

**AMENDMENT NR 1 OF FINANCING AGREEMENT**

**(on the Branch Office establishment and operation  
under the Hungary – Slovakia – Romania – Ukraine European Neighbourhood  
Instrument Cross-border Cooperation Programme 2014-2020**

which was concluded by and between

**Széchenyi Programme Office Consulting and Service Nonprofit Limited Liability Company** (hereinafter referred to as SZPO) (H-1053 Budapest, Szép str. 2. 4. floor) hosting the Joint Technical Secretariat of the Hungary – Slovakia – Romania – Ukraine ENI CBC Programme (hereinafter referred to as “JTS”) represented by Áron László Szakács, managing director and head of JTS, HU-SK-RO-UA JTS

on the one hand, and

**Košice Self Governing Region hosting the Branch Office** (registered office: Námestie Maratónu mieru 1, 042 66 Košice) represented by Ing. Ratislav Trnka, President (hereinafter referred to as „the organisation hosting the Branch Office”) on the other hand

(SZPO and the organisation hosting the Branch Office hereinafter jointly referred to as: “**Parties**”)

have agreed in line with the respective national legislations as follows:

**RECITALS**

WHEREAS, a financing agreement ***on financing costs and expenses of the person designated to perform the tasks of the Branch Office*** (hereinafter referred to as “Financing Agreement”) concluded between SZPO and the organisation hosting the Branch Office entered into force **on 1st July, 2018**.

WHEREAS, Parties hereby confirm that by 1st November, 2021, SZPO – in accordance with the provisions of Article 3 of the Financing Agreement – transferred the following amount to the Branch Office: **37 309,44 EUR**.

NOW, THEREFORE, Parties hereby agree to amend the Financing Agreement by mutual consent as follows.

**AMENDMENT OF THE FINANCING AGREEMENT**

1. Parties hereby agree by mutual consent that *section 3.2 of Article 3* (Financial Provisions) of the Financing Agreement shall be amended as follows (***the amendments underlined and indicated in bold italics***):

The institution hosting the JTS undertakes to finance a maximum of ***51 750 EUR*** for the entire period in accordance with the Technical Assistance Data Sheet (annex I) approved by the Joint Monitoring Committee on ***18.12.2020***. The organisation hosting the Branch Office is entitled to receive maximum 80 % of pre-financing.

Széchenyi Programiroda Nonprofit Kft.  
1053 Budapest, Szép u. 2. IV. em.  
[info@szpi.hu](mailto:info@szpi.hu) [www.szpi.hu](http://www.szpi.hu)

**SZÉCHENYI 2020**

MAGYARORSZÁG  
KORMÁNYA

Európai Unió  
Európai Strukturális  
és Beruházási Alapok



**BEFEKTETÉS A JÖVŐBE**

## **AGREEMENT OF THE PARTIES**

2. Parties hereby confirm that SZPO overpaid the pre-financing amount of **2562,27 EUR** to the organisation hosting the Branch Office for the years 2018, 2019 and 2020. Therefore, based on section 3.6. of the Financing Agreement in respect of the year of 2022, Parties hereby agree that the overpaid amount above shall be set off against the amount SZPO is obligated to transfer pursuant to section 3.5.2 of Article 3 of the Financing Agreement.  
Accordingly, Parties hereby agree that SZPO shall transfer the amount of **6637,73 EUR** as 80% pre-financing not later than 15<sup>th</sup> January, 2022.
3. With respect to section 2 above, Parties confirm that the amount of the remaining 20% - pursuant to section 3.9 of Article 3 of the Financial Agreement – can be maximum 2300 EUR each for the years of 2021 and 2022 based on the amount reported by the Branch office and accepted by the Auditors and shall be transferred to the organisation hosting the Branch Office as set out by the provisions section 3.9 of Article 3 of the Financial Agreement.

## **FINAL PROVISIONS**

4. Parties hereby confirm that after fulfilling the tasks mentioned above they do not have any financial claim or other demand towards each other.
5. This present amendment shall enter into force on the date it is signed by the last party.
6. The provisions of the Financing Agreement not affected by the present amendment shall remain in force with unamended content.

Done in five originals in English, two originals to be handed to the organisation hosting the Branch Office and three originals to SZPO.

Place and date: Košice, ....November 2021

Budapest, ....November 2021

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**Ing. Rastislav Trnka**  
president  
**Košice Self-Governing Region**  
  
representative of Branch Office

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**Áron Szakács**  
managing director and head of JTS,  
**HU-SK-RO-UA JTS**  
  
Széchenyi Programme Office Nonprofit  
LLC