

**Addendum No. 4. to the Subsidy Contract  
for implementation of the project**

**SKHU/1802/3.1/008**

**Acronym:  
Hemp road**

**Project title:  
Road links development between Nagyrozvagy (HU) and Veľký Horeš (SK) – FUTURE IN  
HEMP**

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

concluded between

**Ministry of Foreign Affairs and Trade**

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

Address: 1027 Budapest, Bem rakpart 47., Hungary

Tax number: 15311344-1-41

on one hand,

and

**Obec Veľký Horeš**

Address: 07652 Veľký Horeš, Družstevná ulica 333/2, Slovakia

Tax number: 2020730613

Represented by: **Zoltán Pál**, Mayor  
acting as the Lead Beneficiary

The following provisions of the Subsidy Contract concluded for the implementation of the above-mentioned project within the Interreg V-A Slovakia-Hungary Cooperation Programme on 18.03.2020 between the Managing Authority and NIF Nemzeti Infrastruktúra Fejlesztő zártkörűen működő Részvénytársaság (original Lead Beneficiary role), are hereby amended as follows:



## SUBJECT OF THE AMENDMENT:

Based on the request of the Lead Beneficiary Monitoring Committee by its Written procedure 59/2022 decision approved the change of roles in partnership as it follows:

- Original role of Lead Beneficiary: NIF Nemzeti Infrastruktúra Fejlesztő zártkörűen működő Részvénytársaság
- New role of Lead Beneficiary: Obec Velký Horeš

The parties agree to transfer the rights and obligations arising out of the Subsidy Contract concluded for the implementation of the above-mentioned project within the Interreg V-A Slovakia-Hungary Cooperation Programme on 18.03.2020 between the Managing Authority and NIF Nemzeti Infrastruktúra Fejlesztő zártkörűen működő Részvénytársaság to Obec Velký Horeš acting as the new Lead Beneficiary.

The change of roles in partnership is effective from 01.01.2023.

### 1. Article 1 point 1.1

In accordance with the WP 59/2022 and 60/2022 decisions of the Monitoring Committee, an earmarked subsidy is awarded to the Lead Beneficiary from the ERDF funding under the Interreg V-A Slovakia-Hungary Cooperation Programme for the implementation of the project No SKHU/1802/3.1/008 with the acronym Hemp road entitled Road links development between Nagyrozvágy (HU) and Velký Horeš (SK) – FUTURE IN HEMP (hereinafter referred to as the Project).

Maximum EU contribution awarded:	2 978 897,20 EUR
	say: two million, nine hundred and seventy-eight thousand, eight hundred and ninety-seven point two
Total project budget: (including Lead Beneficiary and the other Beneficiaries)	3 504 584,95 EUR
	say: three million, five hundred and four thousand, five hundred and eighty-four point nine five

### 2. Article 2 point 2.2

Project end date: 30.06.2023

### 3. Article 4 point 4.14 of the Subsidy Contract is modified as follows:

The Lead Beneficiary shall request the reimbursement of the EU contribution on the basis of the following table:

	Reporting period	Deadline for submission of the Project reports and Applications for Reimbursement	Indicative spending forecast of ERDF contribution (EUR)
1	01/01/2020 - 30/04/2020	29/07/2020	35 964,00 €
2	01/05/2020 - 31/08/2020	29/11/2020	988,43 €



3	01/09/2020 - 31/12/2020	31/03/2021	6 288,00 €
4	01/01/2021 - 30/04/2021	29/07/2021	433 377,16 €
5	01/05/2021 - 31/08/2021	29/11/2021	1 049 780,69 €
6	01/09/2021 - 31/12/2021	31/03/2022	5 979,88 €
7	01/01/2022 - 30/04/2022	29/07/2022	4 420,00 €
8	01/05/2022 - 31/08/2022	29/11/2022	0,00 €
9	01/09/2022 - 31/12/2022	31/03/2023	0,00 €
10	01/01/2023 - 30/04/2023	29/07/2023	1 141 180,32 €
11	01/05/2023 - 30/06/2023	28/09/2023	300 918,72 €
<b>Total</b>			<b>2 978 897,20 €</b>

**4. Article 5 point 5.6 of the Subsidy Contract** is modified as follows:

The EU contribution will be reimbursed in EUR exclusively and will be transferred to the following separate project EUR bank account indicated by the Lead Beneficiary:

<b>IBAN account number:</b>	SK72 5600 0000 0043 2864 9012
<b>SWIFT code:</b>	KOMASK2X
<b>Bank name:</b>	Prima Banka Slovensko, a.s.
<b>Bank address:</b>	010 11 Žilina, Hodžova 11

**5. Article 16 point 16.4 of the Subsidy Contract** is modified as follows:

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

**Address of the Lead Beneficiary:** 07652 Veľký Horeš, Družstevná ulica 333/2, Slovakia

**Name of contact person:** Zoltán Pál

**E-mail address:** velkyhores@gmail.com

**Telephone and fax number:** +4210566397212

**6. Annex I of the Subsidy Contract** is modified as follows:

**Chapter 1 - Project partnership, Project reporting periods**

Modifications related to Project partnership, Project reporting periods listed in the annex 1 to the Addendum No. 4. of the Subsidy Contract.

**Chapter 2 – Beneficiary data**

Modifications related to Beneficiary data listed in the annex 1 to the Addendum No. 4. of the Subsidy Contract.



## Chapter 6 – Activity plan

Modifications related to the Activity plan are listed in the annex 1 to the Addendum No. 4. of the Subsidy Contract.

### Project budget per Beneficiary - LB

Modifications related to the LB budget are listed in the annex 2 to the Addendum No. 4. of the Subsidy Contract.

### Project budget per Beneficiary – B1

Modifications related to the B2 budget are listed in the annex 2 to the Addendum No. 4. of the Subsidy Contract.

### Payment forecast

Modifications related to the Payment forecast are listed in the annex 2 to the Addendum No. 4. of the Subsidy Contract.

## 7. Annex II of the Subsidy Contract is modified as follows:

The Partnership Agreement signed according to the modified roles in the partnership is attached to Addendum No. 4. of the Subsidy Contract.

