



**Addendum No. 04 to the Subsidy Contract
for implementation of the project**

SKHU/1802/3.1/011

**Acronym:
DevInvestEnviro**

**Project title:
Development of investment environment (M3-R2)
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

Mesto Fiľakovo

Address: 98601 Fiľakovo, Radničná 25, Slovakia

Tax number: 2021115052

Represented by: **Mgr. Attila Agócs, Phd.**, Mayor
acting as the Lead Beneficiary

on the other hand.

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 10/12/2021 between the above parties, are hereby amended as follows:

SUBJECT OF THE AMENDMENT:

Based on the request of the Lead Beneficiary Monitoring Committee by its Written procedure 66/2023 decision approved the change as it follows:

1. Article 1 point 1.1

In accordance with the WP 66/2023 decision 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/1802/3.1/011 with the acronym DevInvestEnviro entitled Development of investment environment (M3-R2) (hereinafter referred to as the Project).

Maximum EU contribution awarded: 3 205 290,97 EUR
say: three million, two hundred and five thousand, two hundred and ninety point nine seven

Total project budget: 3 770 930,57 EUR
(including Lead Beneficiary and the other Beneficiaries) *say: three million, seven hundred and seventy thousand, nine hundred and thirty point five seven*

2. Article 2 point 2.1

Project starting date: 01.09.2021

3. Article 2 point 2.2

Project end date: 31.10.2023

4. 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	01/09/2021 - 31/12/2021	31/03/2022	61 701,50 €
2	01/01/2022 - 30/04/2022	29/07/2022	25 290,90 €
3	01/05/2022 - 31/08/2022	29/11/2022	0,00 €
4	01/09/2022 - 31/12/2022	31/03/2023	0,00 €
5	01/01/2023 - 30/04/2023	29/07/2023	0,00 €
6	01/05/2023 - 30/06/2023	28/09/2023	906 338,34 €
7	01/07/2023 - 31/10/2023	29/01/2024	2 211 960,23 €
Total			3 205 290,97 €

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

- PF_SKHU_1802_011
- PB_SKHU_1802_011
- ANNEX IV Investment aid for local infrastructures

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:

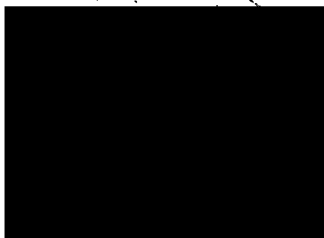
FILAKOVO

- 8. 11. 2023

Lead Beneficiary
represented by



Mgr. Attila Agócs, Phd.
Mayor



Place and date:

Budapest, 30/10/2023

Managing Authority
represented by



Nikoletta Horváth

Deputy Head of the Managing Authority

Annexes to the Addendum No. 04 of the Subsidy Contract:

- PF_SKHU_1802_011
- PB_SKHU_1802_011
- ANNEX IV Investment aid for local infrastructures

Annex IV

Applicable project specific State Aid rules per Project partners

Name of the Lead Beneficiary: .Mesto Fil'akovo / Town of Fil'akovo

Applicable State aid rules for the Lead Beneficiary: Investment aid for local infrastructures

Investment aid for local infrastructures:

In the frame of this Contract the above mentioned Lead Beneficiary will receive Investment aid for local infrastructures in accordance with the Article 56 of the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ L 187, 26.6.2014) in the nominal amount of **EUR 3 181 446,21**.

Eligible costs for the calculation of the Investment aid for local infrastructures in the above/mentioned amount are investment costs in tangible and intangible assets (i.e. preparation costs, costs for Infrastructure and works).

