

GRANT CONTRACT
- EXTERNAL ACTIONS OF THE EUROPEAN UNION -

HUSKROUA ENI CBC Programme

HUSKROUA/1901/3.1/0003

The Ministry of Foreign Affairs and Trade (Bem rakpart 47., 1027, Budapest, Hungary) acting as the Managing Authority for the Hungary-Slovakia-Romania-Ukraine ENI Cross-border Cooperation Programme 2014-2020 (hereinafter referred to as **Managing Authority**)

of the one part,

and

Liptovska Teplicka

Public organisation

2021212677

Slovakia, 05940, Liptovská Teplica, Štefana Garaja Street 398/16,

(hereinafter referred to as **Lead Beneficiary**)

of the other part,

(hereinafter collectively referred to as the **Parties**)

have agreed as follows:

PREAMBLE

The Lead Beneficiary assures that the Project is implemented and managed in accordance with the provisions of this Grant Contract (hereinafter referred to as **Contract**), with the relevant EU legislation and horizontal policies of the EU in force, with the applicable national legislation and with all instructions set out in the project implementation manual of the Programme.

The Contract is concluded on the basis of the following legal provisions:

- Commission Implementing Decision of 8 October 2014 adopting a programming document for European Union support to ENI Cross-Border Cooperation for the period 2014-2020 (hereinafter referred to as Programming Document)
- Regulation (EU) No 232/2014 of the European Parliament and of the Council of 11 March 2014 establishing a European Neighbourhood Instrument (hereinafter referred to as ENI Regulation);
- Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action (hereinafter referred to as ENI CIR);
- Commission Implementing Regulation (EU) No 897/2014 of 18 August 2014 laying down specific provisions for the implementation of cross-border cooperation programmes financed under Regulation (EU) No 232/2014 of the European Parliament and the Council establishing a European Neighbourhood Instrument (hereinafter referred to as ENI CBC IR);
- Commission Implementing Regulation (EU) 2020/879 of 23 June 2020 amending Implementing Regulation (EU) No 897/2014 as regards specific provisions to align the provisions for the

implementation of cross-border cooperation programs financed under the European Neighborhood Instrument with specific measures in response to the COVID-19 pandemic

- Regulation (EU) 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, 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;
- Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests – with reference to Article 5;
- Commission Implementing Decision of 17 December 2015 number C(2015) 9180 adopting the Hungary-Slovakia-Romania-Ukraine ENI Cross-Border Cooperation Programme 2014-2020 (hereinafter referred to as JOP);
- National rules applicable to the Lead Beneficiary and its Beneficiaries;
- Decree no. 554 of the Cabinet of Ministers of Ukraine of 11 July 2018;
- State Aid applicable rules;
- Guidelines for Applicants;
- ENI CBC Financing Agreement of 19 December 2016 concluded between the European Commission and Ukraine;
- Memorandum of Understanding concluded between Hungary and the Member States participating in the Programme;
- Project implementation manual of the Programme.

ARTICLE 1 – PURPOSE

- 1.1. The purpose of this Contract is the award of a grant by the Joint Monitoring Committee for the implementation of the Project entitled: **The Ancestors Journey** ("the Project") described in Annex I. The grant is financed from the European Neighbourhood Instrument in the framework of the cross-border cooperation programme Hungary-Slovakia-Romania-Ukraine 2014-2020.
- 1.2. The Lead Beneficiary shall be awarded the grant on the terms and conditions set out in this Contract, which consists of these conditions and the annexes, which the Lead Beneficiary hereby declares it has noted and accepted.
- 1.3. The Contract is signed in accordance with the decision of the Joint Monitoring Committee from **18.11.2020** to award a grant to the Project.
- 1.4. The Lead Beneficiary accepts the grant and undertakes to carry out the Project under its own responsibility.
- 1.5. The Lead Beneficiary and the Managing Authority are the only parties to this Contract.

ARTICLE 2 – IMPLEMENTATION PERIOD OF THE PROJECT

- 2.1 This Contract shall enter into force when both Parties signs. The Lead Beneficiary undertakes to sign the contract within 30 days from the date of its reception from the Managing Authority.
- 2.2 Implementation of the Project shall begin on the following date: **01.07.2021**

- 2.3 The Project's implementation period, as laid down in the Description of the Project, annexed to this contract (Annex I), is **24 months**.
- 2.4 The execution period of this Contract shall end at the moment when final payment is paid by the Managing Authority and, in any event, at the latest 12 months after the end of the implementation period as stipulated in Article 2.3 unless postponed in accordance with Article 17.15.

ARTICLE 3 – FINANCING OF THE PROJECT

- 3.1 The total cost of the Project is estimated at **644 572,50 EURO**, as set out in the Budget of the Project, annexed to this Contract (Annex II).
- 3.2 The Managing Authority undertakes to finance a maximum of **580 115,24 EURO**, equivalent to 90,00% of the estimated total eligible cost of the Project.; the final amount of the eligible costs shall be established in accordance with Articles 10 and 3.5 of this Contract.
- 3.3 Pursuant to Article 10.5, **2,00% (maximum 2%)** of the final amount of direct eligible costs of the Project without investments and works established in accordance with Article 10, may be claimed by the Lead Beneficiary as indirect costs in the form of flat rate financing.
- 3.4 Pursuant to Article 10, the Regulation under which this Contract is financed authorises payment of taxes, including VAT, in the case the Lead Beneficiary can show it cannot reclaim them.
- 3.5 The grant may not exceed the maximum ceiling in Article 3.2 of the Contract either in terms of the absolute value or the percentage stated therein.

If the eligible costs of the Project at the end of the Project are less than the estimated eligible costs as referred to in Article 3.1 of the Contract, the grant shall be limited to the aggregated amount verified in accordance with Art. 6.7 of this Contract for each Beneficiary.

- 3.6 In addition and without prejudice to its right to terminate this Contract pursuant to Article 17, if the Project is implemented poorly or partially - and therefore not in accordance with the Description of the Project in Annex I - or late, the Managing Authority may, by a duly reasoned decision and after allowing the Lead Beneficiary to submit its observations, reduce the initial grant in line with the actual implementation of the Project and in accordance with the terms of this Contract. This applies as well with regards to the compliance with the visibility obligations set out in Article 19.

ARTICLE 4 – GENERAL OBLIGATIONS AND LIABILITIES

- 4.1 This Contract and the payments attached to it may not be assigned to a third party in any manner whatsoever without the prior written consent of the Joint Monitoring Committee.
- 4.2 The Lead Beneficiary shall act in partnership with one or more project Partners (**Beneficiaries**) identified in the Description of the Project. Beneficiaries take part in the implementation of the Project, and the costs they incur are eligible in the same way as those incurred by the Lead Beneficiary. With the exception of infrastructure costs, project Beneficiaries may subcontract a limited portion of the project however the bulk of the activities identified in the Description of the Project must be implemented by the Lead Beneficiary and its Beneficiaries.
- 4.3 The Lead Beneficiary alone shall be accountable to the Managing Authority for the implementation of the Project. It shall undertake that the conditions applicable to it under Articles 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 17.11-23 shall also apply to its Project Beneficiary(ies) (hereinafter referred to as Beneficiary). **In particular, the Lead Beneficiary should undertake that the conditions applicable to it under Article 14 on the recovery procedure by the EU Member States and Ukraine and the European Commission shall also apply to its Project Beneficiary(ies) (Beneficiary).** It shall include provisions to that effect as appropriate in its contracts with them. The level of responsibilities shall appropriately and clearly be laid down in the relevant Partnership Agreement.

- 4.4 The Lead Beneficiary is liable towards the Managing Authority for ensuring that all its Beneficiaries fulfil their obligations under this Project. It is also liable towards the Managing Authority for any breach of obligations under this Project by its Beneficiaries in the same way as for its own conduct.
- 4.5 The Managing Authority and the Joint Technical Secretariat cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Lead Beneficiary and Beneficiaries while the Project is being carried out or as a consequence of the Project. The Managing Authority and the Joint Technical Secretariat cannot, therefore, accept any claim for compensation or increases in payment in connection with such damage or injury.
- 4.6 The Lead Beneficiary shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the Project is being carried out or as a consequence of the Project. The Lead Beneficiary shall discharge the Managing Authority/Joint Technical Secretariat of all liability arising from any claim or project brought as a result of an infringement of rules or regulations by the Lead Beneficiary or the Lead Beneficiary's employees or individuals for whom those employees are responsible, or as a result of violation of a third party's rights. For the purpose of Article 3 of this Contract employees of the Lead Beneficiary shall be considered third parties.

ARTICLE 5 – ROLE OF THE LEAD BENEFICIARY

The Lead Beneficiary shall:

- a) monitor that the Project is implemented in accordance with this Contract and ensure coordination with all Beneficiaries in the implementation of the Project;
- b) be the intermediary for all communications between the Beneficiaries and the Managing Authority/Joint Technical Secretariat;
- c) be responsible for supplying all documents and information to the Managing Authority/Joint Technical Secretariat which may be required under this Contract, in particular in relation to the reports and the requests for payment. Where information from the Beneficiaries is required, the Lead Beneficiary shall be responsible for obtaining, verifying and consolidating this information before passing it on to the Managing Authority/Joint Technical Secretariat.

Any information given, as well as any request made by the Lead Beneficiary to the Managing Authority/Joint Technical Secretariat, shall be deemed to have been given in agreement with all Beneficiaries;

- d) inform the Managing Authority/Joint Technical Secretariat of any event likely to significantly affect or delay the implementation of the Project;
- e) inform the Managing Authority/Joint Technical Secretariat of any change in the legal, financial, technical, organisational or ownership situation of the Lead Beneficiary/Beneficiaries, as well as, of any change in the name, address or legal representative of the Lead Beneficiary/Beneficiaries;
- f) be responsible in the event of audits, checks, monitoring or evaluations, as described in Article 11 for providing all the necessary documents, including the accounts of the Beneficiaries, copies of the most relevant supporting documents and signed copies of any contract concluded according to Article 15;
- g) have full financial responsibility for ensuring that the Project is implemented in accordance with this Contract;
- h) establish the payment requests in accordance with the Contract;

- i) be the sole recipient, on behalf of all of the Beneficiaries, of the payments of the Managing Authority. The Lead Beneficiary shall ensure that the appropriate payments are then made to the Beneficiaries without unjustified delay;
- j) not delegate any, or part of, these tasks to the Beneficiaries or other entities.

ARTICLE 6 – NARRATIVE AND FINANCIAL REPORTING

- 6.1 Narrative and financial reports shall be produced in support of payment requests, in compliance with Article 7.2 of this Contract.
- 6.2 The Lead Beneficiary shall provide the Joint Technical Secretariat with all required information on the implementation of the Project. The report shall describe the implementation of the Project according to the activities envisaged, difficulties encountered and measures taken to overcome problems, eventual changes introduced, as well as the degree of achievement of its results (outcomes and outputs) as measured by corresponding indicators. The report shall be laid out in such a way as to allow monitoring of the objective(s) and results, the implementation progress of foreseen activities, the means envisaged or employed and the budget details for the Project. The level of detail in any report should match that of the Description of the Project and of the Budget for the Project. The Lead Beneficiary shall collect all the necessary information and draw up consolidated interim and final reports. These reports shall:
- a) cover the Project as a whole, regardless of which part of it is financed by the Managing Authority;
 - b) consist of a narrative and a financial section drafted using the templates provided by the Managing Authority;
 - c) provide a full account of all aspects of the Project's implementation for the period covered, including in case of simplified cost options the qualitative and quantitative information needed to demonstrate the fulfilment of the conditions for reimbursement established in this Contract;
 - d) include the current results within an updated table based on the logical framework matrix including the results achieved by the Project (outcomes and outputs) as measured by their corresponding indicators; agreed baselines and targets, and relevant sources of verification;
 - e) determine if the intervention logic is still valid and propose any relevant modification including regarding the logical framework matrix;
 - f) determine if the budget and financial plan is still valid and propose any relevant modification;
 - g) be drafted in the currency and language of this Contract;
 - h) include any update on the activity and time plan, communication plan and procurement plan;
 - i) include any relevant reports, publications, press releases and updates related to the Project.
- 6.3 Additionally, the final report shall:
- a) cover any period not covered by the previous reports;
 - b) include the proofs of the transfers of ownership as referred to in Article 12
- 6.4 The Managing Authority/Joint Technical Secretariat may request additional information at any time. The Lead Beneficiary shall provide this information within 30 days of the request, in the language of the Contract.

- 6.5 If the Lead Beneficiary fails to provide any report or fails to provide any additional information requested by the Joint Technical Secretariat within the set deadline without an acceptable and written explanation of the reasons, the Managing Authority may terminate this Contract according to Article 17.12(a) and (f) and may request full or partial repayment of amounts unduly paid for the Project in accordance with last paragraph of Article 17.17.
- 6.6 Reports shall be submitted in Euro, and may be drawn from financial statements denominated in other currencies, on the basis of the Lead Beneficiary's applicable legislation and applicable accounting standards. In such case and for the purpose of reporting, conversion into the currency set in the Contract shall be made using the rate monthly accounting exchange rate of the Commission of the month during which the expenditure was submitted for examination in view of the expenditure and revenue verification report in accordance with Article 32(1) of the ENI CBC IR.

Unless otherwise provided for in the Contract, costs incurred in other currencies than the one used in the Lead Beneficiary's accounts for the Project shall be converted according to its usual accounting practices, provided they respect the following basic requirements:

- (i) they are written down as an accounting rule, i.e. they are a standard practice of the Lead Beneficiary,
- (ii) they are applied consistently,
- (iii) they give equal treatment to all types of transactions and funding sources,
- (iv) the system can be demonstrated and the exchange rates are easily accessible for verifications

In the event of an exceptional exchange-rate fluctuation, the Parties shall consult each other with a view to amending the Project in order to lessen the impact of such a fluctuation. Where necessary, the Managing Authority may take additional measures such as terminating the Contract.

- 6.7 Each beneficiary must provide an expenditure and revenue verification report after each 12 months period via Interreg + system and for any request for further pre-financing payment. Expenditure declared by the beneficiary in support of a payment request shall be examined by an auditor approved by the Ukrainian Control Contact Point or by a national controller in the Member State being independent from the beneficiary. The auditor or the national controller shall examine whether the costs declared by the beneficiary and the revenue of the project are real, accurately recorded and eligible in accordance with this contract and related instructions and provisions. Lead Beneficiary shall collect the approved expenditure and revenue verification report from the Beneficiary and submit to the JTS in due time.

The expenditure and revenue verification report shall conform to the template provided by the Managing Authority, shall cover all expenditure and revenue not covered by any previous expenditure and revenue verification report and shall be produced by a national controller or by an auditor. The auditor and the national controller shall meet the requirements set out in Article 32(1) of the ENI CBC IR.

- 6.8 The Project implementation manual of the Programme may set out additional reporting requirements.

ARTICLE 7 – PAYMENT ARRANGEMENTS

- 7.1 The first instalment of pre-financing shall be paid to the Lead Beneficiary within 30 days, as from the date of reception by the Managing Authority of the signed Contract. The payment shall be carried out by the Managing Authority without any request for payment.
- 7.2 Payment shall be made according to the following procedure:

Option 2 – for Projects with more than 12 months and maximum 24 months:

A) Project with infrastructure component or works requiring building permission

First instalment of pre-financing (10% of the total ENI contribution financed by the Managing Authority): **58 011,53 EURO**.

Second instalment of pre-financing (40% of the total ENI contribution financed by the Managing Authority): **232 046,10 EURO**, at the award of the main works procurement tender, as indicated in the procurement plan.

Third instalment of pre-financing (40% of the total ENI contribution financed by the Managing Authority): **232 046,10 EURO**, deducting the EU contribution corresponding to the pre-financing unspent and/or ineligible, at the approval of the report for the first 12 months of implementation.

Final payment (10% of the total ENI contribution financed by the Managing Authority deducting the EU contribution corresponding to the pre-financing unspent and/or ineligible, at the approval of the Project final report): **58 011,51 EURO**.

- 7.3 With the exception of the first instalment and of the second instalment in case of projects with infrastructure component or works requiring building permission, pre-financing may only be given if the part of the expenditure actually incurred which is financed by the Managing Authority (by applying the percentage set out in Article 3.2 of the Contract) stands at 100% of the previous payment as supported by the corresponding interim report and by an expenditure and revenue verification report.

Where the consumption of the previous pre-financing is less than 100%, the amount of the new pre-financing payment shall be reduced by the unused amounts of the previous pre-financing payment.

After the first 12 month reporting period the second instalment and in case of projects with infrastructure component or works requiring building permission the third instalment of pre-financing may be given without reduction as laid down in Article 7.2 if the part of the expenditure actually incurred which is financed by the Managing Authority (by applying the percentage set out in Article 3.2 of the Contract) stands at 50% of the previous payment(s) as supported by the corresponding interim report and by an expenditure and revenue verification report.

