

AMENDMENT OF FINANCING AGREEMENT

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

which was concluded by and between

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

on one hand, and

Prešov Self Governing Region hosting the Branch Office (registered office: Námestie mieru 2, 08001, Prešov) represented by PaedDr. Milan Majersky, PhD President (hereinafter referred to as „the organisation hosting the Branch Office”) on the other hand

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

RECITALS

WHEREAS, a financing agreement ***on financing costs and expenses of the organisation designated to perform the tasks of the Branch Office*** (hereinafter referred to as “Financing Agreement”) concluded between SZPO and the Branch Office entered into force on 1 July 2018, was amended on 30 November 2021 (reg. no: JI/1-228/2021) and on 30 December 2022 (reg. no.: JI/1-244/2022).

WHEREAS, pursuant to Part G of the minutes of the 7th Joint Monitoring Committee meeting of the Hungary – Slovakia – Romania– Ukraine ENI CBC Programme 2014-2020, (hereinafter referred to as: JMS Meeting Minutes), the Branch Offices had valid contracts until 31 December 2022, but being important units for the programme the need of the extension the BO mandatories without termination of the contract until 30 June 2024 on the continuous basis with the same content and circumstances as provided in the original Financing Agreement and its Amendments. For the Branch Offices and the Ukrainian CCP contracts will be prolonged without termination until 30 June 2024.

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

AMENDMENT OF THE FINANCING AGREEMENT

1. Parties hereby agree by mutual consent that sections 2.2 and 2.3. of Article 2 (Period of execution) of the Financial Agreement shall be amended as follows (**the amendments underlined and indicated in bold italics**):

2.2. The financing agreement shall enter into force on the date which it is signed by the last

party and the date of eligibility period of the costs starts on 1 July 2018 and lasts until **30 June 2024**.

2.3. Any balance remaining from the Union contribution will be automatically cancelled on **30 June 2024**.

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

The institution hosting the JTS undertakes to finance a maximum of **61.503,99 EUR** for the entire period in accordance with the Technical Assistance Data Sheet (annex I) approved by the Joint Monitoring Committee on **02.06.2023**. The organization hosting the Branch Office is entitled to receive maximum 80% of pre-financing.

3. Parties hereby agree by mutual consent that section 9.5 of Article 9 (Termination of the Agreement) of the Financial Agreement shall be amended as follows (**the amendments underlined and indicated in bold italics**):

All project activities financed by the programme shall end on **30 June 2024** at the latest, **while the agreement shall only be terminated if/when both Parties have completed their tasks and obligations arising from this present Agreement.**

AGREEMENT OF THE PARTIES

4. Parties hereby confirm that SZPO overpaid the pre-financing amount of 2.400,02 EUR to the organisation hosting the Branch Office for the years 2021 and 2022. Therefore, based on section 3.6 of the Financing Agreement in respect of the year of 2023, Parties hereby agree that the overpaid amount above shall be set off against the amount SZPO is obligated to transfer pursuant to section 3.5.2 of Article 3 of the Financing Agreement.
5. Accordingly, Parties hereby agree that SZPO shall transfer the amount of 6.799,98 EUR as 80% pre-financing of the annual financial contribution within 8 days from the date SZPO receives this present amendment, duly signed by the organisation hosting the Branch Office.
6. As the annual contribution is 11.500 EUR, it's 80% pre-financing amount is 9.200 EUR. The overpaid pre-financing amount for the years of 2021 and 2022 is 2.400,02 EUR (point 4) which results $(11.500 * 0,8) - 2.400,02 = 6.799,98$ EUR.
7. Where the consumption of the previous pre-financing is less than the received 80%, the amount of the new pre-financing payment shall be reduced by the unused amounts of the previous pre-financing payment.
In practice, the pre-financing amount for the year of 2024 will be 80% of the annual allocation, which is $5750 * 0,8 = 4.600$ EUR in case the total pre-financing amount will be used in the year of 2023.
8. With respect to the sections above, Parties confirm that the amount of the remaining 20% - pursuant to section 3.9 of Article 3 of the Financial Agreement – can be maximum 2.300 EUR for the year of 2023 and 1.150 EUR for the year of 2024 based on the amount reported by the Branch Office and accepted by the Auditors and shall be transferred to the organisation hosting the Branch Office as set out by the provisions section 3.9 of Article 3 of the Financial Agreement.

FINAL PROVISIONS

9. Parties hereby confirm that after fulfilling the tasks mentioned above they do not have any financial claim or other demand towards each other.
10. This present amendment shall enter into force on the date it is signed by the last party.
11. The provisions of the Financing Agreement not affected by this present amendment shall remain unchanged.

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

Place and date: Prešov 2 June 2023

Budapest, 2 June 2023

PaedDr. Milan Majersky, PhD
President
Prešov Self Governing Region hosting
the Branch Office

Representative of Branch Office

Áron László Szakács
managing director and head of JTS,
HUSKROUA JTS

Széchenyi Programme Office Nonprofit
LLC