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Project form

(Annex I. of the Subsidy contract)

Title of the project	Development of investment environment (M3-R2)		
Priority axis	3. - Promoting sustainable and quality employment and supporting labour mobility		
Specific objective Action	3.1 - Decreasing employment inequalities among the regions with a view to improving the level of employment within the programming region 3.1/5 - Modernization and structural transformation of specific areas: in the frame of the action renovation and modernization of specific areas contributing to structural transformation ensuring new ways of utilisation and sustainable development are supported.		
Total budget			3 770 930,57 EUR
EU contribution			3 205 290,97 EUR
National contribution	377 093,05 EUR	Hungary	2 805,26 EUR
		Slovakia	374 287,79 EUR
Own contribution	188 546,55 EUR	Own public contribution	188 546,55 EUR
		Own private contribution	0,00 EUR
Start date of project	01/09/2021	End date of project	31/10/2023
Duration of the project (in month)	26		

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1. Project partnership

Role	Official name of the organization (in original language)	Country	NUTS-III region or equivalent	NUTS V - settlement(s)
LB	Mesto Fil'akovo	Slovakia	Banskobystrický samosprávny kraj	Fil'akovo
B1	Nógrád Megyei Regionális Vállalkozásfejlesztési Alapítvány	Hungary	Nógrád vármegye	Salgótarján

Project reporting periods

	From date	To date	Reporting deadline
1	01/09/2021	31/12/2021	31/03/2022
2	01/01/2022	30/04/2022	29/07/2022
3	01/05/2022	31/08/2022	29/11/2022
4	01/09/2022	31/12/2022	31/03/2023
5	01/01/2023	30/04/2023	29/07/2023
6	01/05/2023	30/06/2023	28/09/2023
7	01/07/2023	31/10/2023	29/01/2024

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2. Beneficiary data

Lead Beneficiary

General data of the beneficiary

Official name in original language	Mesto Fil'akovo		
Official name in English	Town of Fil'akovo		
Abbreviated name	Fil'akovo		
Type of institution	Municipalities and their budgetary and contributory organizations without economic activity		
Website	http://www.filakovo.sk		
Legal status	Public organization	Registry number	00316075
National tax number	2021115052	Community tax number	
Date of foundation		Founder organisation	

Address and contact information

Addresses of the Organization	Official address	Branch office address	Mailing address
Country	Slovakia	Slovakia	Slovakia
NUTS III or equivalent	Banskobystrický samosprávny kraj	Banskobystrický samosprávny kraj	Banskobystrický samosprávny kraj
Postal code	98601	98601	98601
Settlement	Fil'akovo	Fil'akovo	Fil'akovo
Street, number, PO Box	Radničná 25	Radničná 25	Radničná 25

Legal representative of the organization		Contact person	
Title	Mr.	Title	Ms.
Name	Mgr. Attila Agócs, Phd.	Name	Erika Anderková

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Position	Mayor	Position	Project manager
Mobile phone	+421915163311	Mobile phone	+421915352355
Office phone	+421474381001	Office phone	+421474381001
E-mail	primator@filakovo.sk	E-mail	erika.anderkova@filakovo.sk

Beneficiary 1

General data of the beneficiary

Official name in original language	Nógrád Megyei Regionális Vállalkozásfejlesztési Alapítvány		
Official name in English			
Abbreviated name	NMRVA		
Type of institution	Other organizations without economic activity		
Website	www.nmrva.hu		
Legal status	Public organization	Registry number	12-01-0000016
National tax number	18631146-2-12	Community tax number	
Date of foundation	24/06/1994	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	Nógrád vármegye	Nógrád vármegye	Nógrád vármegye
Postal code	3100	3100	3100
Settlement	Salgótarján	Salgótarján	Salgótarján
Street, number, PO Box	Mártírok útja 1.	Mártírok útja 1.	Mártírok útja 1.

Legal representative of the organization		Contact person	
Title	Mr.	Title	Ms.

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Name	Béla Csaba Varga
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3. Project summary

Horizontal principle - PA specific

3. Priority / Project involves long-term unemployed people.

The project includes the long-term unemployed - indirectly creating the appropriate infrastructure to create 40-50 new jobs, where this target group can will be find the job.

3. Priority / Project involves tertiary educated unemployed people.

The project includes tertiary educated unemployed people - indirectly - project will be create the appropriate infrastructure to create 40-50 new jobs, where this target group can will be find the job.

Horizontal principle --Programme specific

Sustainable development: The project pays attention to efficiency and rational approach to funds and resources and goes beyond

The project pays attention to efficiency and rational approach to funds and resources and goes beyond

- The expected result is in line with economic needs to provide an adequate infrastructure to boost employment growth in order to boost the local economy, helping the border-country economy to restructure labor mobility. By the renovation of the unused industrial zone (8 000 m2) - of this multifunctional light industry 1362,90 m2 production halls are going to be built in Filakovo the Urban Plots of Šávol Road (Annex 11). As a result, the applicant reduces social and environmental problems and recovers the brownfield, while real estate market and the city's economic development to support complex is realized.