Where the consumption of the first pre-financing and in case of projects with infrastructure component or works requiring building permission both the first pre-financing and the second instalment is less than 50%, the amount of the new pre-financing payment shall be reduced by the unused amounts of the 50% of the previous pre-financing payment(s).

- 7.4 The total sum of pre-financing under the Contract may not exceed 90% of the amount referred to in Article 3.2 of the Contract.
- 7.5 The Lead Beneficiary shall transfer the corresponding amounts of the grant to its Beneficiaries without delay as from the date of receipt of the instalment of grant, proportionally to each Beneficiary's EU contribution to the Project in case of first pre-financing and proportionally to each Beneficiary's verified expenditures in case of further payments, without making any deduction, retention or further specific charge, and shall submit the proof of transfer to the Joint Technical Secretariat within 10 days. If the Lead Beneficiary fails to provide all proofs of transfer within the set deadline, the Managing Authority shall suspend further payments until the Lead Beneficiary fulfils the above mentioned obligation.
- 7.6 The payment request shall be drafted using the template provided by the Managing Authority and shall be accompanied by:

- a) a narrative and financial report in line with Article 6;
- b) an expenditure and revenue verification report and a detailed list of expenditure;

For the purposes of the initial pre-financing payment, the signed contract serves as payment request.

Payment shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information provided.

- 7.7 Payments shall be made in Euro to the Lead Beneficiary's bank account opened in Euro referred to in the financial identification form in Annex III, which allows the identification of the funds received from the Programme. The initial pre-financing payment shall be made within 30 days as from the date of reception by the Managing Authority of the signed Contract.

Further pre-financing payments and payments of the balance shall be made within 30 days date from the acceptance of the report by the Joint Technical Secretariat.

- 7.8 In case the ENI balance of programme single bank account does not cover the amount to be paid, the payment process will be suspended till the transfer of the ENI contribution from the European Commission is credited to the programme single bank account.

ARTICLE 8 – CONFLICT OF INTEREST AND GOOD CONDUCT

- 8.1 The Lead Beneficiary shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this Contract. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.
- 8.2 Any conflict of interests which may arise during performance of this Contract must be notified in writing to the Joint Technical Secretariat without delay. In the event of such conflict, the Lead Beneficiary shall immediately take all necessary steps to resolve it.
- 8.3 The Joint Technical Secretariat reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.
- 8.4 The Lead Beneficiary shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under this Contract, the Lead Beneficiary shall replace, immediately and without compensation from the Managing Authority/Joint Technical Secretariat, any member of its staff in such a situation.
- 8.5 The Lead Beneficiary shall respect human rights and applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards.

ARTICLE 9 – CONFIDENTIALITY

- 9.1 Subject to Article 11, the Managing Authority and the Lead Beneficiary undertake to preserve the confidentiality of any information, notwithstanding its form, disclosed in writing or orally in relation to the implementation of this Contract and identified in writing as confidential until at least 5 years after the payment of the balance.
- 9.2 The Lead Beneficiary shall not use confidential information for any aim other than fulfilling their obligations under this Contract unless otherwise agreed with the Managing Authority/Joint Technical Secretariat.
- 9.3 The European Commission shall have access to all documents communicated to the Managing Authority and shall maintain the same level of confidentiality.

ARTICLE 10 – FINANCIAL PROVISIONS

- 10.1 Eligible costs are actual costs incurred by the Beneficiary which meet all the criteria set out in Article 48.1-4 of the ENI CBC IR
- 10.2 Subject to paragraphs 1 and 2 of the Article 48 of the ENI CBC IR direct costs of the Beneficiary shall be eligible in accordance with Article 48.5 of the ENI CBC IR
- 10.3 Cost listed in Article 49 of the ENI CBC IR relating to the implementation of the Project shall not be considered eligible.
- 10.4 Eligible costs may also be constituted by any or a combination of the following cost options:
- a) unit costs;
 - b) flat-rate financing;
- 10.5 The methods used by the Lead Beneficiary/Beneficiaries to determine unit costs or flat-rates shall be clearly described and substantiated in Annex II Budget for the Project and shall ensure compliance with the no-profit rule and shall avoid double funding of costs. The information used can be based on the Lead Beneficiary/Beneficiary's historical and/or actual accounting or on external information where available and appropriate.
- Costs declared under simplified cost options shall satisfy the eligibility criteria set out in Article 10.1 and 10.2. They do not need to be backed by accounting or supporting documents, save those necessary to demonstrate the fulfilment of the conditions for reimbursement established in Annex I and II. These costs may not include ineligible costs as referred to in Article 10.3 or costs already declared under another costs item or heading of the Budget for the Project. The amounts or rates of unit costs or flat-rates set out in Annex II Budget for the Project may not be amended unilaterally and may not be challenged by ex post verifications.
- 10.6 The total amount of financing that may be awarded on the basis of simplified cost options in accordance with Article 10.4 a) to b) may not exceed EUR 60 000 per each project.
- 10.7 The indirect costs for the Project are those eligible costs which may not be identified as specific costs directly linked to the implementation of the Project and may not be booked to it directly according to the conditions of eligibility in Article 10.1. However, they are incurred by the Lead Beneficiary/ Beneficiaries in connection with the eligible direct costs for the Project. They may not include ineligible costs as referred to in Article 10.3 or costs already declared under another costs item or heading of the Budget for the Project.
- 10.8 A fixed percentage of the total amount of direct eligible costs of the Project not exceeding the percentage laid down in Article 3 of this Contract may be claimed to cover indirect costs for the Project in the form of flat rate financing. Flat-rate funding in respect of indirect costs does not need to be supported by accounting documents. This amount shall not be taken into account with regard to the maximum amount of simplified cost options.
- 10.9 Any contributions in kind, which shall be listed separately in Annex II Budget, do not represent actual expenditure and are not eligible costs. Contributions in kind may not be treated as co-financing by the Lead Beneficiary/Beneficiaries. The cost of staff assigned to the Project shall not be considered as contribution in kind and may be considered as part of the minimum 10 % co-financing.
- 10.10 The grant may not produce a profit for the Beneficiary. Profit is defined as a surplus of the receipts over the eligible costs approved by the Managing Authority when the request for payment of the balance is made. The receipts to be taken into account are the consolidated

receipts on the date on which the payment request for the balance is made by the Lead Beneficiary that fall within one of the three following categories:

- a) revenue generated by the Project above the threshold of the Lead Beneficiary's and Beneficiaries' co-financing
- b) financial contributions specifically assigned by the donors to the financing of the same eligible costs financed by this Contract and declared by the Lead Beneficiary as actual costs under this Contract. Further details of handling financial contributions paid by donors are laid down in programme rules
- c) interest from pre-financing in case it has not been used for project activities.

Where the final amount of the grant determined in accordance with the Contract would result in a profit, it shall be reduced according to programme rules.

10.11 Without prejudice to Article 17.11-23, the time-limits for approval of a report and subsequent payments may be suspended by notifying the Lead Beneficiary that:

- a) the amount indicated in its request of payments is not due, or;
- b) proper supporting documents have not been supplied, or;
- c) clarifications, modifications or additional information to the narrative or financial sections of reports are needed, or;
- d) there are doubts on the eligibility of expenditure and it is necessary to carry out additional checks, including on-the-spot checks to make sure that the expenditure is eligible, or;
- e) it is necessary to verify whether presumed substantial errors, irregularities or fraud have occurred in the grant award procedure or the implementation of the Project, or;
- f) it is necessary to verify whether the Lead Beneficiary have breached any substantial obligations under this Contract, or;
- g) the visibility obligations set out in Article 19 are not complied with.

The suspension of the time-limits for approval of a report and subsequent payments starts when the above notification is sent to the Lead Beneficiary. The time-limit starts running again on the date on which a correctly formulated request for payment is recorded and/or the required information is received. The Lead Beneficiary shall provide any requested information, clarification or document within 30 days of the request.

If, notwithstanding the information, clarification or document provided by the Lead Beneficiary, the payment request is still inadmissible, or if the award procedure or the implementation of the grant proves to have been subject to substantial errors, irregularities, fraud, or breach of obligations, then the Managing Authority may refuse to proceed further with payments and may, in the cases foreseen in Article 17.11-23, terminate accordingly this Contract.

In addition, the Managing Authority may also suspend payments as a precautionary measure without prior notice, prior to, or instead of, terminating this Contract as provided for in Article 17.11-23, as well as applying administrative penalties.

10.12 The Lead Beneficiary shall ensure the respect of the State Aid applicable legislation, as well as the State Aid provisions laid out in Chapter 10 of the Association Agreement between the European Union and Ukraine, in accordance with the instructions set out in the Project implementation manual.

ARTICLE 11 – ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS

- 11.1 The Lead Beneficiary shall keep accurate and regular accounts of the implementation of the Project using an appropriate accounting and double-entry book-keeping system. The accounts:
- a) may be an integrated part of or an adjunct to the Beneficiary's regular system;
 - b) shall comply with the accounting and bookkeeping policies and rules that apply in the country concerned;
 - c) shall enable income and expenditure relating to the Project to be easily traced, identified and verified.
- 11.2 The Lead Beneficiary shall ensure that financial section of any report as required under Article 6 and in the Project implementation manual of the Programme can be properly and easily reconciled to the accounting and bookkeeping system and to the underlying accounting and other relevant records. For this purpose, the Lead Beneficiary shall prepare and keep appropriate reconciliations, supporting schedules, analyses and breakdowns for inspection and verification.
- 11.3 The Lead Beneficiary shall allow verifications to be carried out by the Managing Authority, the National Authority, the Audit Authority and members of Group of Auditors, the Control Contact Point, the European Commission, the European Anti-Fraud Office, the AFCOS in Member States and the anti-fraud body identified in the Financing Agreement by Ukraine, the European Court of Auditors and any external auditor authorised by any of these bodies. The Lead Beneficiary has to take all steps to facilitate their work.
- 11.4 The Lead Beneficiary shall allow the above entities to:
- a) access the sites and locations at which the Project is implemented;
 - b) examine its accounting and information systems, documents and databases concerning the technical and financial management of the Project;
 - c) take copies of documents;
 - d) carry out on-the-spot-checks;
 - e) conduct a full audit on the basis of all accounting documents and any other document relevant to the financing of the Project.
- 11.5 Additionally the European Anti-Fraud Office and the other above-mentioned anti-fraud agencies, shall be allowed to carry out on-the-spot checks and inspections in accordance with the procedures laid down by the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities, as well as the Financing Agreement between the European Commission and Ukraine. Where appropriate, the findings may lead to recovery by the European Commission.
- 11.6 Access given to agents of the above-mentioned bodies carrying out verifications as provided for by this Article as well as by Article 6.7 and 7.6 shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject.
- 11.7 Each Beneficiary shall keep all records, accounting and supporting documents related to this Contract for five years following the payment of the balance of the programme, in accordance with Article 70 of the ENI CBC IR, and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been disposed of. The Managing Authority shall inform the Lead Beneficiary when the payment of the balance of the Programme is made by the European Commission.

They shall be easily accessible and filed so as to facilitate their examination and the Lead Beneficiary shall inform the Managing Authority of their precise location in the final report. The Lead Beneficiary shall inform of any change of location without delay.

- 11.8 All the supporting documents shall be available either in the original form, including in electronic form, or in duly justified cases as a copy.
- 11.9 In addition to the reports mentioned in Article 6, the documents referred to in this Article include, *inter alia*:
- a) Accounting records (computerised or manual) from the Lead Beneficiary's accounting system such as general ledger, sub-ledgers and payroll accounts, fixed assets registers and other relevant accounting information;
 - b) Proof of procurement procedures such as tendering documents, bids from tenderers and evaluation reports;
 - c) Proof of commitments such as contracts and order forms;
 - d) Proof of delivery of services such as approved reports, time sheets, photos, transport tickets, proof of attending seminars, conferences and training courses (including relevant documentation and material delivered, certificates) etc;
 - e) Proof of receipt of goods such as delivery slips from suppliers;
 - f) Proof of completion of works, such as acceptance certificates, photos, quality certificates and final technical documentation;
 - g) Proof of purchase such as invoices and receipts;
 - h) Proof of payment such as bank statements, debit notices, proof of settlement by the contractor;
 - i) Proof that taxes and/or VAT that have been paid cannot actually be reclaimed;
 - j) For fuel and oil expenses, a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs;
 - k) Staff and payroll records such as contracts, salary statements, social security documents and time sheets.
- 11.10 Failure to comply with the obligations set forth in this Article constitutes a case of breach of a substantial obligation under this Contract. In this case, the Managing Authority may in particular suspend the Contract, approval of a report, payments or the time-limit for a payment, terminate the Contract and reduce the grant.

ARTICLE 12 – OWNERSHIP/USE OF RESULTS AND ASSETS

- 12.1 Ownership of, and title and intellectual and industrial property rights to, the Project's results, reports and other documents relating to it will be vested in the Lead Beneficiary and Beneficiary(ies), in accordance with the conditions stipulated in the Partnership Agreement.
- 12.2 Without prejudice to Article 12.1, the Beneficiary grants the Managing Authority/Joint Technical Secretariat (and the European Commission) the right to use freely and as it sees fit, and in particular, to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium all documents deriving from the Project whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.
- 12.3 The Lead Beneficiary shall ensure that it has all rights to use any pre-existing intellectual property rights necessary to implement this Contract.

- 12.4 In case natural, recognizable persons are depicted in a photograph or film, the Lead Beneficiary shall, in the final report to the Joint Technical Secretariat, submit a statement of these persons giving their permissions for the described use of their images. The above does not refer to photographs taken or films shot in public places where random members of the public are identifiable only hypothetically and to public persons acting in their public activities.
- 12.5 Unless otherwise clearly specified in the Description of the Project in Annex I, the equipment, vehicles and supplies paid for by the Budget for the Project shall be transferred to the final beneficiaries of the Project, at the latest when submitting the final report.

If there are no final beneficiaries of the Project to whom the equipment, vehicles and supplies can be transferred, the Lead Beneficiary may retain ownership of these items or may transfer these items to:

- local authorities
- local Beneficiary(ies)

Such cases should be clearly specified in the Description of the Project in Annex I. Any deviation from the planned ownership and use of equipment, vehicles and supplies is subject to prior authorization. The Lead Beneficiary shall submit a justified written request for authorisation to the Managing Authority/Joint Technical Secretariat, with an inventory listing the items concerned and a proposal concerning their use, in due time and at the latest with the submission of the final report.

In no event may the end use jeopardize the sustainability of the Project or result in a profit for the Lead Beneficiary/Beneficiaries.

- 12.6 Copies of the proofs of transfer of any equipment and vehicles for which the purchase cost was more than 5.000 EUR per item, shall be attached to the final report. Proofs of transfer of equipment and vehicles whose purchase cost was less than 5.000 EUR per item shall be kept by the Lead Beneficiary for control purposes.
- 12.7 In accordance with Article 39.3 of ENI CBC IR, any project including an infrastructure component shall repay the Union contribution if, within five years of the project closure or within the period of time set out in state aid rules, where applicable, it is subject to a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives. Sums unduly paid in respect of the project shall be recovered by the Managing Authority in proportion to the period for which the requirement has not been fulfilled.

ARTICLE 13 – EVALUATION/MONITORING OF THE PROJECT

- 13.1 If the Managing Authority/Joint Technical Secretariat or the European Commission carries out an interim or ex post evaluation or a monitoring mission, the Lead Beneficiary shall undertake to provide it and/or the persons authorised by it with the documents or information necessary for the evaluation or monitoring mission.
- 13.2 If either the Lead Beneficiary or the Managing Authority/Joint Technical Secretariat carries out or commissions an evaluation in the course of the Project, it shall provide the other with a copy of the evaluation report.

