Monitoring System.
7. The Addendum to the TA Subsidy 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.
8. Other changes in the TA Project than listed in Article 10.1 and 10.4. will not require TA Subsidy Contract modification, but the TA Beneficiary has to notify the Joint Secretariat in a written form providing description and justification of a change. The change is approved once the TA Beneficiary receives a confirmation from the Joint Secretariat that the project change is accepted.



**Article 11**  
**Assignment, legal succession**

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

**Article 12**  
**Audit rights**

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 TA Beneficiary or to arrange for such an audit to be carried out by authorised persons.
2. The TA Beneficiary shall produce all documents required for the audit, provide necessary information and give access to its premises. The TA Beneficiary is obliged to retain for audit purposes all files, documents and data about the TA Project until the Programme is closed by the EU Commission
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 TA Project from a professional and financial point of view, at the premises of the TA Beneficiary. TA Beneficiary shall be informed about the date of the monitoring visit 5 days prior to the planned visit.
4. The TA Beneficiary must ensure the observation of the recommendations received after an audit, otherwise the Managing Authority has the right to terminate the TA Contract.

**Article 13**  
**Irregularities**

1. In case of irregularities identified during project implementation the Managing Authority reserves the right to claim the repayment of the EU *and Slovak national* contribution in full or in part from the TA Beneficiary.
2. Based on the above, the TA Beneficiary is always responsible for securing the repayment of the EU *and Slovak national* contribution unduly paid to the TA Project.



#### Article 14

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

1. The Managing Authority is entitled to withdraw from the present TA Subsidy Contract and to demand the repayment of the EU *and Slovak national* contribution in full or in part if:
  - a) the TA Beneficiary has obtained the EU *and Slovak national* 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) the TA Beneficiary becomes insolvent or subject to bankruptcy proceedings; or if
  - c) 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
  - d) in case of identified irregularities; or if
  - e) the TA Beneficiary fails to fulfil a condition or an obligation resulting from the present TA Subsidy Contract, in particular if
    - a. despite written warning of the JS the Beneficiary is seriously underperforming its tasks or the performance does not meet legal, other professional standards or rules of procedures;
    - b. the TA Beneficiary breaches obligations of confidentiality;
    - c. obligation for providing data and information has been violated;
    - d. the TA Beneficiary fails to submit a Project report and Application for Reimbursement within the reporting deadline;
  - e. 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
  - f. the TA Beneficiary has impeded or prevented the auditing of the TA Project or failed to retain the project documentation as referred to in Article 12; or if
  - g. the EU *and Slovak national* contribution has been partially or entirely misapplied for purposes other than those agreed upon; or if
  - h. it has been impossible to verify that the Final project report is correct and thus the eligibility of the TA Project for funding from the Programme cannot be verified.
2. If the Managing Authority sends a request for repayment for the amount of EU *and Slovak national* contribution paid unduly and the corresponding interest chargeable, the TA Beneficiary has to repay the amount specified by the Managing Authority before the due date
3. The repayment by the TA Beneficiary is due within one month following the receipt date of the request for repayment. If the Managing Authority establishes a corresponding interest, then 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.
4. In case of any delay in the repayment, the EU contribution 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 first working day of the month in which the due date falls.



5. EU and Slovak national contribution repayment obligation of the TA Beneficiary has to be fulfilled to the programme single bank account No. HU 83 - 10004885 - 10008016 - 10305038 held by the Certifying Authority. For identification on the transfer order *all necessary data* should be indicated as mentioned in the repayment request.
6. The Joint Secretariat has the right to recover the amounts specified in the request for repayment by deducting them from the Application for Reimbursement submitted by the TA Beneficiary.
7. If the JS exercises its right of withdrawal, offsetting by the TA Beneficiary is excluded unless its claim is undisputed or recognised by declaratory judgement.
8. The TA Beneficiary is entitled to exercise the right of withdrawal if the implementation of the TA Project becomes impossible due to circumstances independent from the TA Beneficiary. In this case, the TA Beneficiary shall repay the whole amount of EU and Slovak national contribution reimbursed together with the interest chargeable within two months from the date of notifying the Managing Authority on the withdrawal from the TA Subsidy Contract. The rate of interest shall be the rate applied by the European Central Bank in its main refinancing operations on the date of the withdrawal is the date of receipt of the written withdrawal note by the JS.
9. The Managing Authority may decide to suspend the reimbursement of the EU and Slovak national contribution if the Slovak national contribution is not transferred by the Slovak National Authority to the MA as laid provisions laid down in the Memorandum of Understanding. The TA Beneficiary shall be informed on the suspension.