Equality between men and women: Project supports equal pay initiatives at the workplace.

The partners support the same principles for equal pay initiatives for all employees in the workplace
- at the level of positions with comparable responsibility.

Equal opportunities and non-discrimination: Project must be transparent and must take into account non-discrimination principles.

Suppliers of services and works will be selected throught the transparent, non-discriminative public procurement procedures - with the non-discriminative conditions of competition without the discrimination based on sex, racial or ethnic origin religion or belief, disability, age and sexual orientation. New infastructure will be available for any target groups.

Project description

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Short project summary in English

Development of the Investment Environment is a part of an action plan „Between R2 and M3“. It was selected in the first round of the call SKHU/1703. The lead partner of (LB) project is Fil'akovo city (also a partner of the CCP project) and the cross-border partner is NMRVA Salgotarjan (B1). Both subjects have years of experience with the implementation of Interreg projects. The main purpose is the economic development of the border area of Novohrad by investment construction, with the development of local infrastructure in Fil'akovo. Revitalizing the industrial zone and improving the conditions for the operation SMEs. This goes through the revitalization of Fil'akovo's former enamel factory – building a warehouse and steel production hall. Incubating them for SMEs (with all the necessary service), according to the construction plan attached to the project. The infrastructure will be available to prospects (SMEs) during the implementation of the LB projects in accordance with public competition rules, generating conditions for the creation of 40-50 new jobs and improving the employment rate of the borders area and mobility of the manpower. According to years of its own experience and expert experience of its partner network, the NMRVA contributes to the main goal of the project by professional activities that stimulate and support the incubation of investment construction in Fil'akovo. Processing a business plan for the usage of industrial zone, which provides circuit and the prices of services built in the new industrial infrastructure. Examining main business groups, effects a detailed research of competitors in relation to existing infrastructures in development located in the development of TAPE based on the main directions and tools of the marketing strategy. The desing/identity of the object will be prepared. A good practice of incubation from Hungary (study tour and 3-language marketing material) will be presented.

Short project summary in Hungarian

A befektetési környezet fejlesztése c. pályázat az "R2 és M3 között" c. akcióterv részeként került kiválasztásra az SKHU / 1703 felhívás első fordulójában. A pályázat fő kedvezményezettje, egyben az akcióterv CCP kedvezményezettje is - Fülek Város Önkormányzata (LB), és határon túli partnere NMRVA Salgotarján (B1). Mindkét fél több évre visszanyúló szakmai tapasztalatokkal rendelkezik az Interreg program keretén belül megvalósított pályázatok terén. Jelen pályázattal fő céljuk a határmenti nógrádi térség gazdasági fellendítése beruházási terület létrehozásával helyi infrastruktúra fejlesztéssel Füleken. Az ipari területek újjáélesztésével és a kis- és középvállalkozások működési feltételeinek javításával a füleki korábbi zománcgyár /rozsdasávoz/ revitalizációján keresztül - gyártó csarnokok megépítése, inkubálása KKV-k részére (a szükséges kiszolgáló infrastruktúrával, közművesítéssel együtt) a pályázathoz csatolt építési tervdokumentáció szerint. A pályázat során megvalósított befektetést a LB nyílt versenyszabályok szerint teszi az érdeklődő KKV-k részére elérhetővé, 40-50 új munkahely kialakítását generálva ezzel és javítva a határ menti régió foglalkoztatási szintjét és a munkaerő mobilitását. NMRVA sokéves saját és kapcsolatrendszer szakmai tapasztalatai alapján a füleki beruházást ösztönző és inkubációt támogató szakmai tevékenységekkel járul hozzá a pályázat fő céljához. Üzleti terv készítése a hasznosítandó ipari területhez amely meghatározza az új üzleti infrastruktúrában kialakítandó szolgáltatások körét, díját, túlmutatva a gyártócsarnokon. Megvizsgálja a fő üzleti célcsoportokat, részletes versenytárs elemzést végez a TAPE térségekben létező és fejlesztés alatt álló üzleti infrastruktúrák vonatkozásában, melyre alapozva kijelöli a marketing stratégia fő irányait, eszközeit. Elkészül a létesítmény arculati terve. Bemutatásra egy kerül inkubációs jó gyakorlat Magyarországról.