ARTICLE 14 – RECOVERY

- 14.1 If any amount is unduly paid to any the project beneficiary, or if recovery is justified under the terms of this Contract, the beneficiary undertakes to pay the Lead Beneficiary, who will repay the Managing Authority these amounts.
- 14.2 In particular, payments made do not preclude the possibility for the Managing Authority to issue a recovery order following an expenditure and revenue verification report, a check or an audit or further verification of the payment request.
- 14.3 If verification reveals that the methods used by the beneficiary to determine unit costs or flat-rates are not compliant with the conditions established in this Contract, the Managing Authority shall be entitled to reduce the final amount of the grant proportionately up to the amount of the unit costs or flat rate financing.
- 14.4 The Lead Beneficiary undertakes to repay any amounts paid in excess of the final amount due to the Managing Authority within 60 days of the receipt of the debit note accompanied by the letter by which the Joint Technical Secretariat/Managing Authority requests the amount owed by the Lead Beneficiary.
- 14.5 Should the beneficiary fail to make repayment within the deadline set by the Managing Authority, the Managing Authority may increase the amounts due by adding interest at the rate applied by the European Central Bank to its main refinancing transactions in euro on the first working day of the month in which the time-limit expired, plus three and a half percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline set by the Managing Authority, and the date on which payment is actually made. Any partial payments shall first cover the interest thus established.
- 14.6 Amounts to be repaid to the Managing Authority may be offset against amounts of any kind due to the beneficiary corresponding to the HU-SK-RO-UA ENI CBC 2014-2020 funds by the Managing Authority, after informing it accordingly. This shall not affect the Parties' right to agree on payment in instalments.
- 14.7 The repayment under Article 14.4 or the offsetting under Article 14.6 amount to the payment of the balance.
- 14.8 Bank charges incurred by the repayment of amounts due to the Managing Authority shall be borne entirely by the beneficiary.
- 14.9 Without prejudice to the prerogative of the Managing Authority, if necessary, the European Commission may, as donor, proceed itself to the recovery by any means.

ARTICLE 15 – AWARD AND IMPLEMENTATION OF SUBCONTRACTS

- 15.1 If the Lead Beneficiary and Beneficiaries have to conclude subcontracts with contractors in order to carry out the Project, with the exception of the infrastructure costs, these may only cover a limited portion of the Project and shall respect the contract-award rules and rules of nationality and origin set out in the ENI CBC IR and in the Project implementation manual of the Programme. In particular, the beneficiary may not set any limitation to the nationality of the contractor. All supplies purchased shall originate from an eligible country, as defined in Article 9 of the ENI CBC IR. However, they may originate from any country when the amount of the supplies to be purchased is below 100.000€.
- 15.2 To the extent relevant, the Beneficiaries shall ensure that the conditions applicable to them under Articles 4, 6, 8, 11 and 19 are also applicable to all subcontractors. The Lead Beneficiary shall provide in its report to the Joint Technical Secretariat a comprehensive and detailed report on the award and implementation of the contracts awarded under Article 15.1, in accordance with the reporting requirements.

- 15.3 In duly justified cases, the subcontracting limit does not apply to Projects focused on investment activities, notably to Large Infrastructure Projects.

ARTICLE 16 – AMENDMENT OF THE CONTRACT

- 16.1 Any amendment to this Contract, including the annexes thereto, shall be set out in writing. This Contract can be modified only during its execution period.
- 16.2 The amendment may not have the purpose or the effect of making changes to this Contract that would call into question the grant award decision or be contrary to the equal treatment of applicants.
- 16.3 If an amendment is requested by the beneficiaries, the Lead Beneficiary shall submit a duly justified request to the Joint Technical Secretariat 30 days before the date on which the amendment should enter into force, unless there are special circumstances duly substantiated and accepted by the Joint Technical Secretariat. Such amendment will be embodied in form of an Addendum to the Contract.
- 16.4 Where the amendment to the Budget and/or Description of the Project does not affect the basic purpose of the Project and the financial impact is limited to a transfer between items within the same main budget heading including cancellation or introduction of an item, or a transfer between main budget headings involving a variation of 20% or less of the amount originally entered (or as modified by addendum) in relation to each concerned main heading for eligible costs, the Lead Beneficiary may amend the Budget and/or Description of the Project and shall inform the Joint Technical Secretariat accordingly. Lead Beneficiary shall submit such amendments collected during the concerned reporting period in form of a ‘request for modification(s)’ for approval to the Joint Technical Secretariat by the end of the reporting period but in the interim or final report at the latest. This method may not be used to amend the headings for indirect costs, or the amounts or rates of simplified cost options defined in the Contract.
- 16.5 Changes of address, bank account or auditor may simply be notified by the Lead Beneficiary. However, in duly substantiated circumstances, the Joint Technical Secretariat may oppose the Lead Beneficiary’s choice.

In case the Lead Beneficiary fails to properly inform the Joint Technical Secretariat on the details of its bank account opened specifically for the project, all consequences including those of financial nature shall be borne by the Lead Beneficiary.

- 16.6 The Joint Technical Secretariat reserves the right to require that the auditor referred to in Article 21.2 be replaced if considerations which were unknown when this Contract was signed cast doubt on the auditor’s independence or there is no compliance with professional standards or the terms of reference for expenditure verification set out by the programme.

ARTICLE 17 – EXTENSION, SUSPENSION AND TERMINATION OF THE CONTRACT

- 17.1 The implementation period of the Project is laid down in Article 2 of this Contract. The Lead Beneficiary shall inform the Joint Technical Secretariat without delay of any circumstances likely to hamper or delay the implementation of the Project. In exceptional and justified cases the Lead Beneficiary may request an extension of the Project implementation period no later than 30 days before it ends in accordance with Article 16. The request shall be accompanied by all the supporting evidence needed for its appraisal. Final decision on such requests is a subject of approval by the Managing Authority.

- 17.2 The Lead Beneficiary may suspend implementation of the Project, or any part thereof, if exceptional circumstances, notably of force majeure, make such implementation excessively difficult or dangerous. The Lead Beneficiary shall inform the Joint Technical Secretariat without delay, stating the nature, probable duration and foreseeable effects of the suspension.
- 17.3 The Lead Beneficiary or the Managing Authority may then terminate this Contract in accordance with Article 17.11. If the Contract is not terminated, the Lead Beneficiary shall endeavour to minimise the time of its suspension and any possible damage and shall resume implementation once circumstances allow, informing the Joint Technical Secretariat accordingly.
- 17.4 The Managing Authority/Joint Technical Secretariat may request the Lead Beneficiary to suspend implementation of the Project, or any part thereof, if exceptional circumstances, notably of force majeure, make such implementation excessively difficult or dangerous. To this purpose, the Managing Authority/Joint Technical Secretariat shall inform the Lead Beneficiary stating the nature and probable duration of the suspension.
- 17.5. The Lead Beneficiary or the Managing Authority may then terminate this Contract in accordance with Article 17.11-23. If the Contract is not terminated, the Lead Beneficiary shall endeavour to minimise the time of its suspension and any possible damage and shall resume implementation once circumstances allow and after having obtained the approval of the Managing Authority/Joint Technical Secretariat.
- 17.6. The Managing Authority may also suspend this Contract or the participation of a Lead Beneficiary/Beneficiaries in this Contract if the Managing Authority/Joint Technical Secretariat has evidence that, or if, for objective and well justified reasons, the Managing Authority/Joint Technical Secretariat deems necessary to verify whether presumably:
- a) the grant award procedure or the implementation of the Project has been subject to substantial errors, irregularities, fraud or corruption;
 - b) the Lead Beneficiary/Beneficiaries have breached any substantial obligation under this Contract.
- 17.7. The Lead Beneficiary shall provide any requested information, clarification or document within 30 days of receipt of the requests sent by the Managing Authority/Joint Technical Secretariat. If, notwithstanding the information, clarification or document provided by the Lead Beneficiary, the award procedure or the implementation of the grant prove to have been subject to substantial errors, irregularities, fraud, or breach of obligations, then the Managing Authority may terminate this Contract according to Article 17.11.
- 17.8. The term force majeure, as used herein covers any unforeseeable events, not within the control of either party to this Contract and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosion. A decision of the European Union to suspend the cooperation with the Partner Country is considered to be a case of force majeure when it implies suspending funding under this Contract.
- 17.9. The Lead Beneficiary shall not be held in breach of its contractual obligations if it is prevented from fulfilling them by circumstances of force majeure.
- 17.10. In case of suspension according to Articles 17.2, 17.4 and 17.6, the implementation period of the Project shall be extended by a period equivalent to the length of suspension, without

prejudice to any amendment to the Contract that may be necessary to adapt the Project to the new implementing conditions.

- 17.11 In the cases foreseen in Article 17.2 and 17.4, if the Lead Beneficiary or the Managing Authority believes that this Contract can no longer be executed effectively or appropriately, it shall duly consult the other. Failing agreement on a solution, the Lead Beneficiary or the Managing Authority may terminate this Contract by serving two-month written notice, without being required to pay indemnity.
- 17.12 Without prejudice to Article 17.11, in the following circumstances the Managing Authority may, after having duly consulted the Lead Beneficiary, terminate this Contract without any indemnity on its part when:
- a) the Lead Beneficiary fails, without justification, to fulfil any substantial obligation incumbent on them individually or collectively by this Contract and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 30 days of receipt of the letter;
 - b) the Lead Beneficiary or any person that assumes unlimited liability for the debts of the Lead Beneficiary is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under any national law or regulations relevant to the Beneficiary;
 - c) the Lead Beneficiary, or any related entity or person, have been found guilty of an offence concerning their professional conduct proven by any means;
 - d) it has been established by a final judgment or a final administrative decision or by proof in possession of the Managing Authority that the Lead Beneficiary has been guilty of fraud, corruption, involvement in a criminal organisation, money laundering or terrorist financing, terrorist related offences, child labour or other forms of trafficking in human beings or has committed an irregularity;
 - e) a change to the Lead Beneficiary's legal, financial, technical, organisational or ownership situation or the termination of the participation of the Lead Beneficiary substantially affects the implementation of this Contract or calls into question the decision awarding the grant;
 - f) the Lead Beneficiary or any related person, are guilty of misrepresentation in supplying the information required in the award procedure or in the implementation of the Project or fail to supply – or fail to supply within the deadlines set under this Contract - any information related to the Project required by the Managing Authority/Joint Technical Secretariat;
 - g) the Lead Beneficiary has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;
 - h) the Managing Authority/Joint Technical Secretariat has evidence that the Lead Beneficiary, or any related entity or person, has committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Project;
 - i) the Lead Beneficiary is subject to an administrative penalty referred to in Article 17.18;
 - j) the Managing Authority/Joint Technical Secretariat has evidence that the Lead Beneficiary is subject to a conflict of interests;
 - k) the European Commission has evidence that the Lead Beneficiary has committed systemic or recurrent errors or irregularities, fraud, or serious breach of obligations under

other grants financed by the European Union and awarded to that specific Lead Beneficiary under similar conditions, provided that those errors, irregularities, fraud or serious breach of obligations have a material impact on this grant.

The cases of termination under points (b), (c), (d), (h), (j) and (k) may refer also to persons who are members of the administrative, management or supervisory body of the Lead Beneficiary and/or to persons having powers of representation, decision or control with regard to the Lead Beneficiary.

- 17.13 In the cases referred to in points (c), (f), (h) and (k) above, any related person means any physical person with powers of representation, decision-making or control in relation to the Lead Beneficiary. Any related entity means, in particular, any entity which meets the criteria laid down by Article 1 of the Seventh Council Directive No 83/349/EEC of 13 June 1983.
- 17.14 In duly justified cases, the participation of a Beneficiary(ies) in this Contract may be also terminated by the Lead Beneficiary. To this purpose, the Lead Beneficiary shall communicate to the Managing Authority/Joint Technical Secretariat the reasons for the termination of its participation and the date on which the termination shall take effect, as well as a proposal on the reallocation of the tasks of the Beneficiary(ies) whose participation is terminated, or on its possible replacement. The proposal shall be sent in good time before the termination is due to take effect. If the Managing Authority/Joint Technical Secretariat agrees, the Contract shall be amended accordingly in conformity with Article 16 with the prior written consent of the Joint Monitoring Committee.
- 17.15 The payment obligations of the Managing Authority under this Contract shall end 18 months after the implementation period laid down in Article 2, unless this Contract is terminated according to Article 17.11-23.

The Managing Authority shall postpone this end date, so as to be able to fulfil its payment obligations, in all cases where the Lead Beneficiary has submitted a payment request in accordance with contractual provisions or, in case of dispute, until completion of the dispute settlement procedure provided for in Article 18. The Managing Authority shall notify the Lead Beneficiary of any postponement of the end date.

- 17.16 This Contract may be terminated if it has not given rise to any payment by the Managing Authority on top of the first instalment within two years of its signature.
- 17.17 The Joint Monitoring Committee will be notified by the Managing Authority concerning eventual decisions to terminate a Contract.
- 17.18 Upon termination of this Contract the Lead Beneficiary shall take all immediate steps to bring the Project to a close in a prompt and orderly manner and to reduce further expenditure to a minimum.

Without prejudice to Article 10, the Lead Beneficiary shall be entitled to payment only for the part of the Project carried out, excluding costs relating to current commitments that are due to be executed after termination.

To this purpose, the Lead Beneficiary shall introduce a payment request to the Managing Authority/Joint Technical Secretariat within the time limit of three months starting from the date of termination.

In the event of termination according to Article 17.11, the Managing Authority may agree to reimburse the unavoidable residual expenditures incurred during the notice period, provided, the first paragraph of this Article has been properly executed.

In the cases of termination foreseen in Article 17.12 a), c), d), f), h) and k) the Managing Authority may, after having properly consulted the Lead Beneficiary and depending on the gravity of the failings, request full or partial repayment of amounts unduly paid for the Project.

- 17.19 Without prejudice to the application of other remedies laid down in the Contract, a sanction of exclusion from all contracts and grants financed by the EU, may be imposed, after an adversarial procedure, upon the Lead Beneficiary who, in particular,

is guilty of grave professional misconduct, has committed irregularities or has been found in serious breach of its contractual obligations. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, three years;

is guilty of fraud, corruption and participation in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, five years;

- 17.20 In the situations mentioned in Article 17.18, in addition or in alternative to the sanction of exclusion, the Lead Beneficiary may also be subject to financial penalties representing 2-10% of the contract value.
- 17.21 Where the Managing Authority is entitled to impose financial penalties, it may deduct such financial penalties from any sums due to the Lead Beneficiary or call on the appropriate guarantee.
- 17.22 The decision to impose administrative sanctions may be published on a dedicated internet-site, explicitly naming the Lead Beneficiary.
- 17.23 The abovementioned administrative sanctions may also be imposed to persons who are members of the administrative, management or supervisory body of the Lead Beneficiary, to persons having powers of representation, decision or control with regard to the Lead Beneficiary.

ARTICLE 18 – APPLICABLE LAW AND DISPUTE SETTLEMENT

- 18.1 This Contract shall be governed by the Hungarian law, being the law of the country of the Managing Authority.
- 18.2 The parties to this Contract shall do everything possible to settle amicably any dispute arising between them during the implementation of this Contract. To that end, they shall communicate their positions and any solution that they consider possible in writing, and meet each other at either's request. The Lead Beneficiary and the Managing Authority shall reply to a request sent for an amicable settlement within 30 days. Once this period has expired, or if the attempt to reach amicable settlement has not produced an agreement within 120 days of the first request, the Lead Beneficiary or the Managing Authority may notify the other part that it considers the procedure to have failed.
- 18.3 In the event of failure to reach an amicable agreement, the dispute may by common agreement of the Lead Beneficiary and the Managing Authority be submitted for conciliation by the European Commission. If no settlement is reached within 120 days of the opening of the conciliation procedure, each party may notify the other that it considers the procedure to have failed.

- 18.4 In the event of failure of the above procedures, each party to this Contract may submit the dispute to the courts of the country of the Managing Authority

ARTICLE 19 – VISIBILITY

- 19.1 Unless the European Commission agrees or requests otherwise, the Lead Beneficiary shall take all necessary steps to publicise the fact that the European Union has financed or co-financed the Project. Such measures shall comply with the Communication and Visibility Manual for European Union External Actions laid down and published by the European Commission, that can be found at: https://ec.europa.eu/neighbourhood-enlargement/sites/near/files/visibility_requirements-near_english.pdf and with any other provisions of the Hungary-Slovakia-Romania-Ukraine ENI Cross-border Cooperation Programme 2014-2020, as published in the web-site of the Programme.
- 19.2 The Lead Beneficiary shall submit a communication plan for the approval of the Managing Authority/Joint Technical Secretariat and report on its implementation in accordance with Article 6.
- 19.3 In particular, the Lead Beneficiary shall mention the Project and the European Union's financial contribution in information given to the final recipients of the Project, in its annual reports, and in any dealings with the media. It shall display the European Union and Programme logos wherever appropriate.
- 19.4 Any notice or publication by the Beneficiary concerning the Project, including those given at conferences or seminars, shall specify that the Project has received European Union funding by the Programme. Any publication by the Beneficiary, in whatever form and by whatever medium, including the internet, shall include the following statement: 'This document has been produced with the financial assistance of the European Union and the Programme. The contents of this document are the sole responsibility of Liptovska Teplicka and can under no circumstances be regarded as reflecting the position of the Managing Authority/ Joint Technical Secretariat or the European Union.'
- 19.5 The Lead Beneficiary authorises the Managing Authority/Joint Technical Secretariat and the European Commission to publish its name and address, nationality, the purpose of the grant, duration and location as well as the maximum amount of the grant and the rate of funding of the Project's costs, as laid down in Article 3. Derogation from publication of this information may be granted if it could endanger the Lead Beneficiary or harm his/her interest.