#### **Article 15** **Ownership/use of results**

1. Ownership, title and industrial and intellectual property rights in the outputs of the TA Project and the reports and other documents relating to it shall vest in the TA Beneficiary. Leasing, handing over/selling or transferring the rights of use of the outputs of the TA 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.



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

1. If any provision in the present TA Subsidy Contract should be entirely or partly ineffective, the remaining provisions remain binding for the Parties. The Parties to the TA Contract undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective provision.
2. Amendments and supplements to the present TA Subsidy Contract must be in written form.
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:

Address: Széchenyi Programme Office Non-profit LLC Joint Secretariat of V-A  
Slovakia- Hungary Cross-border Co-operation Programme  
H-1053 Budapest, Szép utca 2.

Name of the contact person: Bella Balázs  
email address: bbalazsy@skhu.eu  
Telephone number: +36 1 457 5520

4. All correspondence with the TA Beneficiary under the present Contract must be in English language and has to be sent to the following address:

Address of the TA Beneficiary: Košice Self-Governing Region  
Námestie Maratónu mieru 1, 042 66 Košice  
Name of contact person: Ing. Tünde Erényi  
E-mail address: tunde.erenyi@vucke.sk  
Telephone number: + 421 55 6196 664

5. The present TA Subsidy Contract is concluded in English language. In case of translation of the present TA Contract and of its annexes into another language, the English version shall prevail.
6. The annexes to this TA Subsidy Contract are binding and form an integral part of the TA Contract.
7. The present TA Subsidy Contract is governed by Hungarian law and all matters not regulated in the TA 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 TA 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 TA Subsidy Contract shall be settled by the responsible Court based on Hungarian legislation. The Parties submit all their disputes arising out of or in connection with this TA Contract to the exclusive jurisdiction of the Courts of Hungary.

8. The present TA Subsidy Contract is signed in five original copies of which one remains at the TA Beneficiary and four original copies are to be returned to the



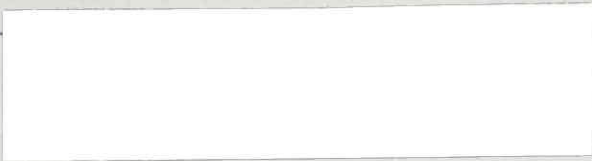
Joint Secretariat (1-1 copy will be sent to the Managing Authority and to the National Authority).

9. The TA Subsidy Contract enters into force on the date of signature by the last of both Parties.
10. The present TA Subsidy Contract shall remain in force until the TA Beneficiary has discharged in full its obligations arising from the TA Subsidy Contract towards the Joint Secretariat.

Place and date:

KOŠICE, 19/10/2020

TA Beneficiary  
represented by



*Ing. Rastislav Trnka*

Chairman of Košice Self-Governing  
Region



Place and date:

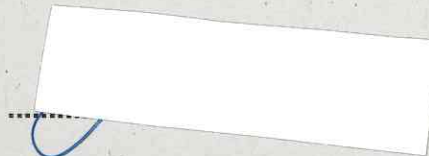
BUDAPEST, 16/07/2020

on behalf of the Managing Authority  
Széchenyi Programme Office Non-profit LLC  
acting as hosting body of the Joint  
Secretariat



*Csilla Veres*

Head of Joint Secretariat



*Silvester Holop*

Deputy head of Joint Secretariat

1. Annexes of the TA Contract
  - a) Annex I: approved and signed TA Datasheet (containing the indicative TA budget for the whole period).
  - b) Annex II: Annual budget sheet of TA project
  - c) Annex III: Template for TA Project Report