Short project summary in Slovak

Projekt s názvom Rozvoj investičného prostredia ako súčasť akčného plánu "Medzi R2 a M3" bol vybraný v rámci prvého kola výzvy SKHU / 1703. Vedúcim partnerom (LB) projektu je Mesto Fil'akovo (zároveň je partnerom aj projektu CCP) a cezhraničným partnerom je NMRVA Salgotarján (B1). Obidva subjekty disponujú dlhoročnými skúsenosťami pri realizácii projektov v rámci programu

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Interreg. Hlavným zámerom ich predkladaného projektu je ekonomický rozvoj prihraničného územia Novohradu investičnou výstavbou, rozvojom miestnej infraštruktúry vo Fil'akove. Oživením priemyselnej zóny a skvalitnením podmienok fungovania MSP cez revitalizáciu bývalej fil'akovskej smaltovne - vybudovaním skladovej a výrobnéj oceľovej haly, a ich inkubáciu pre MSP (s potrebnou obslužnou infraštruktúrou, inžinierskymi sieťami) v súlade s predloženou projektovou dokumentáciou. Infraštruktúru vybudovanú počas realizácie projektu LB sprístupní záujemcom (MSP) v súlade s pravidlami verejnej súťaže, generujúc podmienky na vytvorenie 40-50 nových pracovných miest a zlepšujúc mieru zamestnanosti prihraničného územia a mobilitu pracovnej sily. NMRVA podľa svojich vlastných dlhoročných skúseností a odborných skúseností jeho partnerskej siete prispeje ku hlavnému cieľu projektu odbornými aktivitami, ktorými stimuluje a podporí inkubáciu investičnej výstavby vo Fil'akove. Spracovanie podnikateľského plánu k využitiu priemyselnej zóny, ktorý stanoví profily okruhu a cien služieb v novej priemyselnej infraštruktúre presahujúcej výrobnú halu. Preskúma hlavné obchodné cieľové skupiny, uskutoční podrobný prieskum konkurencie vo vzťahu k existujúcim resp. obchodným infraštruktúram nachádzajúcim sa vo vývoji na území TAPE, na základe čoho vytýči hlavné smery a nástroje marketingovej stratégie. Predstavujú sa dobré skúsenosti inkubácie z Maďarska. (study tour).

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4. Indicators

Programme specific-Result							
Indicator ID	Name of indicator	Type	Unit	Base value	Total target value	Target value per beneficiaries	Description
R310	R310 Increase in the employment rate	Result	%	63,200000	65,200000		Each project approved in PA3 has to contribute to the fulfilment of the given result indicator directly or indirectly through synergic or complementary relations with other projects. Result indicators are measured by the Managing Authority and refer to achieved result of the Programme.
Programme specific-Output							
Indicator ID	Name of indicator	Type	Unit	Base value	Total target value	Target value per beneficiaries	Description

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O314	O314 Number of new business services promoting employment and consultancy services	Output	number	0,000000	1,000000	LB - SK - Fil'akovo	1,00	The project - built industrial hall with infrastructure will provide the tenant with suitable premises for business activities, for job creation and consultancy services.
						B1 - HU - NMRVA	0,00	

Common specific-Output

Indicator ID	Name of indicator	Type	Unit	Base value	Total target value	Target value per beneficiaries	Description	
CO39	CO39 Urban development specific indicators: Public or commercial buildings built or renovated in urban areas	Output	square meters	0,000000	1 362,900000	B1 - HU - NMRVA	0,00	Newly established buildings: Administrative building (313 m2), warehouse hall (1029,90 m2), gate-house (2 x 10 m2).
						LB - SK - Fil'akovo	1 362,90	