ARTICLE 20 – DATA PROTECTION

- 20.1 Any personal data will be processed in accordance with applicable national legislation solely for the purposes of the performance, management, monitoring and control of this Contract by the Managing Authority/Joint Technical Secretariat and may also be passed to the bodies charged with monitoring or inspection tasks under European Union law.
- 20.2 The Lead Beneficiary declares that it has informed the contact person of this Grant Contract and all the employees affected by the procession of their personal data required for the performance of this Contract and of their rights under the General Data Protection Regulation prior to the transfer of their personal data to the Managing Authority/Joint Technical Secretariat. General information on data protection is available on the website of the Programme.
- 20.3 The Lead Beneficiary shall limit access and use of personal data to that strictly necessary for the performance, management, monitoring and control of this Contract and shall adopt all

appropriate technical and organisational security measures necessary to preserve the strictest confidentiality and limit access to this data.

ARTICLE 21 – CONTRACT ADDRESSES

- 21.1 Any communication relating to this Contract, including payment requests and attached reports, requests for changes to bank account arrangements must be in writing, state the number and title of the Project and be sent to the following addresses:

For the Joint Technical Secretariat (on behalf of the Managing Authority)

Hungary, H-1053 Budapest, Szép u. 2. 3rd floor

For the Lead Beneficiary

Slovakia, 05940, Liptovská Teplica, Štefana Garaja Street 398/16

- 21.2 The audit company which will carry out the verification(s) for the Ukrainian Lead Beneficiary and/or Ukrainian Beneficiary(ies) referred to in Article 6.7 is/are

Velykyj Bereznyj village council - Business Partners, 79058 Lviv, Masaryk Street, 18/130,
Tel: +380322493661, Email: businesspartners@ukr.net

Article 22 - ANNEXES

22.1 The following documents are annexed to the Contract and form an integral part of it:

- Annex I: Description of the Project (updated sections 1-6 of the GAF)
- Annex II: Budget of the Project indicated per Beneficiary including ENI share in amount and in percentage
- Annex III: Financial identification form
- Annex IV: Legal Entity Sheet
- Annex V: Partnership Agreement

22.2 In the event of conflict between the provisions of the present Contract and any Annex thereto, the provisions of the Contract shall take precedence.

Done in English in 6 originals, one original being for the Managing Authority, one original being for the Joint Technical Secretariat and 4 originals being for the Lead Beneficiary.

For the Lead Beneficiary

Slavomír Kopáč

Mayor

Signature and stamp

Date

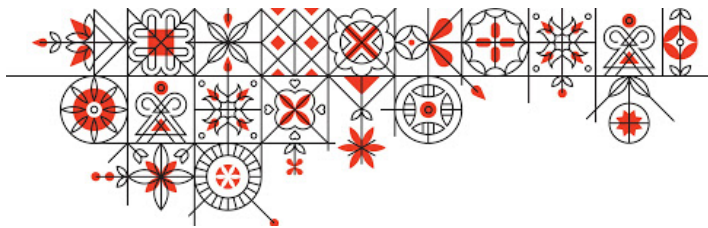
For the Managing Authority

Horváth Nikoletta

Deputy Head of the Managing Authority

Signature and stamp

Date



The Ancestors journey

Partnership Agreement

(ref: HUSKROUA/1901)

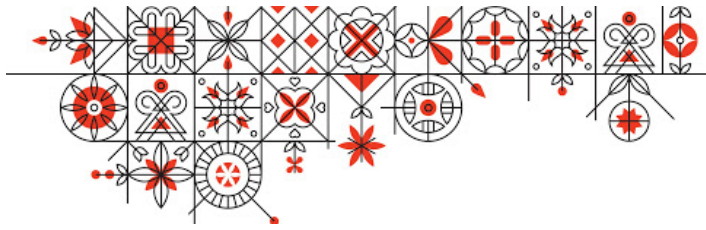
Project title:

The Ancestors Journey

Application ID:

HUSKROUA/1901/3.1/0003

HUSKROUA ENI CBC Programme 2014-2020

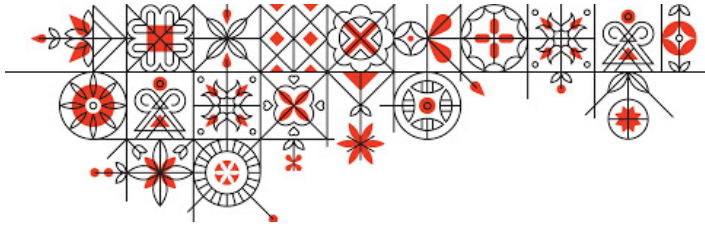


The Ancestors journey

Preamble

Having regard to

- Commission Implementing Decision of 8 October 2014 adopting a programming document for European Union support to ENI Cross-Border Cooperation for the period 2014-2020 (Programming Document);
- Regulation (EU) No 232/2014 of the European Parliament and of the Council of 11 March 2014 establishing a European Neighbourhood Instrument (ENI Regulation);
- Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action (ENI CIR);
- Commission Implementing Regulation (EU) No 897/2014 of 18 August 2014 laying down specific provisions for the implementation of cross- border cooperation programmes financed under Regulation (EU) No 232/2014 of the European Parliament and the Council establishing a European Neighbourhood Instrument (hereinafter referred to as ENI CBC Implementing Rules);
- Regulation (EU) 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, 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
- Joint Operational Programme 2014-2020 of Hungary-Slovakia-Romania-



The Ancestors journey

- Ukraine for the ENI Cross-Border Cooperation;
- National rules applicable to the Lead Beneficiary and Beneficiaries;
 - State Aid applicable rules;
 - Guidelines for Applicants;
 - Grant contract;
 - Project Implementation Manual of the Programme;
 - Project Communication Guidelines.

the following agreement has been concluded between:

[Liptovská Teplička ul. Štefana Garaja 398/16 05940, Slovakia, TAX nr. 2021212677],

(Lead Beneficiary) and

[Velykyj Bereznyj village council, Shevchenko str., Velykyj Bereznyj, Ukraine, TAX nr. 04351127], (Beneficiary 1),

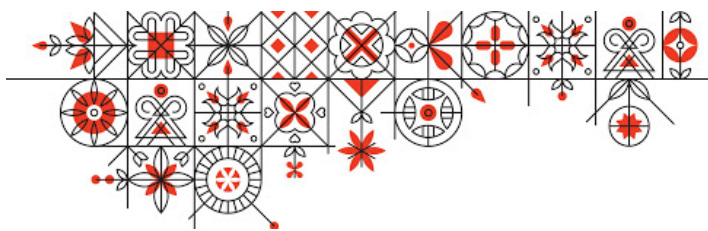
[Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium, Ballasi Bálint u.4, Sátoraljaújhely, Hungary, TAX nr. 155998842-2-05], (Beneficiary 2),

(Hereinafter jointly referred to as Parties) have agreed as follows:

1. Subject of the Agreement

The purpose of this Partnership Agreement (hereinafter “the Agreement”) is to define the rules of procedure for the joint implementation of the project: [Ancestors Journey, HUSKROUA/1901/3.1/003] (“the Project”) approved by the Joint Monitoring Committee (hereinafter referred to as JMC) of the Joint Operational Programme Hungary-Slovakia-Romania-Ukraine European Neighbourhood Instrument Cross-border Cooperation Programme on [15.01.2021] and the relations among the Lead Beneficiary and Beneficiaries.

The Parties, through the present Partnership Agreement, lay down the rules of



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procedures for the work to be carried out and the relations that shall govern the partnership set up in order to successfully, effectively and efficiently implement the above-mentioned cross-border cooperation Project. This Agreement shall also define their mutual responsibilities concerning the administrative and financial management of the Project.

The Grant Application Form as approved by the Joint Monitoring Committee and the Grant 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 and the provisions related to the Lead Beneficiary apply *mutatis mutandis* to the partners, with the exceptions of the ones linked to the application of Lead Partner principle.

2. Definitions

Where in this Agreement the “MA” is mentioned this refers to the Ministry of Foreign Affairs and Trade of Hungary, which shall sign the Grant Contract with the Lead Beneficiary and shall provide the grant funding. The MA is not a party to this Agreement.

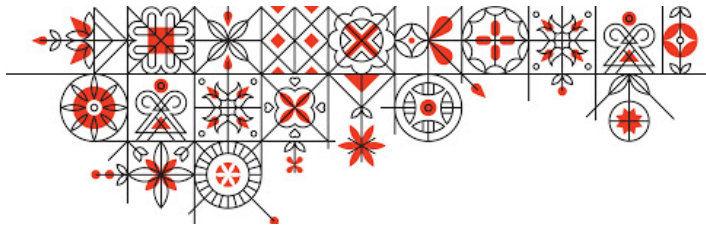
Where in this Agreement the “JTS” is mentioned it refers to the Joint Technical Secretariat of the Hungary-Slovakia-Romania-Ukraine European Neighbourhood Instrument Cross-border Cooperation Programme. The JTS is not a party to this Agreement.

Lead Beneficiary: the Lead Beneficiary is designated by the Project Participants and assumes full legal and financial responsibility for ensuring implementation of the entire project. . The Lead Beneficiary is also responsible for the proper reporting of progress during project implementation to the Joint Technical Secretariat as stipulated in the Grant Contract.

Beneficiary: an actor that commits itself to functionally and financially implement a project part of the Project according to the Grant Application Form as approved by the Joint Monitoring Committee.

Project Participants: means Lead Beneficiary and other Beneficiary/Beneficiaries together.

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 Grant



The Ancestors journey

Application Form.

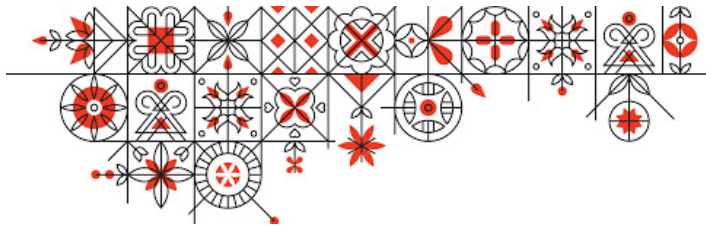
3. Obligations of the Parties

The Project Participants commit themselves in doing everything in their power to foster the implementation of the Project and shall ensure their performance in time and in compliance with obligations to the MA. Furthermore, they shall implement the Project with the requisite care, transparency and diligence, in line with the principles of sound financial management and with the best practices in the field.

Project Participants shall actively cooperate in the development and implementation of the Project. In addition, they shall cooperate in the staffing and financing of the Project. The Lead Beneficiary and each Beneficiary shall be legally and financially responsible for the activities that it is implementing and for the share of the Union funds and, if relevant, the related State contribution it has received for its project part. The Lead Beneficiary shall assume the sole responsibility for the entire Projects towards the MA and fulfil all obligations arising from the Grant Contract of the approved project and is entitled to represent all Project Participants involved in the project towards MA/JTS/programme management bodies.

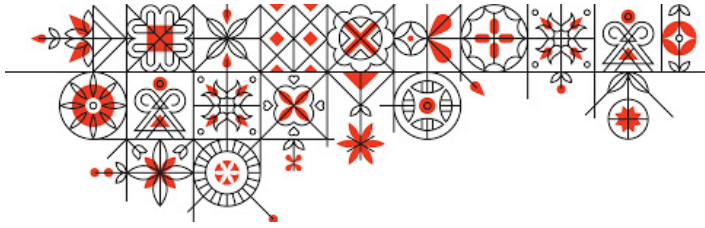
In addition to the obligations set out in the Grant Contract the Lead Beneficiary is obliged, in particular:

- a. to be responsible for the overall coordination, management and implementation of the entire Project
- b. to inform all Beneficiaries on the signature of the Grant Contract and provide all Beneficiaries with a copy thereof
- c. to implement the Project in compliance with requirements set in the Grant Contract
- d. to appoint a project manager for the overall project coordination
- e. to appoint a financial manager in charge of the overall project financial implementation ensuring a proper book keeping system, filing the original supporting documents.
- f. to appoint a communication manager in charge of the assurance of the visibility requirements, and the communication and capitalisation activities
- g. to set up a reliable internal control system, coordination system and audit trail, including mechanisms to avoid double financing
- h. to guarantee the legality and regularity of the funds allocated to the Project, in compliance with all the eligibility criteria
- i. to arrange the recovery of amounts unduly paid



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- j. to ensure that the Beneficiaries receive the total amount of the Union contribution as quickly as possible and in full in accordance with the present Agreement
- k. to provide the co-financing to the ENI grant according with Article 3 of the Grant Contract
- l. to ensure that the expenditure presented by the Project Participants has been paid for the purpose of implementing the Project and corresponds to the activities agreed between the Project Participants
- m. to communicate with the JTS and report to it in time about any Project complications, changes of the activity or Beneficiaries and to notify the JTS/MA immediately of any event that could lead to a temporary or final termination or delay of the project activity as well as endanger/jeopardise the implementation of the Project
- n. to consult Beneficiaries regularly, keep them fully informed of the progress of the Project and about all essential issues connected to project implementation (e.g. about any variation of the conditions at the basis of the present Agreement or about any modification that could influence the implementation of the Project, the information activity or the payment of financing) and notify them immediately of any event that could lead to a temporary or final termination or delay of the project activity as well as endanger/jeopardise the implementation of the Project
- o. to make any effort to contact the Beneficiaries in resolving the difficulties including seeking the assistance of the JTS/MA
- p. to 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 any amendment of the Grant Contract/Partnership Agreement to the JTS/MA
- q. to support the Beneficiaries in implementing their obligations by giving them the correct information, indications and clarifications on the procedures
- r. to have its expenditures incurred in the given reporting period, verified by the designated national controller (for Lead Beneficiary from one of the Member States) or accepted auditor (for Lead Beneficiary from Ukraine)
- s. to collect expenditure verification reports and submit those to the JTS in due time
- t. to provide help and support for the national controllers or the auditor in the preparation of the expenditure verification reports
- u. to be responsible for the submission of requests for payment to the JTS



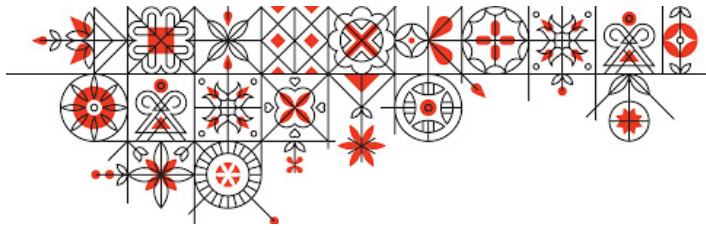
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- v. to draw up and present the consolidated interim and the consolidated final reports (hereinafter referred to as Project Interim Reports and Project Final Report) to the JTS as set in the Article 6 of the Grant Contract
- w. to report in accordance with the existing legislation and national guidelines if the project activities are State Aid relevant in accordance with EU legislation for beneficiaries located in the Member States and in accordance with Chapter 10 of the Association Agreement between the European Union and Ukraine for the Ukrainian beneficiaries
- x. to properly archive project documents for the period of five years from the date of payment of the balance of the Programme, as per Art. 70 of ENI CBC Implementing Rules
- y. to implement its individual part of the Project accordingly
- z. to enable the responsible bodies indicated in the grant contract to carry out their audit, control and monitoring / evaluation activities
- aa. to guarantee the systematic collection and the safe storage of all the documentation regarding project expenditure and activities
- bb. to keep a copy of all project documents prepared by the Project Participants or other bodies.

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 in the Grant Application Form.