The modification of the Subsidy Contract doesn't affect the main purpose of the project approved by the Monitoring Committee.

All other provisions of the original Subsidy Contract other than the above defined one remain unchanged and effective. The present amendment shall enter into force on the date on which it is signed by all the parties. This Amendment to the Subsidy Contract is signed in three original copies; of which one remains at the LB and two original copies have to be returned to the JS.

Place and date:

VELKÝ HOREŠ

**Lead Beneficiary**  
represented by

Zoltán Pál  
Mayor

Place and date:

Budapest

**Managing Authority**  
represented by

Nikoletta Horváth

Deputy Head of the Managing Authority



#### **Annexes to the Addendum No. 4. of the Subsidy Contract:**

- I. Modified Annex I of the Subsidy Contract
  - 1. Project Form:
    - i. Chapter 1 - Project partnership, Project reporting periods
    - ii. Chapter 6 – Activity plan
  - 2. Project Budget:
    - i. Project budget per Beneficiary – LB, B1
    - ii. Payment forecast  
*(including Total budget and Sources of funding tables)*
- II. Partnership agreement signed by each Project partners



Project ID:	SKHU/1802/3.1/008	Project acronym:	Hemp road
Lead Beneficiary:	Obec Veľký Horeš, Municipality of Veľký Horeš		
Modification ID:	ADD04		



## Project form

(Annex I. of the Subsidy contract)

<b>Title of the project</b>	Road links development between Nagyrozvágy (HU) and Veľký Horeš (SK) – FUTURE IN HEMP		
<b>Priority axis</b>	3. - Promoting sustainable and quality employment and supporting labour mobility		
<b>Specific objective Action</b>	3.1 - Decreasing employment inequalities among the regions with a view to improving the level of employment within the programming region 3.1/6 - Improving cross-border labour mobility: construction of cross-border roads, bridges and infrastructure for ferries; development transport services supporting labour mobility; development of accommodation facilities for commuting workers (e.g. hostels).		
<b>Total budget</b>	3 504 584,95 EUR		
<b>EU contribution</b>	2 978 897,20 EUR		
<b>National contribution</b>	437 948,46 EUR	<b>Hungary</b>	262 469,92 EUR
		<b>Slovakia</b>	175 478,54 EUR
<b>Own contribution</b>	87 739,29 EUR	<b>Own public contribution</b>	87 739,29 EUR
		<b>Own private contribution</b>	0,00 EUR
<b>Start date of project</b>	01/01/2020	<b>End date of project</b>	30/06/2023
<b>Duration of the project (in month)</b>		42	



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Lead Beneficiary:	Obec Veľký Horeš, Municipality of Veľký Horeš		
Modification ID:	ADD04		

## 1. Project partnership

Role	Official name of the organization (in original language)	Country	NUTS III region or equivalent	NUTS V - settlement(s)
B1	Obec Veľký Horeš	Slovakia	Košický samosprávny kraj	Veľký Horeš
LB	NIF Nemzeti Infrastruktúra Fejlesztő zártkörűen működő Részvénytársaság	Hungary	Budapest	Budapest

## Project reporting periods

	From date	To date	Reporting deadline
1	01/01/2020	30/04/2020	29/07/2020
2	01/05/2020	31/08/2020	29/11/2020
3	01/09/2020	31/12/2020	31/03/2021
4	01/01/2021	30/04/2021	29/07/2021
5	01/05/2021	31/08/2021	29/11/2021
6	01/09/2021	31/12/2021	31/03/2022
7	01/01/2022	30/04/2022	29/07/2022
8	01/05/2022	31/08/2022	29/11/2022
9	01/09/2022	31/12/2022	31/03/2023
10	01/01/2023	30/04/2023	29/07/2023
11	01/05/2023	30/06/2023	28/09/2023



Project ID:	SKHU/1802/3.1/008	Project acronym:	Hemp road
Lead Beneficiary:	Obec Veľký Horeš, Municipality of Veľký Horeš		
Modification ID:	ADD04		

## 2. Beneficiary data

### Lead Beneficiary

#### General data of the beneficiary

Official name in original language	Obec Veľký Horeš		
Official name in English	Municipality of Veľký Horeš		
Abbreviated name	VH		
Type of institution	Municipalities and their budgetary and contributory organizations without economic activity		
Website	<a href="http://www.velkyhores.sk/">http://www.velkyhores.sk/</a>		
Legal status	Public organization	Registry number	00332089
National tax number	2020730613	Community tax number	
Date of foundation		Founder organisation	State of Slovakia

#### Address and contact information

Addresses of the Organization	Official address	Branch office address	Mailing address
Country	Slovakia	Slovakia	Slovakia
NUTS III or equivalent	Košický samosprávny kraj	Košický samosprávny kraj	Košický samosprávny kraj
Postal code	07652	07652	07652
Settlement	Veľký Horeš	Veľký Horeš	Veľký Horeš
Street, number, PO Box	Družstevná ulica 333/2	Družstevná ulica 333/2	Družstevná ulica 333/2

Legal representative of the organization		Contact person	
Title	Mr.	Title	Mr.
Name	Zoltán Pál	Name	Zoltán Pál
Position	mayor	Position	mayor



Project ID:	SKHU/1802/3.1/008	Project acronym:	Hemp road
Lead Beneficiary:	Obec Veľký Horeš, Municipality of Veľký Horeš		
Modification ID:	ADD04		

Mobile phone	+4210566397212	Mobile phone	+4210566397212
Office phone	+421918727300	Office phone	+421918727300
E-mail	velkyhores@gmail.com	E-mail	velkyhores@gmail.com

## Beneficiary 1

### General data of the beneficiary

Official name in original language	NIF Nemzeti Infrastruktúra Fejlesztő zártkörűen működő Részvénytársaság		
Official name in English	NIF National Infrastructure Developing Private Company Limited,		
Abbreviated name	NIF Zrt.		
Type of institution	Central budgetary organizations without economic activity		
Website	www.nif.hu		
Legal status	Public organization	Registry number	01-10-044180
National tax number	11906522-2-41	Community tax number	
Date of foundation		Founder organisation	

### Address and contact information

Addresses of the Organization	Official address	Branch office address	Mailing address
Country	Hungary	Hungary	Hungary
NUTS III or equivalent	Budapest	Budapest	Budapest
Postal code	1134	1134	1134
Settlement	Budapest	Budapest	Budapest
Street, number, PO Box	Váci út 45.	Váci út 45.	Váci út 45.

