



SUBSIDY CONTRACT

for the EU contribution

Application form ID:

SKHU/1802/3.1/038

Project acronym:

CCP

Project title:

Cooperation and coordination - "JOBS TAPE"

Interreg V-A Slovakia-Hungary
Cooperation Programme

SUBSIDY CONTRACT

for the implementation of the

Project No: SKHU/1802/3.1/038,
with acronym: CCP

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

Regionálna rozvojová agentúra pre rozvoj regiónu Stredného Poiplia

Address: 99001 Veľký Krtíš, Nám. A.H. Škultétyho 1, Slovakia

Tax number: 2021730733

Represented by: Ms. Mária Lőrincz, director
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;

(1) Article
Award of subsidy

- 1.1. In accordance with the decision of the Monitoring Committee, dated 04 April 2017, 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/1802/3.1/038' with the acronym 'CCP' entitled 'Cooperation and coordination - "JOBS TAPE"' (hereinafter referred to as the Project).

110 507,55 EUR

Maximum EU contribution awarded: say: one hundred and ten thousand and five hundred seven euros and fifty five cents

Total project budget: 130,008.89 EUR
(including Lead Beneficiary and the other Beneficiaries) say: one hundred and thirty thousand and eight and eighty nine cents

- 1.2. If the subsidy to be received for the implementation of the project is affected by State aid, detailed rules can be found in Annex IV.
- 1.3. The EU co-financing rates per Beneficiary (including the Lead Beneficiary) are set in Annex I of the Contract. As a general rule, the EU co-financing rates per Beneficiary (including the Lead Beneficiary) cannot exceed 85 per cent of the total eligible expenditures.
- 1.4. The maximum amount of EU contribution awarded for the Project cannot be exceeded without decision of the Monitoring Committee.
- 1.5. Should the total eligible costs after the completion of the Project is lower than the budgeted amount, the above-mentioned EU contribution awarded under the Programme will be correspondingly reduced according to the EU co-financing rates per Project partners set in Annex I.
- 1.6. Reimbursement of the EU contribution is under the condition that the European Commission makes the funds available to the above-described extent and the Memorandum of Understanding signed by the two Member States is in force.
- 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: 01/07/2019
- 2.2. Project end date: 30/06/2023



can be requested only for the next reporting deadline to the reporting period concerned, with the exception of preparation costs. Preparation costs can be requested only in the first reporting period. In other case the decision of the Monitoring Committee is needed.

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

	Reporting period	Deadline for submission of the Project reports and Applications for Reimbursement	Indicative spending forecast of ERDF contribution
1	01/07/2019 - 31/10/2019	29/01/2020	8 755,00
2	01/11/2019 - 29/02/2020	29/05/2020	8 415,00
3	01/03/2020 - 30/06/2020	28/09/2020	11 305,00
4	01/07/2020 - 31/10/2020	29/01/2021	7 735,00
5	01/11/2020 - 28/02/2021	29/05/2021	7 990,00
6	01/03/2021 - 30/06/2021	28/09/2021	7 735,00
7	01/07/2021 - 31/10/2021	29/01/2022	8 840,00
8	01/11/2021 - 28/02/2022	29/05/2022	7 735,00
9	01/03/2022 - 30/06/2022	28/09/2022	8 755,00
10	01/07/2022 - 31/10/2022	29/01/2023	8 245,00
11	01/11/2022 - 28/02/2023	29/05/2023	12 835,00
12	01/03/2023 - 30/06/2023	28/09/2023	12 162,55
Total			110 507,55

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



- 5.2. The Lead Beneficiary may be requested a completion of the Report and of the Application for Reimbursement during the verification process by the Joint Secretariat. After the second unsuccessful request/notice for completion, the Report and the Application for Reimbursement may be rejected. If the Report contains ineligible expenditure, the Joint Secretariat is entitled to send it back to the Lead Beneficiary or initiate irregularity procedure. In this case the Lead Beneficiary shall re-submit the Application for Reimbursement to the Joint Secretariat. In case the Final project report and the Application for Reimbursement are rejected, the Lead Beneficiary shall be informed about the possible/applied sanctions (e.g. suspension of the last payment, repayment of subsidy, withdrawal from the Contract).
- 5.3. Following the approval of the Final project report the Joint Secretariat initiates the financial closing of the Project in order to calculate the exact amount of EU contribution to be paid to the Project. Financial closing cannot be initiated in case other processes related to the Project are not closed such as irregularity and recovery procedures. After the final payment to the Lead Beneficiary, the Project is considered closed. While the Project is considered closed, audits might be carried out during the programme period and/or within the timeframe stipulated in Article 140(1) of the CPR and further detailed in the Beneficiary's manual. During this period, irregularity procedures and repayments can be initiated related to the Project.
- 5.4. The reimbursement of EU contribution will be authorised by the Certifying Authority. In case the EU contribution balance of the programme single bank account handled by the Certifying Authority does not cover the amount to be reimbursed, the reimbursement process will be suspended until the transfer of the EU contribution from the European Commission is credited to the programme single bank account.
- 5.5. For receiving the reimbursement of EU contribution and for the transfers of EU contribution to the Beneficiaries, the Lead Beneficiary has to open a separate EUR bank account exclusively for the Project.
- 5.6. The EU contribution will be reimbursed in EUR exclusively and will be transferred to the following separate project EUR bank account indicated by the Lead Beneficiary:

IBAN account number:	SK96 5200 0000 0000 0812 2854
SWIFT code:	OTPVKSBX
Bank name:	OTP Banka Slovensko, a.s.
Bank address:	Štúrova 5, 813 54 Bratislava, Slovakia

- 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



(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

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.

Place and date: <i>VECKES LRTT5, 22.10.2019</i>	Place and date: <i>Budapest, 10/10/2019</i>
Lead Beneficiary represented by	Managing Authority represented by
.....
Mária Lőrincz Director	<i>65-1</i> Nikoletta Horváth Deputy Head of the Managing Authority