In addition to the obligations set out in the Grant Contract each Beneficiary is obliged, in particular:

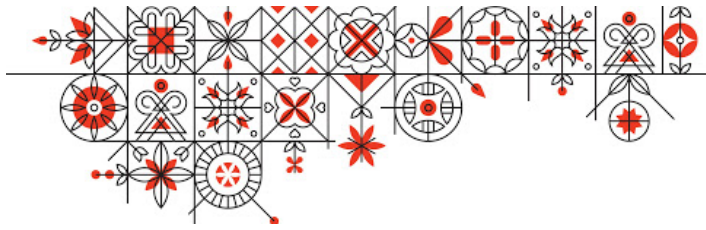
- a) to implement its Project part in compliance with requirements set in the Grant Contract
- b) to provide the co-financing to the grant contribution
- c) to appoint a project manager who is responsible for its part of the project implementation
- d) to appoint a financial manager in charge of ensuring a proper book keeping system, filing the original invoices, ensuring adequate measures to avoid double financing etc.
- e) to set up effective, efficient and reliable management and control system and audit trail at a project Beneficiary level
- f) to ensure that the expenditure has been incurred for the purpose of implementing the project and correspond to the activities agreed by the Project Participants and described in the Grant Application Form
- g) to have its expenditures incurred in the given reporting period,



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verified by the designated national controller or auditor and to submit the expenditure verification report issued by national controllers (for the Member States) or the auditor (for Ukraine) to the Lead Beneficiary in due time

- h) without any delay to inform the Lead Beneficiary about any changes concerning the bank account to which the Union contribution of the Beneficiary shall be transferred
- i) to provide the help and support for the national controllers or the auditors in order to prepare the expenditure verification reports
- j) to submit to the Lead Beneficiary the Beneficiary level interim and final reports
- k) without any delay to provide the Lead Beneficiary with any information needed to draw up Project interim and final reports
- l) to 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;
- m) to report to the Lead Beneficiary in accordance with the existing legislation and national guidelines if the project activities are State Aid relevant in accordance with EU legislation for beneficiaries located in the Member States and in accordance with Chapter 10 of the Association Agreement between the European Union and Ukraine for the Ukrainian beneficiaries
- n) to guarantee the legality and regularity of the funds allocated to the part of the Project implemented under its own responsibility, in compliance with all the eligibility criteria
- o) to repay the amounts unduly paid to the Lead Beneficiary, if so requested by the MA/JTS
- p) to react promptly to any request of the Lead Beneficiary or MA/JTS in particular for what concerns requests related to the coordination and implementation of the project
- q) to notify the Lead Beneficiary immediately of any event that could lead to a termination or temporary delay of the project activity as well as endanger/jeopardise the implementation of the Project
- r) to ensure that all information to be provided and requests made to the MA/JTS are sent via the Lead Beneficiary
- s) to properly archive project documents for the period of five years from the date of payment of the balance of the Programme, as per Art. 70 of ENI CBC Implementing Rules



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The breach of the obligations of the Agreement by one of the Beneficiaries may lead to an early termination of its participation in the Project. Should a Project Participant not fulfil its obligations under this Agreement in due time, the Lead Beneficiary shall admonish the Beneficiary to fulfil them within a reasonable period of time. The Project Participants undertake to find a rapid and efficient solution. Should the non-fulfilment continue, the Lead Beneficiary may decide to terminate the Beneficiary concerned from the Project. This termination has to be decided by consensus by all the other Beneficiaries in a documented manner. The Lead Beneficiary shall communicate to the MA/JTS the reasons for the proposed termination of one of the Beneficiary's participation and the date on which the termination shall take effect, as well as a proposal on the reallocation of the tasks of the Beneficiary whose participation is terminated provided that the eligibility rules of the Call for Proposal are kept with the remaining Beneficiaries, or on its possible replacement with the involvement of a new Beneficiary. Such proposal shall be endorsed by the Joint Monitoring Committee. If the JMC agrees with the termination and with the proposed changes in the partnership, the Grant Contract shall be amended accordingly.

4. Duration of Agreement

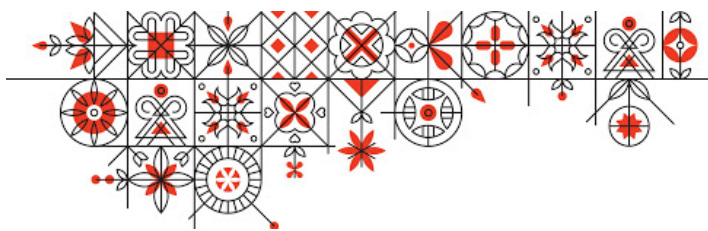
The Agreement is valid from the date of signature by all Parties and enters into force from the day the Grant Contract between the MA and the Lead Beneficiary enters into force. It shall remain in force until the Lead Beneficiary has discharged in full its obligations arising from the Grant Contract towards the MA, including the period of availability of documents for financial controls.

This Agreement shall also remain in force if there is any non-resolved dispute among the Parties at an out-of-court arbitration body.

In case the Grant Contract terminates, the present Agreement remains valid until the end of the availability of documents for financial controls.

5. Results

All the Parties shall adhere to the set numbers of the activities and action plan, so that the planned results and related indicators are achieved, as detailed in the Grant Application Form.



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6. Amendment of the activities, action plan, results and indicators

If for some reasons one of the Project Participants cannot implement one of the defined activities or deviation from the approved action plan is unavoidable with the necessary changes in the set of indicators, the Lead Beneficiary has to inform the MA/JTS in writing about the difficulties raised and shall request the possible modification accordingly.

Where the amendment does not affect the basic purpose of the Project, the Lead Beneficiary may amend the Description of the Project and shall inform the JTS accordingly. Such amendments shall be collected during the concerned reporting period in form of a 'request for modification(s)' by the Lead Beneficiary and submitted for approval to the Joint Technical Secretariat favourably at the end of the reporting period but in the report at the latest.

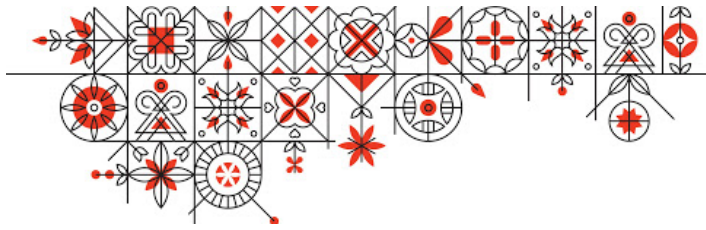
Where the level of amendment requires prior approval, the Lead Beneficiary shall submit a duly justified request to the JTS thirty days before the date on which the amendment should enter into force, unless there are special circumstances duly substantiated and accepted by the JTS. Upon approval, such amendment will be embodied in form of an Addendum to the Grant Contract.

The Lead Beneficiary shall obtain the written prior agreement of all the Beneficiaries for any amendment before applying to the MA/JTS with the request. The amendment may not have the purpose or the effect of making changes to the Grant Contract and Grant Application Form that would call into question the grant award decision or be contrary to the equal treatment of applicants.

7. Management of the project

The project shall be managed on the basis of the IPMA project management methodology. Each of the parties involved will be provided with the necessary reports provided by the applicant. The project will be checked on a weekly basis as part of the practical project activities solution with a short 15 minute long distance meeting. On a monthly basis, the achievement of measurable indicators of the project will be controlled. At the same time, this report will serve as a basis for taking corrective actions if the project objectives and measurable indicators are not met. Each and every participating partner is responsible for the project objectives, the measurable indicators and the project activities within their objective packages. All the partners will be entitled to draw the consequences of not meeting objectives by a partner within a fault rate that has not been met in the event of serious delays.

The lead member of the project management association will involve 3 persons in



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the position of a Project Manager - 3 x, Financial Manager - 3x, Project Coordinator - 2x, and with the other partners 2 positions for Project Assistant .

Changes during the implementation of the process will be handled operationally as they occur in 120 days (e.g. project partner change). The management structure of the project copies the manager structure of the applicant and the partners and does not create new superior-subordinate structures.

The Lead applicant and the Applicants dispose with sufficient sources for their financial operation. All sources planning in the project are needed for the project have stable and sufficient sources for co-financing. Every project partners have the sufficient technical and management capacity including staff, equipment, knowledge and ability to handle the budget of the project.

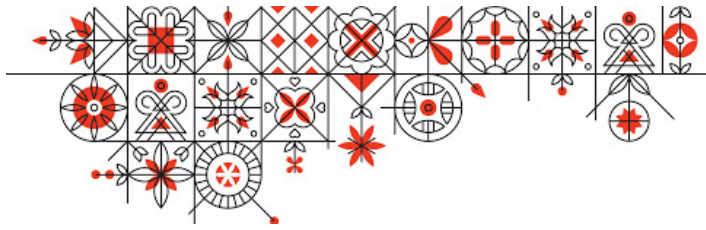
8. Changes in the project partnership

Being aware of the fact that all changes in the project partnership need prior approval of the Joint Monitoring Committee and that the Grant Contract shall terminate if the number of Beneficiaries falls below the minimum number of participants, the Project Participants agree not to back out of the Project unless there are unavoidable reasons for it.

In case one of the Project Participants withdraws from the Project or its participation is terminated from it (the process is detailed under Article 3), the remaining Project Participants shall undertake to find a rapid and efficient solution to ensure further proper project implementation without any delay. Consequently, the Project Participants shall endeavour to cover the contribution of the withdrawing Project Participant, either by completing its tasks by one or more of the remaining Project Participants or by involving a new potential Beneficiary to join the project partnership, taking into account the relevant programme provisions.

In case of legal succession, e.g. when the Beneficiary changes its legal form, the Beneficiary is obliged to transfer all duties under this Agreement to the legal successor. The Beneficiary shall notify the Lead Beneficiary in written form within [5 working] days. The Lead Beneficiary shall notify the JTS according to the provisions set out in the Grant Contract.

The Lead Beneficiary shall inform the MA/JTS as soon as changes in the project partnership are foreseeable. The changes in the partnership enter into force only after approval by the Joint Monitoring Committee.



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The Beneficiary whose participation in the Project was terminated or the one who backed out of the Project will be obliged by the present Agreement for its whole duration with regard to the activities carried out and expenditure incurred until the moment when the termination took effect or when the Beneficiary withdrew from the Project. The provisions set for document keeping, recoveries and financial controls and audits remain applicable to them.

9. Liability

The Project Participants agree that one Party cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the other Party while the Project is being carried out or as a consequence of the Project.

The Project Participants agree that they shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the part of the Project implemented under their own responsibility is being carried out or as a consequence of that part of the Project.

10. Sub-contracting

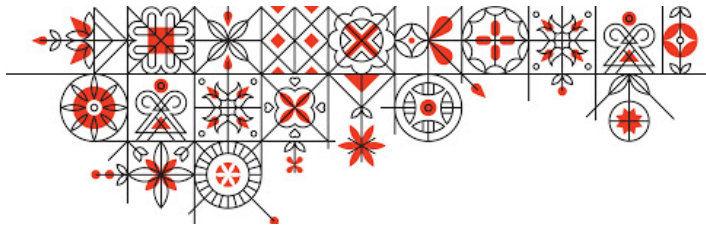
The Project Participants may subcontract a limited portion of the Project.

In the case in which one of the Beneficiaries sign agreements/contracts with subcontractors for a partial execution of their part of the Project, Beneficiary will continue to be responsible towards the Lead Beneficiary for all the obligations arising from the present Agreement.

If the implementation of a project requires procurement of goods, works or services by a Beneficiary, the following rules shall apply:

where the Beneficiary is a contracting authority or a contracting entity within the meaning of the Union legislation applicable to procurement procedures, it may apply national laws, regulations and administrative provisions adopted in connection with Union legislation.

In all other cases the applicable rules are set out in Art. 52 paragraph 2 and Articles 53 to 56 of ENI CBC Implementing Rules, as well as any specific instructions defined in the Guidelines for Applicants and the Project Implementation Manual.



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11. Financing of the Projects

The financing of the Project will be performed in accordance with the Article 3 of the Grant Contract.

The total eligible cost of the Project is estimated at **644 572,51** Euro, as set out in the Budget of the Project, annexed to the Grant Contract. The maximum ENI grant is estimated at **580 115,26** Euro, equivalent to **90%** of the estimated total eligible cost of the Project.

Separate Beneficiary level budget for the part of the Project implemented under each Beneficiary's own responsibility should be filled in and annexed to the present Agreement. Beneficiary level budgets should be annexed in as many tables as the number of the Project Participants (including the Lead Beneficiary), conforming to Annex II of the Grant Contract (Budget of the project indicated per beneficiary including ENI share in amount and in percentage).

12. Co-financing of the Projects

The Project Participants shall co-finance the ENI grant contribution according to the requirements of the Grant Contract.

The Lead Beneficiary undertakes to co-finance the implementation of the Project with **11 918,68** Euro.

The Beneficiary 1 undertakes to co-finance the implementation of the Project with **16 705,97** Euro.

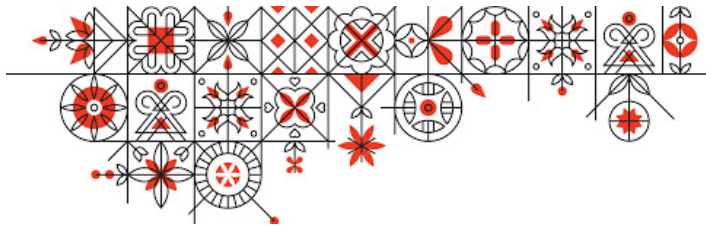
The Beneficiary 2 undertakes to co-finance the implementation of the Project with **11 956,96** Euro.

Failure to respect this clause may cause penalties correspondent to the caused damage or even a project termination and recovery.

Project Participants shall follow the applicable State Aid rules.

13. Payment

All Union contributions for implementation of the Project will be transferred to the bank account of the Lead Beneficiary defined in the Financial Identification Form



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(Annex 2 to this Agreement). All the payments in the frame of Project will be made by the Lead Beneficiary from this bank account in Euro.

Any changes of the bank account data by the Beneficiary must be reported to the Lead Beneficiary as soon as possible.

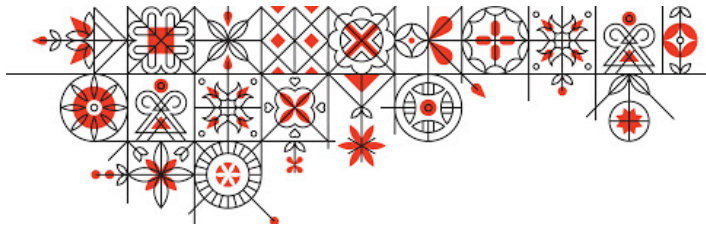
The Lead Beneficiary shall be responsible for the administrative and financial management of the funds.

The Lead Beneficiary takes responsibility for distributing the Union funds between the Project Participants as the pre-financing payments and in accordance with their verified expenditures incurred for project actions and payment requests. The fund will be distributed by means of the transfer within 10 working days without delay as from the date of receipt of the instalment of Grant, proportionally to each Beneficiary's contribution to the Project unless justified, without making any deduction, retention or further specific charge, and shall submit the proof of transfer to MA/JTS within 10 working days.

Financial Identification Form per each Beneficiary (conforming to the model provided in the Application Package and Annex 1 to the present Agreement) contains details of the bank accounts to which the ENI share of the Beneficiaries shall be transferred by the Lead Beneficiary. If the total verified accepted eligible costs of the part of the Project implemented under the Beneficiary's responsibility at the end of the Project are less than the estimated cost, the Beneficiary shall be limited to the amount approved by the MA for the respective part of the Project.

Any interest accruing from pre-financing paid by the Lead Beneficiary to the Partners shall be mentioned in the final report. Any interest or equivalent benefits from the pre-financing paid by the MA to the Lead Beneficiary and transferred to the project Beneficiaries will not be due to the MA and shall be used by each Beneficiary for the project activities. However, for the purpose of monitoring, the interest obtained will need to be stated in the final reports.

Revenues generated by the project are monitored throughout the whole project life cycle in narrative and financial reports. The revenues to be potentially generated within the project implementation may constitute the Lead Beneficiary's or the Beneficiaries co-financing (at least 10% of the project) if they have been predicted in the project budget. Any revenues above the threshold of the Lead Beneficiary's and Beneficiaries' co-financing shall be deducted from the reported eligible expenditures in the final payment claim submitted by the Lead Beneficiary.



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Other specific cases and definitions are set in the Article 10 “Financial provisions” of the Grant Contract and in the Project Implementation Manual.

14. Budget and eligible expenditures

The Lead Beneficiary is the sole responsible party to the MA/JTS for the budgetary and financial management of the Project.

The Project Participants commit themselves to respect the budget breakdown as set in the Annex II of the Grant Contract (Budget of the project) and the Beneficiary level budgets annexed to the present Agreement and shall implement the project according to the budget reported.

The Lead Beneficiary must ensure the correctness of the accounting, financial reports and documents drawn up by the Beneficiaries regarding the budget. The Lead Beneficiary may request further information, documentation and evidence from the Beneficiaries to that effect. Each Beneficiary shall be held responsible for financial implementation of its part of the budget assigned for the Project.

Any amendment of the project budget shall be performed by the Lead Beneficiary according to Article 16 of the Grant Contract and under the prior agreement of the Beneficiaries. Provisions set out in Article 6 “Amendment of the activities, action plan, results and indicators” of present Agreement applies for the amendment of the budget as well.