Legal representative of the organization		Contact person	
Title	Mr.	Title	Ms.
Name	Róbert Attila Nagy	Name	Beáta Bánki
Position	General manager	Position	Coordinator



Project ID:	SKHU/1802/3.1/008	Project acronym:	Hemp road
Lead Beneficiary:	Obec Vel'ký Horeš, Municipality of Vel'ký Horeš		
Modification ID:	ADD04		

Mobile phone	+36302331613	Mobile phone	+36202592704
Office phone	+3614368505	Office phone	+3614368587
E-mail	nagy.robert@nif.hu	E-mail	banki.beata@nif.hu



Project ID:	SKHU/1802/3.1/008	Project acronym:	Hemp road
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Modification ID:	ADD04		

## 6. Activity plan

A II	N o.	Activity Group name	Activity name	Beneficiary	RP1	RP2	RP3	RP4	RP5	RP6	RP7	RP8	RP9	RP10	RP11
	1	Activity			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	1.1		Project management		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	1.1			B1 - SK - VH	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	1.1			LB - HU - NIF Zt.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	1.2		Communication		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
✓	1.2			B1 - SK - VH	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	1.2			LB - HU - NIF Zt.	✓	✓	✓	✓	✓	✓	✓	✓	✓		
	1.3		Planning		✓	✓	✓	✓							
	1.3			B1 - SK - VH	✓	✓	✓	✓							
	1.3			LB - HU - NIF Zt.	✓	✓	✓								
	1.4		Construction				✓	✓	✓	✓	✓	✓	✓	✓	✓
	1.4			B1 - SK - VH			✓	✓	✓	✓	✓	✓	✓	✓	✓
	1.4			LB - HU - NIF Zt.			✓	✓	✓	✓					



Project ID:	SKHU/1802/3.1/008	Project acronym:	Hemp road
Lead Beneficiary:	Obec Velký Horeš, Municipality of Velký Horeš		
Modification ID:	ADD04		

		EXPO exterior reconstruction		<	>
1.5		B1 - SK - VH		<	>
1.5		LB - HU - NIF Zrt.			



PROJECT BUDGET PER BENEFICIARY  
MODIFICATION ID: ADD04

SKHU/1802/3.1/008/ B1  
Hemp road

B1:  
LB:

SK  
SK

No.	Budget lines	Activity	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)	Description
1	Preparation costs					16 983,58	
1.1	Preparation cost					16 983,58	
1.1.1	Feasibility study			0,00	0,00	0,00	
1.1.2	Building documentation	pc		1,00	16 983,58	16 983,58	
1.1.3	Permits			0,00	0,00	0,00	
1.1.4	Translations			0,00	0,00	0,00	
2	Staff costs					4 800,00	
2.1	Project management (SK)					4 800,00	
2.1.1	assistant	package		1,00	4 800,00	4 800,00	Project assistant for the whole project duration (24 months), Part-time on the project with a flexible number of hours per month.
2.2	Internal experts (SK)					0,00	
3	Office and administrative expenditure					720,00	Flat rate (8%): 15,00
4	Travel and accommodation costs					0,00	
4.1	Travel and visa costs					0,00	
4.2	Accommodation costs					0,00	
4.3	Per diem and costs of meal					0,00	
5	External expertise and services costs					58 783,09	
5.1	Studies, surveys and plans					15 000,00	
5.1.1	Construction plan	package		1,00	15 000,00	15 000,00	Construction plans prepared for realization of public procurement and construction works
5.2	Events, conferences, seminars and project					0,00	
5.2.1	Press conferences			0,00	0,00	0,00	
5.2.2	Public project event			0,00	0,00	0,00	
5.3	IT system development					0,00	
5.4	Publicity, promotion and communication costs					0,00	
5.4.1	Project website			0,00	0,00	0,00	
5.4.2	Poster			0,00	0,00	0,00	
5.4.3	Billboard			0,00	0,00	0,00	
5.4.4	Permanent plaque			0,00	0,00	0,00	
5.4.5	Promotion materials			0,00	0,00	0,00	
5.5	Financial management, procurement procedures and other consultancy services					43 783,09	
5.5.1	External management	package		1,00	30 720,00	30 720,00	Overall project management throughout the project implementation period. Contract with an external organization under the Commercial Code
5.5.2	Public procurement	package		1,00	7 783,09	7 783,09	Preparing public procurements for all services and construction works. Contract with an external organization under the Commercial Code
5.5.3	Technical supervisor	package		1,00	5 280,00	5 280,00	Performance of the function of construction supervision according to the Building Act. Contract with an external organization under the Commercial Code
5.6	Other services					0,00	
6	Equipment expenditure					0,00	
6.1	Equipments related project management					0,00	
6.2	Equipments related to core activities					0,00	
7	Infrastructure and works					1 673 498,82	
7.1	Construction, reconstruction and renovation of buildings, works, infrastructure					1 673 498,82	
7.1.1	Reconstruction of road section	km		1,00	1 512 384,27	1 512 384,27	Realization of the construction works according to construction plans. Contract with an external organization under the Commercial Code.
7.1.2	EXPO - exterior reconstruction	package		1,00	161 114,55	161 114,55	Realization of the construction works according to construction plans. Contract with an external organization under the Commercial Code.
7.2	Purchase of land					0,00	