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5. Project activities

1 Activities	
1.1 - Project management	
Activity description:	The project is implemented with partners' internal and external / CCP management - 1 project manager (SK/CCP), 1 project assistant (HU), 1 financial manager (SK/CCP) and 1 public procurement expert (SK, external, out of project budget). The project team is assisted by an external expert (SK) - a technical inspector in connection with the necessary control and managements tasks. Coordinated activities are carried out with regular personal, electronic communication.
Location of the activity:	Fil'akovo, Salgótarján
Other information:	
Estimated cost (EUR):	7 527,52
1.2 - Communication	
Activity description:	<p>The strategy prepared by the CCP management team - Communication and capitalization plan - describes partner-level communication actions, recommendations for target group outreach and templates in accordance with visibility requirements of the Programme. Mandatory visibility and communication measures will be provided by the CCP management team.</p> <p>Beneficiaries will also take advantage of the communication activities of CCP project and contribute with the following activities: cooperation in the promotion of the objectives, outcomes and results of the project towards the stakeholders, decision-makers, representatives of the media, target groups and the general public; information transfer to the CCP; tasks related to the utilization of online and offline communication platforms of the Beneficiaries.</p>
Location of the activity:	Fil'akovo, Salgótarján

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Other information: Tangible outcomes:
According to the Communication and capitalization plan

Estimated cost (EUR): 0,00

1.3 - Preparatory activities (LB)

Activity description: This activity consisting of:
1. Preparation of technical documentation and all studies necessary related to the contracting procedure.
2. Activities carried out at the beginning of project implementation, which are:
- Implementation of public procurement procedures in line with Slovak national law.
- Preparation and signing the contract for the construction works related to the revitalization of industrial former zone.

Location of the activity: Fil'akovo

Other information: Tangible outcomes:
1 construction plan
1 building permit
1 successful public procurement for construction works - according to the technical documentation
1 signed contract for the construction works

Estimated cost (EUR): 77 096,00

1.4 - Construction of new infrastructure (LB)

Activity description: Construction - construction of new infrastructure according to design documentation and permits:
- Financed from project budget: BO 01 - Administrative building (part of), BO 02 - Warehouse hall, BO 04 - Gate-house, BO 05 - Car parking, BO 06 - Roads and paved areas, BO 07 - Rain sewerage, BO 08 - Water connection, BO 09 - Sewage and wastewater treatment plan, BO 10 - Transformer station + HV connection (without 10.3. Sales for Stredoslovenská distribučná, a.s.), BO 11 - Public lighting, BO 12 - Fencing, BO 13 - Landscaping, BO14
Sequence of construction:
- excavation works and landscaping;

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	<ul style="list-style-type: none"> - foundation of buildings; - engineering networks (connections); - area distribution (water supply, sewage and rain sewerage, public lighting); - sewage and wastewater treatment plant; - construction of an administrative building, hall and gatehouses; - roads, paved areas and car parks; - landscaping.
Location of the activity:	Fil'akovo, GPS: 48.274853° 19.828654° 48.274167° 19.828426° 48.274080° 19.827866°
Other information:	Tangible outcomes: Size of revitalized industrial zone: 17 824 m2 No. of newly established buildings: 3 Size of newly established buildings: 1362,90 m2
Estimated cost (EUR):	3 665 781,90
1.5 - Study tour (B1)	
Activity description:	The purpose of the study tour is to experience and learn best practises business incubation in Hungary. Planned venue: Business incubator developed in 3 phases by the Zalaegerszeg Városfejlesztő Zrt. Programme: visit of the incubator and companies; meeting with the parties involved in the concept and in the introduction of successful business development measures.
Location of the activity:	Zalaegerszeg

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Other information: Tangible outcomes:
1 study tour - 2 days,
No. of participants: 10 people (approx.)

Estimated cost (EUR): 2 500,00

1.6 - Business plan (B1)

Activity description: The Business Plan - setting the scope, prizes, main business target groups, detailed competitor analysis, marketing direction and tools of the new business infrastructure. The development will initiate a long-term rehabilitation of the damaged industrial area by recycling and reuse of the industrial zone, which will prepare the Business Plan (definition of the service system, market environment analysis, marketing plan, including image plan, operational plan, financial plan). + 5-year financial plan, cash flow plan and financial analysis, analyzing and justifying the sustainability criteria.