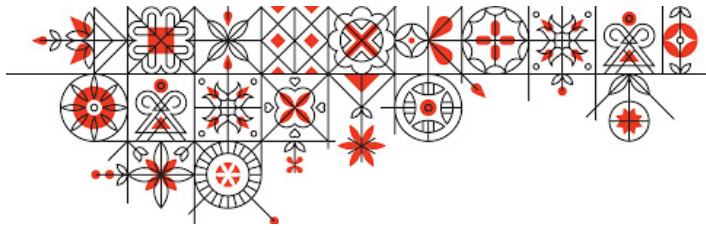
Each Beneficiary is committed to keep accounts solely used for the Project budget, following the requirements indicated in the grant contract.

The accounts shall provide total expenses related to the budget operation in national currency and translated into Euro for reporting following the method stipulated in the Grant Contract.

The Project Participants commit themselves to respect all the eligible criteria.

15. Monitoring

The Lead Beneficiary has overall responsibility for monitoring the actions undertaken by the Beneficiaries on an on-going basis, aiming at the achievement of the results and measured by the related indicators.



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The Lead Beneficiary is obliged to promptly inform the MA/JTS and to provide it with all necessary details in case of any events that could jeopardize the implementation of the Project or the achievement of the planned results.

16. Reporting

The Lead Beneficiary can submit a Request for Payment to the JTS only 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 an Interim Report to the Lead Beneficiary consisting of a narrative part describing the activities carried out with their outputs and results during the reporting period and a financial part presenting the financial progress of the Project part implemented under his own responsibility, compared to the approved Grant Application Form.

The Beneficiary level interim report shall consist of a narrative part and a financial part shall conform to the template as published by the Programme and shall cover every 12 months of the implementation period of the Project.

The Beneficiary level final report consisting of a narrative part and a financial part shall conform to the template as published by the Programme.

The proofs of the transfers of ownership referred to Article 19 "Ownership/use of results" are to be annexed to the final report.

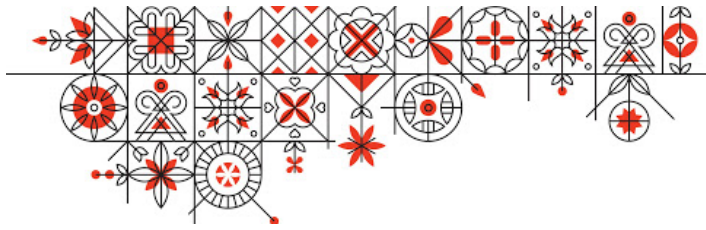
The Beneficiaries have to respect the reporting deadlines of the Grant Contract and have to submit their Interim/Final Reports and Expenditure Verification Reports for the part of the Project implemented under its own responsibility to the Lead Beneficiary in due time, until **31.03.2023**.

The Expenditure Verification Report shall be issued by a national controller (in case of Beneficiary from a Member State) or by an approved independent auditor (in case of Beneficiary from Ukraine). For verification of expenditures Ukrainian Beneficiaries have to choose pre-select independent external auditor from the list of auditors approved by the Ministry of Finance of Ukraine from 14 March, 2019 No 111.

An Expenditure Verification Report shall be attached to:

- any interim report
- the final report.

Having collected all the Beneficiary level interim reports and Expenditure Verification Reports, the Lead Beneficiary prepares and then submit the Project



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Interim Report to the JTS accompanied by a request for further pre-financing payments and all the connected Beneficiary level interim reports and Expenditure verification Reports. The same procedure applies for the Final Report with exception to the request for further pre-financing payments.

The Reports shall be drafted in English language and should be drawn up in Euro. The Beneficiaries shall convert into Euro the amounts of expenditure in the list of expenditure incurred in national currency before submission for verification to the responsible controller or auditor. The expenditures shall be converted as described in the Grant Contract. The exchange rate risk is borne by the Beneficiary concerned.

If a Beneficiary fail to supply the Lead Beneficiary with any of the Reports by the deadline set above, it has to represent sufficient written explanation of the reasons why it is unable to comply with this obligation.

Failure to respect this timing may cause penalties correspondent to the caused damage or the suspension of any further transfer of resources from the Lead Beneficiary to the Beneficiary(ies).

Each Beneficiary is obliged to supply the Lead Beneficiary with all information that is needed for the preparation of the Project Reports and for any other specific documentation that might be requested.

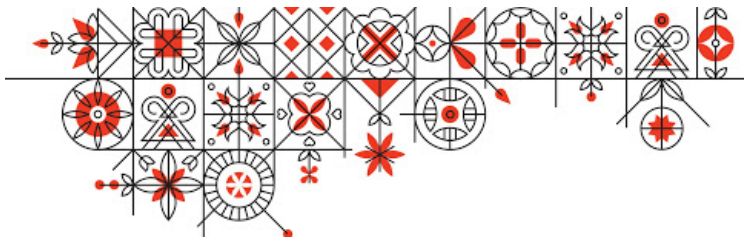
The Lead Beneficiary shall keep the Beneficiary(ies) informed on a regular basis about all relevant communication with the MA/JTS regarding the approval of the Reports and about all other essential issues connected to the Project implementation.

17. Financial control and audit requirements

The Lead Beneficiary shall perform the verification of expenditure as laid down in Article 6.7 of the Grant Contract.

The requirement of the Article 6.7 of the Grant Contract will be extended to all Beneficiaries independently of the amount granted.

The Lead Beneficiary will receive Beneficiaries' expenditure verification coming from either an accredited and approved auditor in the case of Ukrainian Beneficiaries or from national controllers in the case of Beneficiaries coming from



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Member States. The received expenditure verification reports attached to the individual (Beneficiary level) reports will be submitted by the Lead Beneficiary to the JTS, together with the Project report accompanied by a request for further pre-financing payment in case of interim reports.

The information concerning the reality and validity of actions and expenses eligible for funding provided by each Beneficiary shall engage only his responsibility.

The Project Participants take all the necessary arrangements to assure that the foreseen verification will be carried out and provide the national controllers/auditors of any requested information on the project, giving them access to the accounting books, supporting documents and other documentation related to the project, including site visits for the equipment, works and infrastructure.

The coverage rate for the expenditure to be verified shall be defined in the published Terms of Reference, in accordance with applicable national legislation and international standards.

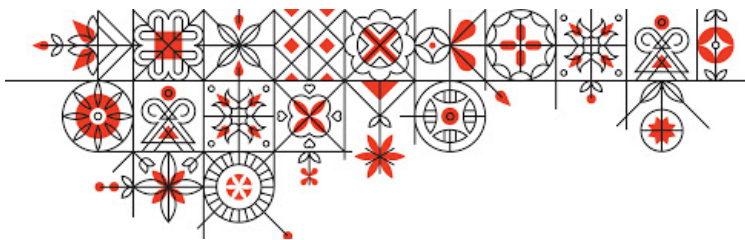
18. Recovery

The Lead Beneficiary shall be responsible for the recovery of any unjustified or ineligible expenditure and for the reimbursement to the MA of its share or amounts recovered according to the Article 14 of the Grant Contract.

Where ineligible expenditure already covered by a payment is identified on receipt of the final report for a contract or following a control or an audit, the Lead Beneficiary shall make out the recovery to the Beneficiaries (or the Subcontractors) concerned. The Beneficiaries (or Subcontractors) will reimburse such funds to the Lead Beneficiary on the base of the recovery orders.

The Beneficiary whose participation in the Project was terminated is obliged to refund to the Lead Beneficiary any ineligible funds and any damage to the remaining Project Participants.

Project Participants recognize the right of the MA to directly request from them the recovery of any amount claimable for which they are responsible. Likewise, and in case the MA is unable to recover the debt within one year of issuing the recovery order, all Project Participants further recognize the right of the national authorities of the country to which they belong to directly claim from them the recovery of any amount claimable for which they are responsible, including by offsetting of any Union contribution from any financial instrument. They also accept the right of the European Commission to directly claim the recovery by the same means.



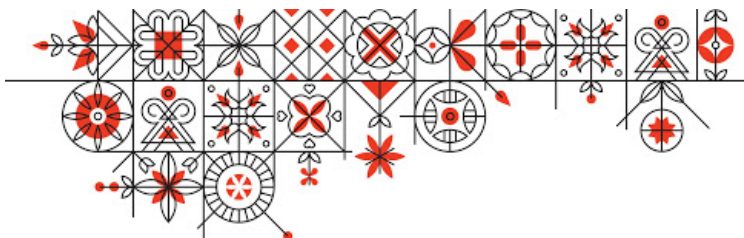
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19. Ownership/use of results

The issues of the ownership are regulated by Article 12 "Ownership/use of results and assets" of the Grant Contract.

The Project Participants agree that owners of the investments are the following:

- [Obec Liptovska Teplicka] is the owner of the [Reception desk, 1 piece]
- [Obec Liptovska Teplicka] is the owner of the [Furniture set, 1 piece]
- [Obec Liptovska Teplicka] is the owner of the [Showcase - high 1x1x2 m, 3 pieces]
- [Obec Liptovska Teplicka] is the owner of the [Showcase - long 1x2x1 m, 2 pieces]
- [Obec Liptovska Teplicka] is the owner of the [Laptop, 2 pieces]
- [Obec Liptovska Teplicka] is the owner of the [Historical and Ethnographical study]
- [Obec Liptovska Teplicka] is the owner of the [Events scenario]
- [Obec Liptovska Teplicka] is the owner of the [Banners, 3 pieces]
- [Obec Liptovska Teplicka] is the owner of the [Posters, 20 pieces]
- [Obec Liptovska Teplicka] is the owner of the [Project web site]
- [Obec Liptovska Teplicka] is the owner of the [Tourist marking]
- [Obec Liptovska Teplicka] is the owner of the [Reconstructed Museum building]
- [Velykyj Bereznyj Village council] is the owner of the [Historical and Ethnographical study]
- [Velykyj Bereznyj Village council] is the owner of the [Equipment for the contact point]
- [Velykyj Bereznyj Village council] is the owner of the [Audit services]
- [Velykyj Bereznyj Village council] is the owner of the [Translation services]
- [Velykyj Bereznyj Village council] is the owner of the [Interpreters services]
- [Velykyj Bereznyj Village council] is the owner of the [Bank costs]
- [Velykyj Bereznyj Village council] is the owner of the [Translation services, Interpreters services, Bank costs]
- [Velykyj Bereznyj Village council] is the owner of the [Banners, 3 pieces]
- [Velykyj Bereznyj Village council] is the owner of the [Posters, 400 pieces]
- [Velykyj Bereznyj Village council] is the owner of the [Technical project supervision]
- [Velykyj Bereznyj Village council] is the owner of the [Project documentation supervision]
- [Velykyj Bereznyj Village council] is the owner of the [Public procurements services]
- [Velykyj Bereznyj Village council] is the owner of the [Reconstructed city park]
- [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium] is the owner of the [Equipment for the cultural center]
- [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium] is the owner of the [Exhibition materials]
- [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium] is the owner of the [Historical and Ethnographical study]
- [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium] is the owner of the [Banner]
- [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium]



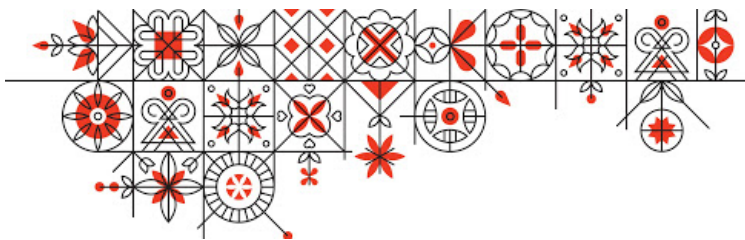
The Ancestors journey

is the owner of the [Transport service]

- [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium] is the owner of the [Project design, technical inspection]
- [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium] is the owner of the [Reconstructed building of the cultural center]

The Project Participants agree that owners of the Project outputs/deliverables are the following:

- [Obec Liptovska Teplicka] is the owner of the [Increase of number of visitors of reconstructed sites (visitors) in the number of 5000 visitors]
- [Velykyj Bereznyj Village council] is the owner of the [Increase of number of visitors of reconstructed sites (visitors) in the number of 10 000 visitors]
- [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium] is the owner of the [Increase of number of visitors of reconstructed sites (visitors) in the number of 10 000 visitors]
- [Obec Liptovska Teplicka] is the owner of the [Number of cross- border cultural events organised and touristic products developed using ENI support (COI8) in the number of one event]
- [Velykyj Bereznyj Village council] is the owner of the [Number of cross- border cultural events organised and touristic products developed using ENI support (COI8) in the number of one event]
- [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium] is the owner of the [Number of cross- border cultural events organised and touristic products developed using ENI support (COI8) in the number of one event]
- [Obec Liptovska Teplicka] is the owner of the [Number of organisations using programme support for promoting local culture and preserving historical heritage (COI6) in the number of one organisation]
- [Velykyj Bereznyj Village council] is the owner of the [Number of organisations using programme support for promoting local culture and preserving historical heritage (COI6) in the number of one organisation]
- [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium] is the owner of the [Number of organisations using programme support for promoting local culture and preserving historical heritage (COI6) in the number of one organisation]
- [Obec Liptovska Teplicka] is the owner of the [Number of improved cultural and historical sites as a direct consequence of programme support (COI7) - Museum]
- [Velykyj Bereznyj Village council] is the owner of the [Number of improved cultural and historical sites as a direct consequence of programme support (COI7) – city park]
- [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium] is the owner of the [Number of improved cultural and historical sites as a direct consequence of programme support (COI7) – Cultural center]
- [Obec Liptovska Teplicka] is the owner of the [Historical and ethnographical study]



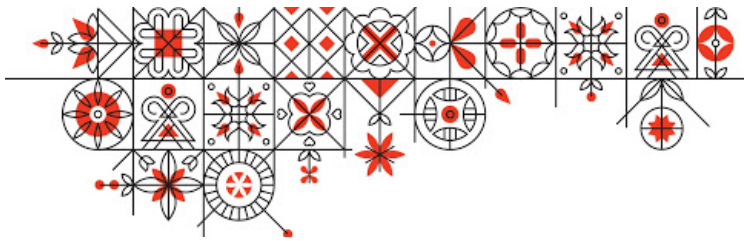
The Ancestors journey

- [Velykyj Bereznyj Village council] is the owner of the [Historical and etnografical study]
- [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium] is the owner of the [Historical and etnografical study]
- [Obec Liptovska Teplicka] is the owner of the [Cultural event in the number of one event]
- [Velykyj Bereznyj Village council] is the owner of the [Cultural event in the number of one event]
- [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium] is the owner of the [Cultural event in the number of one event]
- [Obec Liptovska Teplicka] is the owner of the [Contact center in the number of one event]
- [Velykyj Bereznyj Village council] is the owner of the [Contact center in the number of one event]
- [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium] is the owner of the [Contact center in the number of one event]
- [Obec Liptovska Teplicka] is the owner of the [Publications, reports and reports from the scientific community in the form of citations in the number of 20 publications]
- [Velykyj Bereznyj Village council] is the owner of the [is the owner of the [Publications, reports and reports from the scientific community in the form of citations in the number of 15 publications]
- [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium] is the owner of the [is the owner of the [Publications, reports and reports from the scientific community in the form of citations in the number of 15 publications]

The copies of the proofs of transfers (if any) will be attached to the Final Reports as set in the article "Reporting".