PROJECT BUDGET PER BENEFICIARY  
MODIFICATION ID: AD004

SKHU/1802/3.1/008/LB  
Hemp road

LB: NIF Zrt.  
LB: VH

HU  
SK

No.	Budget lines	Activity	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)	Description
1	Preparation costs					24 646.32	
1.1	Preparation cost					24 646.32	
1.1.1	Feasibility study			0,00	0,00	0,00	
1.1.2	Building documentation	1.3 - Planning	pc	1,00	24 646.32	24 646.32	
1.1.3	Permits			0,00	0,00	0,00	
1.1.4	Translations			0,00	0,00	0,00	
2	Staff costs					60 000,00	
2.1	Project management (SK)					60 000,00	Flat rate (%): 3.37
2.2	Internal experts (SK)					0,00	0,00
3	Office and administrative expenditure					9 000,00	Flat rate (%): 13.00
4	Travel and accommodation costs					0,00	0,00
4.1	Travel and visa costs					0,00	0,00
4.2	Accommodation costs					0,00	0,00
4.3	Per diem and costs of meal					0,00	0,00
5	External expertise and services costs					37 768.33	
5.1	Studies, surveys and plans					0,00	0,00
5.2	Events, conferences, seminars and project meetings					0,00	0,00
5.2.1	Press conferences			0,00	0,00	0,00	
5.2.2	Public project event			0,00	0,00	0,00	
5.3	IT system development					0,00	0,00
5.4	Publicity, promotion and communication costs					0,00	0,00
5.4.1	Project website			0,00	0,00	0,00	
5.4.2	Poster			0,00	0,00	0,00	
5.4.3	Billboard			0,00	0,00	0,00	
5.4.4	Permanent plaque			0,00	0,00	0,00	
5.4.5	Promotion materials			0,00	0,00	0,00	
5.5	Financial management, procurement procedures and other consultancy services					2 552.51	
5.5.1	External management			0,00	0,00	0,00	
5.5.2	Public procurement	1.4 - Construction	pc	1,00	1 911.25	1 911.25	Fees of public procurement in connection with selecting road constructor.
5.5.3	Open to traffic	1.4 - Construction	pc	1,00	641.26	641.26	After the road construction, road will be open to traffic. Authorities will asked to pay open to traffic fees in order for maintenance.
5.6	Other services					34 715.82	
5.6.1	Indirect costs of land preparation	1.4 - Construction	piece	1,00	34 715.82	34 715.82	All related indirect costs, which are connected to the land acquisition and preparation in order to start construction. For example: legal costs, designation of areas, geodesy, archeological works, loggings, trees cutting etc.
6	Equipment expenditure					0,00	
6.1	Equipments related project management					0,00	0,00
6.2	Equipments related to core activities					0,00	0,00
7	Infrastructure and works					1 618 884.81	
7.1	Construction, reconstruction and renovation of buildings, works, infrastructure					1 618 422.81	
7.1.1	Road construction	1.4 - Construction	package	1,00	1 618 422.81	1 618 422.81	Cost of road construction on the HU side. This is a planned cost, which will be fixed after the public procurement. Length of the new road will be 1,925 km.
7.2	Purchase of land					462,00	
7.2.1	Purchase of land	1.4 - Construction	pc	1,00	462,00	462,00	All related direct costs (24 affected areas), which are connected to the land acquisition.
Total eligible costs (1+2+3+4+5+6+7)						1 749 799.46	



**BUDGET OF THE PROJECT**  
MODIFICATION ID: ADD04

SKHU/1802/3.1/008  
Hemp road

LB: VH

No.	Budget lines	B1 - SK - VH	LB - HU - NIF Zrt.	Costs (in EUR)	Share %
<b>1</b>	<b>Preparation costs</b>	<b>16 983,58</b>	<b>24 646,32</b>	<b>41 629,90</b>	<b>1,19%</b>
1.1	Preparation cost	16 983,58	24 646,32	41 629,90	
<b>2</b>	<b>Staff costs</b>	<b>4 800,00</b>	<b>60 000,00</b>	<b>64 800,00</b>	<b>1,85%</b>
2.1	Project management (SK)	4 800,00	60 000,00	64 800,00	
2.2	Internal experts (SK)	0,00	0,00	0,00	
<b>3</b>	<b>Office and administrative expenditure</b>	<b>720,00</b>	<b>9 000,00</b>	<b>9 720,00</b>	<b>0,28%</b>
<b>4</b>	<b>Travel and accommodation costs</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00%</b>
4.1	Travel and visa costs	0,00	0,00	0,00	
4.2	Accommodation costs	0,00	0,00	0,00	
4.3	Per diem and costs of meal	0,00	0,00	0,00	
<b>5</b>	<b>External expertise and services costs</b>	<b>58 783,09</b>	<b>37 268,33</b>	<b>96 051,42</b>	<b>2,74%</b>
5.1	Studies, surveys and plans	15 000,00	0,00	15 000,00	
5.2	Events, conferences, seminars and project meetings	0,00	0,00	0,00	
5.3	IT system development	0,00	0,00	0,00	
5.4	Publicity, promotion and communication costs	0,00	0,00	0,00	
5.5	Financial management, procurement procedures and other consultancy services	43 783,09	2 552,51	46 335,60	
5.6	Other services	0,00	34 715,82	34 715,82	
<b>6</b>	<b>Equipment expenditure</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00%</b>
6.1	Equipments related project management	0,00	0,00	0,00	
6.2	Equipments related to core activities	0,00	0,00	0,00	
<b>7</b>	<b>Infrastructure and works</b>	<b>1 673 498,82</b>	<b>1 618 884,81</b>	<b>3 292 383,63</b>	<b>93,95%</b>
7.1	Construction, reconstruction and renovation of buildings, works, infrastructure	1 673 498,82	1 618 422,81	3 291 921,63	
7.2	Purchase of land	0,00	462,00	462,00	
<b>Total eligible costs (1+2+3+4+5+6+7)</b>		<b>1 754 785,49</b>	<b>1 749 799,46</b>	<b>3 504 584,95</b>	<b>100,00%</b>
<b>Share by beneficiaries</b>		<b>50,07%</b>	<b>49,93%</b>	<b>100,00%</b>	



BUDGET OF THE PROJECT MODIFICATION ID: ADD04							
SKHU/1802/3.1/008 Hemp road		LB:	VH				
Sources of funding name	Amount (EUR)	Share (%)	B1 - SK - VH (EUR)	B1 - SK - VH (%)	LB - HU - NIF Zrt. (EUR)	LB - HU - NIF Zrt. (%)	
EU contribution	2 978 897,20	85,00	1 491 567,66	85,00	1 487 329,54	85,00	
National contribution	437 948,46	12,50	175 478,54	10,00	262 469,92	15,00	
Own contribution	87 739,29	2,50	87 739,29	5,00	0,00	0,00	
Own private contribution	0,00	0,00	0,00	0,00	0,00	0,00	
Own public contribution	87 739,29	2,50	87 739,29	5,00	0,00	0,00	
	3 504 584,95	100,00	1 754 785,49	100,00	1 749 799,46	100,00	



PAYMENT FORECAST  
MODIFICATION ID: ADD04

SKHU/1802/3.1/008  
Hemo road

LB:   VH

TOTAL COST	Reporting period 1	Reporting period 2	Reporting period 3	Reporting period 4	Reporting period 5	Reporting period 6	Reporting period 7	Reporting period 8	Reporting period 9	Reporting period 10	Reporting period 11	Total
B1 - SK - VH	16 983,58	0,00	4 700,00	20 014,80	5 500,00	5 800,00	5 200,00	0,00	0,00	1 342 565,09	354 022,02	1 754 785,49
LB - HU - NIF Zrt.	25 327,01	1 162,86	2 697,65	489 840,68	1 229 536,11	1 235,15	0,00	0,00	0,00	0,00	0,00	1 749 799,46
Total	42 310,59	1 162,86	7 397,65	509 855,48	1 235 036,11	7 035,15	5 200,00	0,00	0,00	1 342 565,09	354 022,02	3 504 584,95

EU CONTRIBUTION	Reporting period 1	Reporting period 2	Reporting period 3	Reporting period 4	Reporting period 5	Reporting period 6	Reporting period 7	Reporting period 8	Reporting period 9	Reporting period 10	Reporting period 11	Total
B1 - SK - VH	14 436,04	0,00	3 995,00	17 012,58	4 675,00	4 950,00	4 420,00	0,00	0,00	1 141 180,32	300 918,72	1 491 567,66
LB - HU - NIF Zrt.	21 527,96	988,43	2 293,00	416 364,58	1 045 105,69	1 049,88	0,00	0,00	0,00	0,00	0,00	1 487 329,54
Total	35 964,00	988,43	6 288,00	433 377,16	1 049 780,69	5 979,88	4 420,00	0,00	0,00	1 141 180,32	300 918,72	2 978 897,20





## **Partnership Agreement**

**Application form ID: SKHU/1802/3.1/008**

**Project acronym: Hemp road!**

**Project title: Road links development between Nagyrozvágy (HU) and Velký  
Horeš (SK) – FUTURE IN HEMP**

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



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

**[Hemp road**

**[Road links development between Nagyrozvagy (HU) and Veľký Horeš (SK) –  
FUTURE IN HEMP]**

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

**between**

**Lead Beneficiary**

**Obec Veľký Horeš**

**07652 Veľký Horeš, Družstevná ulica 333/2**

Represented by: Zoltán Pál, mayor

**and**

**Beneficiary**

**NIF Nemzeti Infrastruktúra Fejlesztő zártkörűen működő Részvénytársaság  
(NIF Zrt.)**

**1134 Budapest, Váci út 45.**

Represented by: Róbert Attila Nagy, general manager

(Hereinafter jointly referred to as Parties)

On the basis of:

- Council Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002;
- Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the



European Parliament and of the Council on the financial rules applicable to the general budget of the Union;

- Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 – (hereinafter referred to as the Common Provisions Regulation, CPR);
- Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006;
- Regulation (EU) No 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial co-operation goal (hereinafter referred to as the ETC Regulation);
- the Interreg V-A Slovakia-Hungary Cooperation Programme, approved by the European Commission on 30 September 2015 by Decision Ref No C(2015) 6805 and modified on 1 September 2016 by Decision Ref No C(2016)5653 (hereinafter referred to as the Programme);
- documents of the relevant Call for proposals of the Programme (SKHU/1601), published on 29<sup>th</sup> July 2016 on the Programme website (hereinafter referred to as the Call for proposals);
- the Beneficiary's manual for the Interreg V-A Slovakia-Hungary Cooperation Programme, laying down the programme specific rules for the implementation of the projects (hereinafter referred to as the Beneficiary's manual);
- the Visibility guide for projects in the Interreg V-A Slovakia-Hungary Cooperation Programme, laying down the programme specific rules on information and publicity measures of the projects (hereinafter referred to as Visibility guide for projects);
- the proposed Project **[Hemp road]** as drafted in the Application form and approved by the Monitoring Committee of the Programme, taking its final form as Annex I of the Subsidy Contract.

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

## Article 1

### Definitions

1. **Lead Beneficiary:** the Lead Beneficiary is designated by the Project partners and has full financial and administrative responsibility for the EU contribution



for the entire duration of the Subsidy contract. The Lead Beneficiary is also responsible for the proper reporting of progress during project implementation to the Joint Secretariat as stipulated in the Subsidy contract. In principle, the Lead Beneficiary has functional (co-ordination of the project activities) and financial responsibilities related to the EU contribution (based on Paragraph (2) of Article 13 of the ETC Regulation).

2. **Beneficiary:** an actor that commits itself to functionally and financially implement a project part of the Project according to the Application form as approved by the Monitoring Committee.
3. **Project partners:** means Lead Beneficiary and other Beneficiary / Beneficiaries together.
4. **Project part:** covers a set of activities within the Project as a whole, undertaken by the Lead Beneficiary or another Beneficiary in a defined timeframe and presented as a Lead Beneficiary / Beneficiary budget sheet in the budget of the Application form.

## **Article 2**

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

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

## **Article 3**

### **Duration of the Agreement**

1. The Partnership agreement is valid from the date of signature by all Parties and enters into force from the day the Subsidy contract between the Managing Authority and the Lead Beneficiary enters into force. It shall remain in force until the Lead Beneficiary has discharged in full its obligations arising from the Subsidy contract towards the Managing Authority, including the period of availability of documents for financial controls.
2. This Agreement shall also remain in force if there is any non-resolved dispute among the Parties at an out-of-court arbitration body.