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 Participants agree on the following activities and designate the following rights and duties within the project partnership:

- a) [Obec Liptovska Teplicka] will sustain the project result Identified family ties for the project implementation – 1 piece performed by the activity Finding and mutual meeting of the participants of "The Ancestors Journey", located in Liptovska Teplicka, financed by ENI contribution 90%, state contribution 5%, own sources 5%];
- b) [Velykyj Bereznyj Village council] will sustain the project result Identified family ties for the project implementation – 1 piece performed by the activity Finding and mutual meeting of the participants of "The Ancestors Journey", located in Velykyj Bereznyj, financed by ENI contribution 90%, own sources 10%];
- c) [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium] will sustain the project result Identified family ties for the project implementation – 1 piece performed by the activity Finding and mutual meeting of



The Ancestors journey

the participants of "The Ancestors Journey", located in Sátorajjáújhely, financed by ENI contribution 90%, state contribution 5%, own sources 5%];

d) [Obec Liptovska Teplicka will sustain the project result Number of meetings with the international participants – 1 piece performed by the activity Finding and mutual meeting of the participants of "The Ancestors Journey", located in Liptovska Teplicka, financed by ENI contribution 90%, state contribution 5%, own sources 5%];

e) [Velykyj Bereznyj Village council will sustain the project result Number of meetings with the international participants – 1 piece performed by the activity Finding and mutual meeting of the participants of "The Ancestors Journey", located in Velykyj Bereznyj, financed by ENI contribution 90%, own sources 10%];

f) [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium will sustain the project result Number of meetings with the international participants – 1 piece performed by the activity Finding and mutual meeting of the participants of "The Ancestors Journey", located in Sátorajjáújhely, financed by ENI contribution 90%, state contribution 5%, own sources 5%];

g) [Obec Liptovska Teplicka will sustain the project result Number of established infocenters and contact points – 1 piece performed by the activity Establish the contact points, located in Liptovska Teplicka, financed by ENI contribution 90%, state contribution 5%, own sources 5%];

h) [Velykyj Bereznyj Village council will sustain the project result Number of established infocenters and contact points – 1 piece performed by the activity Establish the contact points, located in Velykyj Bereznyj, financed by ENI contribution 90%, own sources 10%];

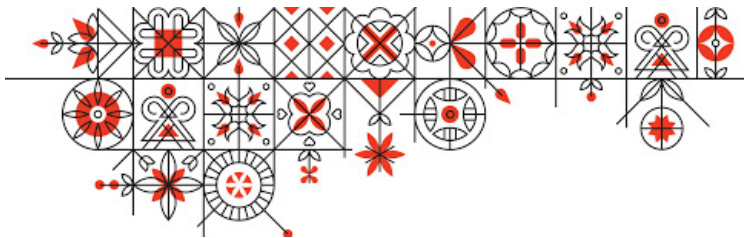
i) [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium will sustain the project result Number of established infocenters and contact points – 1 piece performed by the activity Establish the contact points, located in Sátorajjáújhely, financed by ENI contribution 90%, state contribution 5%, own sources 5%];

j) [Obec Liptovska Teplicka will sustain the project result Number of historical studies carried out – 1 piece performed by the activity Finding and mutual meeting of the participants of "The Ancestors Journey", located in Liptovska Teplicka, financed by ENI contribution 90%, state contribution 5%, own sources 5%];

k) [Velykyj Bereznyj Village council will sustain the project result Number of historical studies carried out – 1 piece performed by the activity Finding and mutual meeting of the participants of "The Ancestors Journey", located in Velykyj Bereznyj, financed by ENI contribution 90%, own sources 10%];

l) [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium will sustain the project result Number of historical studies carried out – 1 piece performed by the activity Finding and mutual meeting of the participants of "The Ancestors Journey", located in Sátorajjáújhely, financed by ENI contribution 90%, state contribution 5%, own sources 5%];

m) [Obec Liptovska Teplicka will sustain the project result Number of tourists and people interested in the project result – 5 000 person performed by the activity Cultural and enlightenment activities, located in Liptovska Teplicka, financed by ENI



The Ancestors journey

contribution 90%, state contribution 5%, own sources 5%];

n) [Velykyj Bereznyj Village council will sustain the project result Number of tourists and people interested in the project result – 5 000 person performed by the activity Cultural and enlightenment activities, located in Velykyj Bereznyj, financed by ENI contribution 90%, own sources 10%];

o) [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium will sustain the project result Number of tourists and people interested in the project result – 5 000 person performed by the activity Cultural and enlightenment activities, located in Sátoraljaújhely, financed by ENI contribution 90%, state contribution 5%, own sources 5%];

p) [Obec Liptovská Teplicka will sustain the project result Number of reconstructed buildings – 1 building performed by the activity Establishing the museum in the central part of Liptovská Teplička, located in Liptovská Teplicka, financed by ENI contribution 90%, state contribution 5%, own sources 5%];

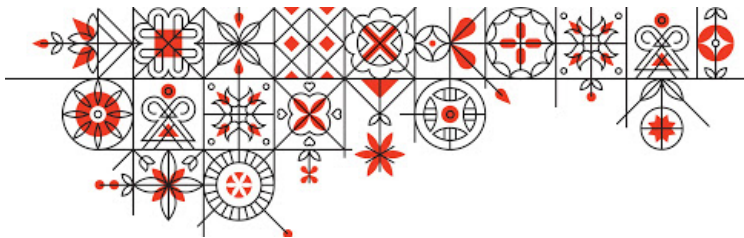
q) [Velykyj Bereznyj Village council will sustain the project result Number of renovated public areas – 1 area performed by the activity Reconstruction of the park in the town of Velykyj Bereznyj, located in Velykyj Bereznyj, financed by ENI contribution 90%, own sources 10%];

r) [Magyar – Szlovák Két Tanítási Nyelvű Nemzeti Általános Iskola és Kollégium will sustain the project result Number of reconstructed buildings – 1 building performed by the activity Establishing of the cultural centre for the foreign minority in Hungary, located in Sátoraljaújhely, financed by ENI contribution 90%, state contribution 5%, own sources 5%];

s) [Obec Liptovská Teplicka will sustain the project result Number of built museum – 1 museum performed by the activity Establishing the museum in the central part of Liptovská Teplička, located in Liptovská Teplicka, financed by ENI contribution 90%, state contribution 5%, own sources 5%];

In project are not planned the revenues generated after project closure. Contact points will be open free of charge.

Taking into account the provisions of Article 39 point 3 of ENI CBC Implementing Rules, any project including an infrastructure component shall repay the Union contribution if, within five years of the project closure or within the period of time set out in state aid rules, where applicable, it is subject to a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives. Sums unduly paid in respect of the project shall be recovered by the MA in proportion to the period for which the requirement has not been fulfilled. Therefore, owners of an infrastructure component shall not substantially modify their respective project parts affecting its nature, objectives or its implementation conditions.



The Ancestors journey

20. Communication, publicity and projects results

1. Any publicity measure undertaken by any of the Project Participants shall be conducted in accordance with the Article 19 of the Grant Contract and with any other provisions of the Hungary-Slovakia-Romania-Ukraine ENI Cross-border Cooperation Programme 2014-2020.

2. Information and publicity measures shall be co-ordinated among the Project Participants. Each Project Participant is equally responsible for promoting the fact that financing for the Project is provided from Union contribution within the framework of the Hungary-Slovakia-Romania-Ukraine ENI Cross-border Cooperation Programme 2014-2020 and is responsible for ensuring the adequate promotion of the Project.

3. The Project Participants 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 Participants and for the public free of charge.

4. The Project Participants agree that the Lead Beneficiary may provide the MA/JTS 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 of the Project;
- the name of the Lead Beneficiary and the other Beneficiaries;
- the amount granted and the EU co-financing rate;
- the purpose of the 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.

21. Amendments of the Agreement

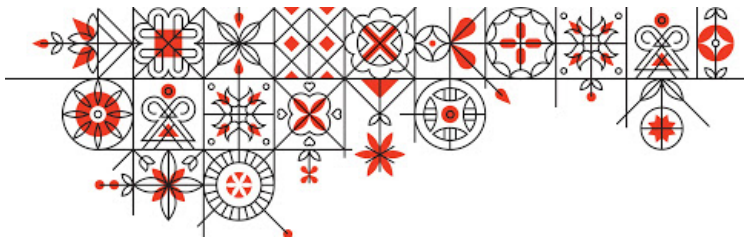
Any amendments to this Agreement shall be in writing and shall be signed by all Parties and only after prior approval of the MA/JTS.

No amendments should be done retroactively.

22. Dispute settlement

The Parties shall do everything possible to settle amicably any dispute arising between them during implementation of the Project. To that end, they shall communicate their positions and any solution that they consider possible in writing and meet each other at either's request.

The Lead Beneficiary shall inform the MA/JTS of any unsolved disputes arises



The Ancestors journey

during the project implementation.

This Agreement is governed by the law of **Slovak Republic**, being the law of the Lead Beneficiary. Disputes will be settled by the **Poprad Court of justice, Štefánikova 100, 058 01 Poprad, Slovak republic.**

23. Compliance

This Agreement is in compliance with ENI Grant Contract and other Call for Proposals documents. In case of contradictions between the text of the Agreement and the Grant Contract, the provisions of the latter prevail. The Agreement has to be signed by the Lead Beneficiary and Beneficiaries before the signature of the Grant Contract. Present Agreement is integral part of the Grant Contract and its annexes.

24. Transparency

The Lead Beneficiary has to secure the circulation of information received from the MA/JTS to all Beneficiaries and vice versa.

Project information, including project contracts, will be published transparently on the lead beneficiary's website. All documents related to the transparency of the project will also be published on this page.

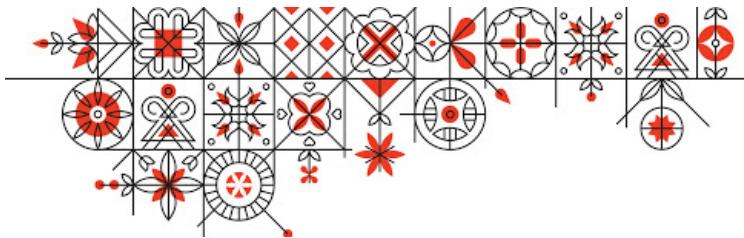
25. Confidentiality

The principle of the confidentiality will be kept by the Project Participants according to Article 9 of the Grant Contract.

26. Working language

The working language of the project partnership shall be English as defined in the Section 8 of the Joint Operational Programme Document. Present Agreement is concluded in English. In case of translation of this Agreement to another language the English version will be the binding one.

6 original copies will be made of this Agreement of which each Party keeps one original, while three originals are attached to the Grant Contracts.



The Ancestors journey

Name of the Lead Beneficiary:	Obec Liptovska Teplicka
Name and title of legal representative:	Mgr. Slavomir Kopac - mayor
Place, date and stamp: Liptovska Teplicka, 08.02.2021	
Signature	

Name of the Beneficiary 1:	Velykyj Bereznyj Village council
Name and title of legal representative:	Bogdan Kyrlyk
Place, date and stamp: Velykyj Bereznyj, 08.02.2021	
Signature	

Name of the Beneficiary 2:	Magyar – Szlovák Két Tanítási Nyelvű Nemzetiségi Általános Iskola és Kollégium
Name and title of legal representative:	Júlia Kuczik
Place, date and stamp: Sátoraljaújhely, 08.02.2021	
Signature	

ANNEXES:

Annex 1. Financial Identification Form of each Beneficiary

Annex 2. Budget of the Project (Annex II of the Grant Contract)

PROJECT BUDGET PER BENEFICIARY

HUSKROUA/1901/3.1/0003/LB
ANCESTORS

LB:
LB:

TEPLICKA SK
TEPLICKA SK

No.	Budget lines	Activity	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)	Description
1	Human Resources					34 000,00	
1.1	Salaries of internal project manager					24 520,00	
1.1.1	Project manager	days		125,00	120,00	15 000,00	Project manager (Katarína Suchá Očenášová), total labor costs 15 Eur / per hour, hourly gross wage 11,09 Eur / hour, the total estimated number of hours spent on the project = 1 000 hour (125 working days), total 15 000,- Eur, the maximum level of 25% workload, as needed.
1.1.2	Project coordinator	days		85,00	112,00	9 520,00	Project coordinator (Ján Drab), total labor costs 14 Eur / per hour, hourly gross wage 10,35 Eur / hour, the total estimated number of hours spent on the project = 680 hour (85 working days), total 9 520,- Eur, the maximum level of 25% workload, as needed.
1.2	Salaries of internal project financial manager					480,00	
1.2.1	Financial manager	days		5,00	96,00	480,00	Project financial manager (Anna Ivanová), total labor costs 12 Eur / per hour, hourly gross wage 8,88 Eur / hour, the total estimated number of hours spent on the project = 40 hour (5 working days), total 480,- Eur, the maximum level of 25% workload, as needed.
1.3	Salaries of internal project communication manager					0,00	
1.4	Salaries of internal professional staff					9 000,00	
1.4.1	Project assistant	days		125,00	72,00	9 000,00	Project assistant (Ľubomír Ferjančík), total labor costs 9 Eur / per hour, hourly gross wage 6,65 Eur / hour, the total estimated number of hours spent on the project = 1000 hour (125 working days), total 9 000,- Eur, the maximum level of 25% workload, as needed.
2	Travel					8 970,00	
2.1	International travel cost for project staff (including travel and subsistence costs)					1 470,00	
2.1.1	Travel cost - Hungary	project		1,00	920,00	920,00	Travel costs including accomodation Liptovská Teplička - Sátoraljaujhely (return trip), 4 persons, 2 nights, project staff - project manager, project coordinator, financial manager, project assistant
2.1.2	Travel cost - Ukraine	project		1,00	550,00	550,00	Travel costs including accomodation Liptovská Teplička - Velkyj Bereznyj (return trip), 4 persons, 2 nights, project staff - project manager, project coordinator, financial manager, project assistant
2.2	Inland travel cost for project staff (including travel and subsistence costs)					0,00	
2.3	Travel costs for other stakeholders					7 500,00	
2.3.1	Travel costs stakeholders - Hungary	project		1,00	4 500,00	4 500,00	Travel costs including accomodation Liptovská Teplička - Sátoraljaujhely (return trip), 20 persons, 2 nights, the descendents at the mutual meeting
2.3.2	Travel costs stakeholders - Ukraine	project		1,00	3 000,00	3 000,00	Travel costs including accomodation Liptovská Teplička - Velkyj Bereznyj (return trip), 20 persons, 2 nights, the descendents at the mutual meeting
3	Equipment and supplies					10 350,00	
3.1	Purchase or rent of equipment					9 050,00	
3.1.1	Reception desk	piece		1,00	4 500,00	4 500,00	Reception desk with the shelves for the museum
3.1.2	Furniture set	piece		1,00	1 500,00	1 500,00	Sofa set (160 - 180 cm), 3 pieces of armchairs and 2 pieces of conference tables for museum
3.1.3	Showcase - high 1x1x2 m	piece		3,00	650,00	1 950,00	Showcase for the exhibits for the museum - high
3.1.4	Showcase - long 1x2x1m	piece		2,00	550,00	1 100,00	Showcase for the exhibits for the museum - long
3.2	Others					1 300,00	
3.2.1	Laptop	project		2,00	650,00	1 300,00	Laptop and mouse for the museum operation and the coordination of the project activities, suitable for carryin

4	Services					13 900,00	
4.1	Publications					0,00	
4.2	Studies, research					11 500,00	
4.2.1	Historical and Ethnographical study	project	1,00	8 000,00	8 000,00		1 historical and ethnographical study, the expected scope of the study - 180 pages with attachments, thesis is the Ancestors journey, migration, immigration and connecting the nations. The historical study is the base of the project. Based on this summar study, we will create specific activities for the meeting of ancestors. This study will be created together with partners organisations. After the project will be available for historians. Creation and design of the events scenario in accordance with the family links, based on the historical and ethnografical study. This events scenario will be the main base for the ancestors meeting. Events scenario will be combined with culture acitivities supporting the connection of migrated people from different countries. The output of this acitivities will be recorded in the chronicle and supported by photographs. Documents from this events will be the basis for the historians.
4.2.2	Creation of the events scenario	project	1,00	3 500,00	3 500,00		
4.3	Costs of Expenditure Verification					0,00	
4.4	Translation, interpreters					0,00	
4.5	Financial services (bank costs etc.)					0,00	
4.6	Costs of events (conferences, seminars)					0,00	
4.7	Visibility and communication actions					2 400,00	
4.7.1	Banners	piece	3,00	350,00	1 050,00		3 pcs of banners, A0 format, full colour printing, flexible base, ancestors tematique, banners will be set on the Liptovska Teplicka folk festival, later placed in museum
4.7.2	Posters	piece	20,00	5,00	100,00		20 pcs of posters, colour printing, coated paper, A3 format , ancestors tematique, poster, intended for placement in information panels, later placed in museum.
4.7.3	Website - adjustments	project	1,00	500,00	500,00		Adjustment of the already existing applicant's web site by adding the project activities, separate web space on the Liptovska Teplicka official village web site
4.7.4	Tourist marking	project	1,00	750,00	750,00		Tourist marking of the Information centre and museum in the form of the notification boards of different sizes, the size will be specified after the construction work
4.8	Others					0,00	
5	Project Dedicated Office					0,00	
5.1	Office rent					0,00	
5.2	Consumables (Preparation of project documentation)					0,00	
5.3	Others					0,00	
6	Investment/Works					169 809,10	
6.1	Studies, technical documentations, permissions					0,00	
6.2	Construction, works					0,00	
6.3	Reconstruction, works					169 809,10	
6.3.1	Reconstruction of the museum building in Liptovská Teplička (fire-fighting station)	project	1,00	169 809,10	169 809,10		Reconstruction of the bulding of museum (old fire-fighting station) in Liptovská Teplička in order to create the museum in accordance with the submitted project documentation and the designer's budget
7	Administrative costs (FLAT RATE – 2% of direct cost without infrastructure component (1+2+3+4) if choosen by the Beneficiary, maximum 2% on project level, but less than 60000 EUR/project)					1 344,40	Flat rate (%): 2,00
	Total eligible costs (1+2+3+4+5+6+7)					238 373,50	