3. The breach of the obligations of the Partnership agreement by one of the Project partners may lead to an early termination of its participation in the Project. This termination has to be decided by consensus by all the other Project partners in a documented manner, provided that the eligibility rules of the Call for proposals are kept with the remaining Project partners and that the consequently initiated amendment of the Subsidy contract is successful at the Managing Authority. However, the Project partner will be obliged by the present Agreement for its whole duration with regard to the activities carried out and expenditure incurred until that moment. In case the Subsidy contract terminates, the present Partnership agreement is terminated.

#### **Article 4**

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

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

#### **Article 5**

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

1. The Lead Beneficiary is responsible for the overall co-ordination and effective implementation of the Project and shall take all the steps needed to correctly manage the Project in accordance with the Application form and the Subsidy contract and in line with the Subsidy contract and the Partnership agreement.
2. In addition as a general obligation the Lead Beneficiary shall:
  - a) represent the Project partners towards Managing Authority / Joint Secretariat / programme management bodies;
  - b) sign the Subsidy contract (and its possible amendments), inform all Beneficiaries on the signature of the Subsidy contract and provide all Beneficiaries with a copy thereof;
  - c) appoint a project manager who has the operational responsibility for the co-ordination and documentation of the overall Project;
  - d) react promptly to any request made by the Managing Authority and the Joint Secretariat;
  - e) keep the Beneficiaries informed on a regular basis about all relevant communication between the Lead Beneficiary and the Joint Secretariat, furthermore between the Lead Beneficiary and the Managing Authority;



- f) inform all Beneficiaries on the progress of the overall Project, in particular with reference to its objectives and results as set in the Subsidy contract or any later amendments;
- g) without any delay inform the Beneficiaries about all essential issues (e.g. about any variation of the conditions at the basis of the present Agreement or about any modification that could influence the performance of the Project, the information activity or the payment of financing) connected to project implementation;
- h) notify the Beneficiaries and the Joint Secretariat / Managing Authority immediately of any event that could lead to a temporary or final discontinuation of the Project or any other deviation of the implementation of the Project;
- i) guarantee the sound financial management of the funds allocated for the implementation of the Project, including the separate set-up of the project accounting and the supporting documents storage system;
- j) be responsible for the verification that the expenditure declared by the Project partners has been validated by the designated controller at national level and the expenditure declared by the Project partners has been incurred only for the purpose of implementing the Project and that it corresponds to the activities agreed between the Project partners in the frame of the Application form and Subsidy contract;
- k) prepare and submit the Applications for Reimbursement together with the Project reports, the Final project report and the Project follow-up reports (if relevant) to the Joint Secretariat keeping the deadlines indicated in the Subsidy contract;
- l) transfer the EU contribution to the Beneficiaries according to the Application for Reimbursement approved by the Joint Secretariat, within **[15 working days since receiving the EU contribution]** and in full – no specific charge or other charge with equivalent effect shall be levied which would reduce these amounts for the Beneficiaries;
- m) ensure that all Beneficiaries are involved in the decision making regarding the Project, and especially agree with the Beneficiaries before submitting any request for reallocation between budget lines and for an amendment of the Subsidy contract / Partnership agreement to the Joint Secretariat / Managing Authority.
- n) support Beneficiaries in implementing their obligations by giving them the correct information, indications and clarifications on the procedures;
- o) make sure that all Project partners comply with EU and national legislation including rules on public procurement, State aid, publicity, furthermore rules on environmental protection and equal opportunities;
- p) report in accordance with the existing legislation and national / regional guidelines if the project activities contain elements of State aid;
- q) implement its individual part of the Project accordingly;
- r) enable the responsible bodies to carry out their audit and monitoring / evaluation / activities;



- s) guarantee the systematic collection and the safe storage of all the documentation regarding project expenditure and activities;
- t) keep a copy of all project documents including public procurement documents prepared by the Project partners or other bodies;
- u) carry out project level accounting;
- v) ensure that no double funding or double reporting of expenditure takes place;
- w) review the appropriate spending of the EU contribution by the Beneficiaries, the condition of the Beneficiaries' project part and the preparation of the required documents and records for the project closure.

## **Article 6**

### **Obligations of the Beneficiaries**

1. In particular, each Beneficiary shall:

- a) support the Lead Beneficiary in fulfilling its tasks as stipulated in the Subsidy contract and its annexes;
- b) without any delay provide the Lead Beneficiary with any information needed to draw up the Project reports, the Final project report and the Project follow-up reports (if relevant), react on any request by the Managing Authority or the Joint Secretariat, or provide any further information needed by the Lead Beneficiary;
- c) assure the smooth implementation of the part of the Project they are responsible for in accordance with the Subsidy contract and its annexes;
- d) inform the Lead Beneficiary immediately about any circumstances that could lead to a temporary or final discontinuation of the Project part or any other deviation of the implementation of the Project part, including any variations to its part of project budget or work plan;
- e) appoint a contact person for the implementation of the part of the Project under their responsibility;
- f) contribute to overall project aims according to their part undertaken with due care and motivation, completing their activities foreseen for each reporting period of the project implementation;
- g) maintain either a separate accounting system or an adequate accounting code for all transactions related to the Project part;
- h) inform the Lead Beneficiary on the details of the bank account<sup>1</sup> to which the EU contribution of the Beneficiary shall be transferred, furthermore the Lead Beneficiary must be informed about any changes concerning the bank account;

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



- i) co-operate with the Lead Beneficiary for the effective implementation of the Project, actively take part in decision making during the Project;
- j) have its expenditures incurred in the given reporting period, verified by the designated controller and submit the Declaration on Validation of Expenditure issued by the controller to the Lead Beneficiary in due time. (The reimbursement of expenditure of the Beneficiaries not covered by Declarations on Validation of Expenditure in the given reporting period can be requested only for the next reporting deadline following the reporting period concerned. Preparation costs can be validated and requested only in the first reporting period.);
- k) comply with EU- and national rules, including rules on public procurement, State aid, publicity, further rules on environmental protection and equal opportunities;
- l) report in accordance with the existing legislation and national/regional guidelines if the Project activities contain elements of State aid;
- m) guarantee the systematic and safe collection of all the documentation regarding its part of project expenditure and its transmission to the Lead Beneficiary, as well as to guarantee the access to documents to all the representatives of the institutions in charge of verifications and to the bodies authorised to monitor or audit the Project;
- n) be responsible for the sound financial management of the funding allocated to its project part, including the arrangements for recovering amounts unduly paid (EU contribution, State contribution, if relevant, and other public contribution).

## **Article 7**

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

1. The Lead Beneficiary solely assumes responsibility for the entire Project towards the Managing Authority as defined in the Subsidy contract.
2. Each Beneficiary is directly and exclusively responsible to the Lead Beneficiary for the due implementation of its respective project part and for the proper fulfilment of its obligations as set out in the Partnership agreement and in the Application form. Should a Project partner not fulfil its obligations under this Agreement in due time, the Lead Beneficiary shall admonish the Project partner to fulfil them within a reasonable period of time. The Project partners undertake to find a rapid and efficient solution. Should the non-fulfilment continue, the Lead Beneficiary may decide to debar the Project partner concerned from the Project with approval of the other Project partner. The Joint Secretariat and the Managing Authority shall be promptly informed of such an intended decision by the Lead Beneficiary and the change in the partnership has to be approved according to the provisions set out in the Subsidy contract.



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

## **Article 8**

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

1. The Lead Beneficiary can only submit an Application for Reimbursement to the Joint Secretariat by providing proof of progress of the Project. Therefore, in order to provide adequate information on the progress of the Project, each Beneficiary has to submit a Beneficiary report to the Lead Beneficiary consisting of an activity report describing the activities carried out with their outputs and results during the reporting period and a financial report presenting the financial progress of the Project part compared to the Application form/Subsidy contract.
2. The Beneficiaries have to respect the reporting deadlines of the Subsidy contract and have to submit their Beneficiary report and Declaration on Validation of Expenditure to the Lead Beneficiary in due time, until **[75 calendar days after the end of the relevant reporting period]**. Beneficiary reports and Declarations on Validation of Expenditure not submitted to the Lead Beneficiary within the set deadline will not be included in the Project report (or any other report) and Application for Reimbursement of the Lead Beneficiary to be submitted to the Joint Secretariat.
3. The Beneficiary reports should be drawn up in Euro. The Beneficiaries shall convert into Euro the amounts of expenditure of invoices incurred in other currency than Euro as described in the Subsidy contract. The exchange rate risk is borne by the Lead Beneficiary or Beneficiary concerned.

## **Article 9**

### **Audits**

1. For audit purposes each Project partner shall:
  - a) retain all files, documents, receipts and data about the Project within the timeframe stipulated in Article 140(1) of the CPR and further detailed in the Beneficiary's manual, either in original or as certified copies on commonly used data media safely and orderly;



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

## **Article 10**

### **Information and publicity**

1. Any publicity measure undertaken by any of the Project partners shall be conducted in accordance with the rules on information and publicity laid down in the Visibility guide for projects in the Interreg V-A Slovakia-Hungary Cooperation Programme.
2. Information and publicity measures shall be co-ordinated among the Project partners. Each Project partner is equally responsible for promoting the fact that financing for the Project is provided from EU contribution within the framework of the Interreg V-A Slovakia-Hungary Cooperation Programme and is responsible for ensuring the adequate promotion of the Project.
3. The Project partners take note of the fact that the results of the Project as well as any study or analysis produced in the course of the Project can be made available to the public and they agree that the results of the Project shall be available for all Project partners and for the public free of charge.
4. The Project partners settle down that all photographs and audio-visual materials, as EU funded outputs must be free and available for everyone for at least five years after project closure.
5. Settling copyright issues is the responsibility of the Project partners. The Project partners should stipulate among others the ownership, usage rights regarding the respective outputs, if deemed necessary.
6. The Project partners agree that the Lead Beneficiary may provide the Joint Secretariat / Managing Authority or other programme management bodies to



publish, in whatever form, unrestricted as far as data protection is concerned, and on or by whatever medium, with the following information:

- title and the acronym of the Project;
- the name and contact details of the Lead Beneficiary and of the Beneficiaries;
- the amount of subsidy and the EU co-financing rate;
- the purpose of the EU contribution (i.e. the overall objective of the Project);
- the geographical location of the Project;
- project results, evaluations, summaries;
- any other information about the Project if considered relevant.

## **Article 11**

### **Ownership – Use of Results**

1. The Parties undertake to enforce the applicable law on intellectual property rights, regarding any outcome that might be produced during the implementation of the Project.
2. Unless formally stipulated otherwise by the Parties, ownership of the results of the Project, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested to the Project partners.
3. Without prejudice to the previous paragraph, the Project partners grant the Joint Secretariat and the Managing Authority the right to make free use of the results of the Project, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.
4. The Project partners agree that owners of the investments are the following:
  - **Hungarian State is the owner of the road between Nagyrozvágy and the HU border**
  - **Obec Veľký Horeš is the owner of the road between Nagygéres and the SK border**
  - The Project partners agree that owners of the Project outputs/deliverables are the following:
    - **Hungarian State is the owner of the road between Nagyrozvágy and the HU border**
    - **Obec Veľký Horeš is the owner of the road between Nagygéres and the SK border**
5. The Lead Beneficiary and the Beneficiaries commit themselves to establish and maintain an inventory of all fixed assets acquired, built or improved within the Project.



6. As to the sustainability of project results after the end of the implementation period, further as to the steps to be taken after project closure, the Project partners agree on the following activities and designate the following rights and duties within the Project partnership:
  - **Magyar Közút Nzrt. is the project result to be sustained according to the 4. point of building permit**
  - **Obec Velký Horeš is the project result to be sustained, activities to be performed on the SK side**
7. In connection to the revenues generated after project closure, the Project partners – taking into account the provisions of Article 61 of the CPR - agree on the following rules:
 

**Project won't generate any revenues after the project closure**
8. In case of purchase costs co-financed, the owners shall not substantially modify their respective project parts affecting its nature or its implementation conditions or giving to a firm or a public body an undue advantage; and resulting either from a change in the nature of ownership of an item of infrastructure or the cessation or relocation of a productive activity outside the programme area at least within five years of the final payment to the Lead Beneficiary, except where State aid rules provide for a different period.