PROJECT BUDGET PER BENEFICIARY

HUSKROUA/1901/3.1/0003/B1
ANCESTORS

B1: Velykyj Bereznyj
LB: TEPLICKA

UA
SK

No.	Budget lines	Activity	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)	Description
1	Human Resources					36 240,00	
1.1	Salaries of internal project manager					23 760,00	
1.1.1	Project manager		days	192,00	75,00	14 400,00	Project manager (Bohdana KYRLYK) will work on the implementation of the project for 8 days per month during 24 months. Workload will stay at the level of 40%. Daily rate, based on previous years is on the level of 75 euro.
1.1.2	Project coordinator		days	144,00	65,00	9 360,00	Project coordinator (Iaroslav REVAI) will work on the implementation of the project for 6 days per month during 24 months of the project at the level of 30% of workload. Daily rate based on previous years is at 65 euro.
1.2	Salaries of internal project financial manager					12 480,00	
1.2.1	Financial manager		days	192,00	65,00	12 480,00	Project financial manager (Liubov BLYZNETS) will work on the implementation of the project for 8 days per month during 24 months at the level of 40% of workload. Daily rate based on previous years is at 65 euro.
1.3	Salaries of internal project communication manager					0,00	
1.4	Salaries of internal professional staff					0,00	
2	Travel					1 776,00	
2.1	International travel cost for project staff (including travel and subsistence costs)					740,00	
2.1.1	Travel costs - Slovakia		km	500,00	1,00	500,00	Travel expenses Velykyj Bereznyj - Liptovská Teplička and back, 3 persons, 2 nights, project staff - project manager, financial manager, project assistant (Travel expenses Velykyj Bereznyj - Liptovská Teplička and back, 4 persons, project staff - project manager, project coordinator, financial manager, project assistant (250 km x 2 x 1€ = 500 €))
2.1.2	Travel costs - Hungary		km	240,00	1,00	240,00	Travel expenses Velykyj Bereznyj - Sátoraljaujhely and back, 3 persons, 2 nights, project staff - project manager, financial manager, project assistant (Travel expenses Velykyj Bereznyj - Sátoraljaujhely and back, 4 persons, project staff - project manager, project coordinator, financial manager, project assistant (120 km x 2 x 1€ = 240 €))
2.2	Inland travel cost for project staff (including travel and subsistence costs)					0,00	
2.3	Travel costs for other stakeholders					1 036,00	
2.3.1	Travel costs stakeholders - Hungary		km	240,00	1,40	336,00	Travel costs including accomodation Velykyj Bereznyj - Sátoraljaujhely (return trip), 30 persons, 2 nights, the descendents at the mutual meeting (Travel costs Velykyj Bereznyj - Sátoraljaujhely (return trip), 30 persons, the descendents at the mutual meeting (120 km x 2 x 1,4€ = 336 €))
2.3.2	Travel costs - Slovakia		km	500,00	1,40	700,00	Travel costs including accomodation Velykyj Bereznyj - Liptovská Teplička (return trip), 30 persons, 2 nights, the descendents at the mutual meeting (Travel costs Velykyj Bereznyj - Liptovská Teplička (return trip), 30 persons, the descendents at the mutual meeting (250 km x 2 x 1,4€ = 700 €))
3	Equipment and supplies					5 000,00	
3.1	Purchase or rent of equipment					5 000,00	
3.1.1	Equipment for the contact point		project	1,00	5 000,00	5 000,00	There are list of the equipment, which are needed for the contact point: projector and canvas, laptop, furniture, tables, chairs, loudspeakers, wireless microphones.
3.2	Others					0,00	
4	Services					25 670,00	

4.1	Publications				0,00	
4.2	Studies, research				4 000,00	
4.2.1	Historical and Ethnographical study	project	1,00	4 000,00	4 000,00	Historical and Ethnographical studies, preparation of the exhibits for contact point and for the reconstructed central park in Ukraine, 30 pages + attachments
4.3	Costs of Expenditure Verification				3 000,00	
4.3.1	Audit	service	2,00	1 500,00	3 000,00	Mandatory audit for UA partners. Costs for 2 audits (1 per year of implementation).
4.4	Translation, interpreters				2 800,00	
4.4.1	Translation during the implementation	page	220,00	10,00	2 200,00	Costs of translation during the implementation of the project (PR materials, reports, documents, promotional folders, publicity). Costs for the interpreters for Slovak and Hungarian languages.
4.4.2	Interpreters	hour	20,00	30,00	600,00	Costs for the interpreters for Slovak and Hungarian languages.
4.5	Financial services (bank costs etc.)				1 500,00	
4.5.1	Bank costs	set	1,00	1 500,00	1 500,00	Bank costs for account fees, transfers, etc.
4.6	Costs of events (conferences, seminars)				8 320,00	
4.6.1	Project meeting - Ukraine	event	1,00	520,00	520,00	Costs for the boarding for HU+SK project staff members for the meetings during the project implementation (8 persons x 35 € = 280 €) + accomodation for HU+SK partners for the meeting (8 persons x 30 € = 240 €)
4.6.2	Cultural event - Summer opening in the reconstructed park	event	1,00	7 800,00	7 800,00	Costs for the boarding for 60 persons HU+SK for 2 days (35€ x 60 x2 = 4200€); accomodation for 60 persons HU+SK (30€ x 60 x 2 = 3600€)
4.7	Visibility and communication actions				4 250,00	
4.7.1	Banners	pcs	3,00	750,00	2 250,00	3 pcs of banners, material - plastic, size - 1,5 m x 2,5 m, full colour printing, including translations, instalation etc.
4.7.2	Posters	pcs	400,00	5,00	2 000,00	400 pcs of posters/leaflets about the history of the park in Velykyj Bereznyj, full-colour printing, A4 format, in 3 languages (UA, HU, SK).
4.8	Others				1 800,00	
4.8.1	Expert on technical supervision	set	1,00	1 500,00	1 500,00	Professional technical supervision during the implementation of the project.
4.8.2	Project documentation supervisor	set	1,00	100,00	100,00	Project documentation supervision during the implementation of the project.
4.8.3	Public procurement procedure	set	1,00	200,00	200,00	Funds for the realization of the public procurement procedure
5	Project Dedicated Office				0,00	
5.1	Office rent				0,00	
5.2	Consumables (Preparation of project documentation)				0,00	
5.3	Others				0,00	
6	Investment/Works				97 000,00	
6.1	Studies, technical documentations, permissions				0,00	
6.2	Construction, works				0,00	
6.3	Reconstruction, works				97 000,00	
6.3.1	The reconstruction works on the city park in Velkyj Bereznyj	project	1,00	90 000,00	90 000,00	The reconstruction works in in accordance with the submitted project documentation.
6.3.2	The reconstruction of lighting of the territory of the city park in Velkyj Bereznyj	PROJECT	1,00	7 000,00	7 000,00	The reconstruction in accordance with the submitted project documentation.
7	Administrative costs (FLAT RATE – 2% of direct cost without infrastructure component (1+2+3+4) if choosen by the Beneficiary, maximum 2% on project level, but less than 60000 EUR/project)				1 373,72	Flat rate (%): 2,00
Total eligible costs (1+2+3+4+5+6+7)					167 059,72	

PROJECT BUDGET PER BENEFICIARY

HUSKROUA/1901/3.1/0003/B2
ANCESTORS

B2: MSIEK
LB: TEPLICKA

HU
SK

No.	Budget lines	Activity	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)	Description
1	Human Resources					32 400,00	
1.1	Salaries of internal project manager					14 400,00	
1.1.1	Project manager		days	120,00	120,00	14 400,00	Project manager (Julia KUCZIK) will work on the implementation of the project for 5 days per month during 24 months. Workload will stay at the level of 25%. 10 hours/week/project manager for 24 months, amount 15 Eur/hour
1.2	Salaries of internal project financial manager					14 400,00	
1.2.1	Financial manager		days	120,00	120,00	14 400,00	Financial manager (Erika CSONKANE VARGA) will work on the implementation of the project for 5 days per month during 24 months. Workload will stay at the level of 25%. 10 hours/week/project manager for 24 months, amount 15 Eur/hour
1.3	Salaries of internal project communication manager					0,00	
1.4	Salaries of internal professional staff					3 600,00	
1.4.1	Project assistant		days	30,00	120,00	3 600,00	Project assistant (Veresné Gergely Angéla) will work on the implementation of the project for 1,25 days per month during 24 months. Workload will stay at the level of 10%. 10 hours/month/project manager for 24 months, amount 15 Eur/hour
2	Travel					1 270,00	
2.1	International travel cost for project staff (including travel and subsistence costs)					1 270,00	
2.1.1	Travel costs - Slovakia		project	1,00	550,00	550,00	Travel expenses Satoráljaujhely - Liptovská Teplička and back, 3 persons, 2 nights, project staff - project manager, financial manager, project assistant
2.1.2	Travel costs - Hungary		project	1,00	720,00	720,00	Travel expenses Velkyj Bereznjy - Sátoraajaujhely and back, 3 persons, 2 nights, project staff - project manager, financial manager, project assistant
2.2	Inland travel cost for project staff (including travel and subsistence costs)					0,00	
2.3	Travel costs for other stakeholders					0,00	
3	Equipment and supplies					47 042,00	
3.1	Purchase or rent of equipment					47 042,00	
3.1.1	Equipment for Cultural Centre (conference room, toilets, kitchen, offices, exhibition hall)		project	1,00	42 701,00	42 701,00	(furniture, tables, chairs, carpets, curtains, blinds, wooden hangers, projector and canvas, konsol, interactive board, colour printer, loudspeakers, earphones, arial microphone, wireless microphones, TV, oven, overall kitchen equipment...)
3.1.2	Exhibition materials		project	1,00	4 341,00	4 341,00	Printing of the old photos, frames, glass, instalation of the exhibition, furniture, wood materails, stands, signs, printed explanations
3.2	Others					0,00	
4	Services					2 225,43	
4.1	Publications					0,00	
4.2	Studies, research					792,51	
4.2.1	Historical and Ethnograhical study		project	1,00	792,51	792,51	1 historical and ethnographical study, the expected scope of the study - 15 pages with attachments. The historical study is the base of the project. Based on this summar study, we will create specific activities for the meeting of ancestors. This study will be created together with partners organisations.
4.3	Costs of Expenditure Verification					0,00	
4.4	Translation, interpreters					0,00	

4.5	Financial services (bank costs etc.)				0,00	
4.6	Costs of events (conferences, seminars)				0,00	
4.7	Visibility and communication actions				643,00	
4.7.1	Visibility and communication actions	pcs	1,00	643,00	643,00	Banner for project activities, fully print with colors, A0 format
4.8	Others				789,92	
4.8.1	Transport cost of the exhibition equipment and furniture	project	1,00	789,92	789,92	In the detailed discription of the furniture and exhibition equipment (see the attachement) under lines 3.1.1 and 3.1.2 we have 32 lines total. To calculate the transport cost for each piece (line) we took an average 24,685 € per/piece as a transport cost.
5	Project Dedicated Office				0,00	
5.1	Office rent				0,00	
5.2	Consumables (Preparation of project documentation)				0,00	
5.3	Others				0,00	
6	Investment/Works				154 543,11	
6.1	Studies, technical documentations, permissions				7 359,00	
6.1.1	Project design, technical inspection	project	1,00	7 359,00	7 359,00	The cost of the experts (preparation of technical documentation and the overall inspection of the building works) in 5% for 6.3.1.
6.2	Construction, works				0,00	
6.3	Reconstruction, works				147 184,11	
6.3.1	Building of the Cultural Centre	project	1,00	147 184,11	147 184,11	"Exchange of the glasses in pyramides on the roof and foiling Exchange of the outer windows and doors Tinsmith works Outer water pipes Outer path Isolation of the outer wall and ceiling Exchange of the inner windows and doors Reconstruction of the heating system Reconstruction of the water blocks Cold and warm coverings Painting-decorating"
7	Administrative costs (FLAT RATE – 2% of direct cost without infrastructure component (1+2+3+4) if choosen by the Beneficiary, maximum 2% on project level, but less than 60000 EUR/project)				1 658,74	Flat rate (%): 2,00
Total eligible costs (1+2+3+4+5+6+7)					239 139,28	

BUDGET OF THE PROJECT

HUSKROUA/1901/3.1/0003
ANCESTORS

LB:

TEPLICKA

No.	Budget lines	LB - SK - TEPLICKA	B1 - UA - Velykyj Bereznyj	B2 - HU - MSIEK	Costs (in EUR)	Share %
1	Human Resources	34 000,00	36 240,00	32 400,00	102 640,00	15,92%
1.1	Salaries of internal project manager	24 520,00	23 760,00	14 400,00	62 680,00	
1.2	Salaries of internal project financial manager	480,00	12 480,00	14 400,00	27 360,00	
1.3	Salaries of internal project communication manager	0,00	0,00	0,00	0,00	
1.4	Salaries of internal professional staff	9 000,00	0,00	3 600,00	12 600,00	
2	Travel	8 970,00	1 776,00	1 270,00	12 016,00	1,86%
2.1	International travel cost for project staff (including travel and subsistence costs)	1 470,00	740,00	1 270,00	3 480,00	
2.2	Inland travel cost for project staff (including travel and subsistence costs)	0,00	0,00	0,00	0,00	
2.3	Travel costs for other stakeholders	7 500,00	1 036,00	0,00	8 536,00	
3	Equipment and supplies	10 350,00	5 000,00	47 042,00	62 392,00	9,68%
3.1	Purchase or rent of equipment	9 050,00	5 000,00	47 042,00	61 092,00	
3.2	Others	1 300,00	0,00	0,00	1 300,00	
4	Services	13 900,00	25 670,00	2 225,43	41 795,43	6,48%
4.1	Publications	0,00	0,00	0,00	0,00	
4.2	Studies, research	11 500,00	4 000,00	792,51	16 292,51	
4.3	Costs of Expenditure Verification	0,00	3 000,00	0,00	3 000,00	
4.4	Translation, interpreters	0,00	2 800,00	0,00	2 800,00	
4.5	Financial services (bank costs etc.)	0,00	1 500,00	0,00	1 500,00	
4.6	Costs of events (conferences, seminars)	0,00	8 320,00	0,00	8 320,00	
4.7	Visibility and communication actions	2 400,00	4 250,00	643,00	7 293,00	
4.8	Others	0,00	1 800,00	789,92	2 589,92	
5	Project Dedicated Office	0,00	0,00	0,00	0,00	0,00%
5.1	Office rent	0,00	0,00	0,00	0,00	
5.2	Consumables (Preparation of project documentation)	0,00	0,00	0,00	0,00	
5.3	Others	0,00	0,00	0,00	0,00	
6	Investment/Works	169 809,10	97 000,00	154 543,11	421 352,21	65,37%
6.1	Studies, technical documentations, permissions	0,00	0,00	7 359,00	7 359,00	
6.2	Construction, works	0,00	0,00	0,00	0,00	
6.3	Reconstruction, works	169 809,10	97 000,00	147 184,11	413 993,21	
7	Administrative costs (FLAT RATE – 2% of direct cost without infrastructure component (1+2+3+4) if choosen by the Beneficiary, maximum 2% on project level, but less than 60000 EUR/project)	1 344,40	1 373,72	1 658,74	4 376,86	0,68%
Total eligible costs (1+2+3+4+5+6+7)		238 373,50	167 059,72	239 139,28	644 572,50	100,00%
Share by beneficiaries		36,98%	25,92%	37,10%	100,00%	
Flat rate ratio by Beneficiaries and on project level (point 3.3. of the Grant Contract)		2,00%	2,00%	2,00%	2,00%	

BUDGET OF THE PROJECT

**HUSKROUA/1901/3.1/0003
ANCESTORS**

LB:

TEPLICKA

Sources of funding name	Amount (EUR)	Share (%)	LB - SK - TEPLICKA (EUR)	LB - SK - TEPLICKA (%)	B1 - UA - Velykyj Berezhnyj (EUR)	B1 - UA - Velykyj Berezhnyj (%)	B2 - HU - MSIEK (EUR)	B2 - HU - MSIEK (%)
ENI contribution	580 115,24	90,00	214 536,15	90,00	150 353,74	90,00	215 225,35	90,00
National contribution	64 457,26	10,00	23 837,35	10,00	16 705,98	10,00	23 913,93	10,00
State contribution	23 875,63	3,70	11 918,67	5,00	0,00	0,00	11 956,96	5,00
Own contribution	40 581,63	6,30	11 918,68	5,00	16 705,98	10,00	11 956,97	5,00
	644 572,50	100,00	238 373,50	100,00	167 059,72	100,00	239 139,28	100,00