## **Article 12**

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

1. Being aware of the fact that all changes in the Project partnership need an approval of the Monitoring Committee and that the Managing Authority is entitled to withdraw from the Subsidy contract if the number of Beneficiaries falls below the minimum number of partners, the Project partners agree not to abandon the Project unless there are unavoidable reasons for it.
2. In case a Project partner withdraws from the Project or is debarred from it, the remaining Project partners shall undertake to find a rapid and efficient solution to ensure further proper project implementation without any delay. Consequently, the Project partners shall endeavour to cover the contribution of the withdrawing Project partner, either by assuming its tasks by one or more of the remaining Project partners or by asking a new Project partner to join the Project partnership, regarding the respective programme provisions.
3. The Lead Beneficiary shall inform the Joint Secretariat and the Managing Authority as soon as changes in the Project partnership are foreseeable. The changes in the partnership enter into force only after approval by the Monitoring Committee.
4. The provisions set for audits in Article 9 remain applicable to the Project partners that backed out of the Project or were debarred from the Project.



## **Article 13**

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

1. If the Managing Authority should – based on the provisions of the Subsidy contract – request the repayment of EU contribution from the Lead Beneficiary, the latter shall call upon the Beneficiary that had caused the irregularity resulting in the repayment of the EU contribution unduly paid according to the request of the Managing Authority.
2. The Beneficiary in question has to repay the requested EU contribution together with the interests chargeable to the Lead Beneficiary.
3. The Beneficiary has to respect the deadline given by the Managing Authority to the Lead Beneficiary for the repayment of the EU contribution. The Beneficiary has to transfer the requested EU contribution together with the interests chargeable to the Lead Beneficiary **15 calendar** days before the deadline set for the Lead Beneficiary.

## **Article 14**

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

1. In case of co-operation with third parties (e.g. concluding sub-contracts) the Beneficiary shall remain the sole responsible toward the Lead Beneficiary concerning the compliance with its obligations as set out in the present Agreement. Any contracts with third parties will have to be concluded in accordance with EU and national legislation. No Project partner shall have the right to transfer its rights and obligations to third parties. The Lead Beneficiary shall be informed by the Beneficiary about the subject and party of any contract concluded with a third party.
2. In case of legal succession, e.g. when the Project partner changes its legal form, the Project partner is obliged to transfer all duties under this Agreement to the legal successor. The Beneficiary shall notify the Lead Beneficiary in written form within **[5 working days]** days. The Lead Beneficiary shall notify the Joint Secretariat according to the provisions set out in the Subsidy contract.

## **Article 15**

### **Language**

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



## **Article 16**

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

1. Present Agreement is governed by the **[law of Slovak republic]**, being the law of the country of the Lead Beneficiary. Each Project partner shall be liable to the other Project partners and shall indemnify for any damages or costs resulting from the non-compliance of its contractual duties as set forth in this Agreement.
2. No Party shall be held liable for not complying with the obligations ensuring from this Agreement should the non-compliance be caused by *force majeure*. In such a case, the Project partner involved must announce this immediately in writing to the other Project partners.

## **Article 17**

### **Specific conditions**

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

## **Article 18**

### **Concluding provisions**

1. Any amendments to this Agreement shall be in writing and shall be signed by all Parties.
2. In case of discrepancies between the Subsidy contract and this Partnership agreement, the Subsidy contract shall prevail.
3. Amendments and supplements to the present Agreement and any waiver of the requirement of the written form must be in written form and have to be indicated as such. The Lead Beneficiary shall notify the Joint Secretariat and the Managing Authority of any amendment or supplement to the present Agreement.
4. If any provision in this Agreement should be wholly or partly ineffective, the rest of the provisions remain binding for the Parties. In such cases the Parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.
5. The Parties commit themselves to take measures in order to ensure that all staff members carrying out work within the Project respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third



parties or use it without prior written consent of the Lead Beneficiary and the Project partner that provided the information.

6. The Parties will make efforts to settle any disputes arising from this Agreement out of court. In case an agreement cannot be made in due time, the Parties herewith agree that II. and III. district courts in Budapest or Székesfehérvár Regional court shall have competence to rule in all legal disputes arising from this Agreement.
7. **[5]** original copies will be made of this Agreement of which each Party keeps one original, while three originals are attached to the Subsidy contracts.
8. The Parties signing the Partnership agreement have fully understood and accepted the contents of the Subsidy contract and undertake the activities and responsibilities in the meaning as included therein.

Name of Lead Beneficiary:	Obec Velký Horeš
Name and title of legally authorised representative:	Zoltán Pál, mayor
Place, date (and stamp):	Velký Horeš, 15/11/2022
Signature:	

Name of Beneficiary:	NIF Nemzeti Infrastruktúra Fejlesztő zártkörűen működő Részvénytársaság
Name and title of legally authorised representative:	Róbert Attila Nagy, General manager
Place, date (and stamp):	Budapest,
Signature:	

\* Tables to be copied according to the number of Parties. A given copy of the Partnership agreement is **only valid if all Parties have signed it.**



## **Annexes to the Partnership agreement**

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

Name of Beneficiary: **[Obec Veľký Horeš:**

IBAN account number	SK72 5600 0000 0043 2864 9012
SWIFT code	KOMASK2X
Bank name	Prima banka Slovensko, a.s.
Bank address	Hodžova 11 , 010 11 Žilina

Name of Beneficiary] **[NIF Nemzeti Infrastruktúra Fejlesztő zártkörűen működő Részvénytársaság**

IBAN account number	HU81-10004885-10008016-01353332
SWIFT code	HUSTHUHB
Bank name	Magyar Államkincstár
Bank address	1054 Budapest, Hold u. 4.