Location of the activity: Salgótarján, Fil'akovo

Other information: Tangible outcomes:
1 completed Business Plan (in Hungarian language with Slovak and English summary)

Estimated cost (EUR): 12 000,00

1.7 - Professional workshop (B1)

Activity description: Professional workshop of the business infrastructure operators in the TAPE area in order to exchange good practice and encourage cooperation among them (location: Salgótarján).
Concerned settlements: Szurdokpüspöki, Egyházasdengeleg, Bercel, Pásztó, Bátorfaterenye, Mátraszőlös, Karancslapujtó, Bárna, Filakovo, Lucenec

Location of the activity: Salgótarján

Other information: Tangible outcomes:
1 cross-border business event
No. of participants: 12 person (approx.)

Estimated cost (EUR): 1 057,43

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1.8 - Cross-border SME Promotion Forum (B1)

Activity description:	Main topic to be discussed of the cross-border SME Promotion Forum: Financing (CED, Ministry of Foreign Affairs, KAVOSZ, etc.), employment (Labour Offices, Employment Pact), resource and energy efficiency (consulting company), panel discussions with the participation of entrepreneurs and stakeholders.
Location of the activity:	Fil'akovo
Other information:	Tangible outcome: 1 cross-border business event (full-day) No. of participants: 80 (approx.)
Estimated cost (EUR):	4 000,00

1.9 - Competition for the use of the hall (LB)

Activity description:	Competition for the use of the hall in partnership with SARIO and the County of Banska Bystrica - a public tender will be announced (in October / November 2021) with the business conditions specified in the business plan.
Location of the activity:	Fil'akovo
Other information:	Tangible outcomes: 1 public tender, 1 rental contract
Estimated cost (EUR):	0,00

Project ID:	SKHU/1802/3.1/011	Project acronym:	DevInvestEnviro
Lead Beneficiary:	Mesto Fil'akovo, Town of Fil'akovo		
Modification ID:	ADD04		

6. Activity plan

Project ID:	SKHU/1802/3.1/011	Project acronym:	DevInvestEnviro
Lead Beneficiary:	Mesto Fil'akovo, Town of Fil'akovo		
Modification ID:	ADD04		

AI I	No.	Activity Group name	Activity name	Beneficiary	RP1	RP2	RP3	RP4	RP5	RP6	RP7
	1	Activities			✓	✓	✓	✓	✓	✓	✓
✓	1.1		Project management		✓	✓	✓	✓	✓	✓	✓
✓	1.1			LB - SK - Fil'akovo	✓	✓	✓	✓	✓	✓	✓
✓	1.1			B1 - HU - NMRVA	✓	✓	✓	✓	✓	✓	✓
✓	1.2		Communication		✓	✓	✓	✓	✓	✓	✓
✓	1.2			LB - SK - Fil'akovo	✓	✓	✓	✓	✓	✓	✓
✓	1.2			B1 - HU - NMRVA	✓	✓	✓	✓	✓	✓	✓
	1.3		Preparatory activities (LB)		✓	✓					
	1.3			LB - SK - Fil'akovo	✓	✓					
	1.3			B1 - HU - NMRVA							
	1.4		Construction of new infrastructure (LB)					✓	✓	✓	✓
	1.4			LB - SK - Fil'akovo				✓	✓	✓	✓
	1.4			B1 - HU - NMRVA							
	1.5		Study tour (B1)							✓	✓
	1.5			LB - SK - Fil'akovo						✓	✓

Project ID:	SKHU/1802/3.1/011	Project acronym:	DevInvestEnviro
Lead Beneficiary:	Mesto Fil'akovo, Town of Fil'akovo		
Modification ID:	ADD04		

1.5		B1 - HU - NMRVA					✓	✓
1.6	Business plan (B1)					✓	✓	
1.6		LB - SK - Fil'akovo						
1.6		B1 - HU - NMRVA				✓	✓	
1.7	Professional workshop (B1)						✓	
1.7		LB - SK - Fil'akovo						
1.7		B1 - HU - NMRVA					✓	
1.8	Cross-border SME Promotion Forum (B1)						✓	
1.8		LB - SK - Fil'akovo						
1.8		B1 - HU - NMRVA					✓	
1.9	Competition for the use of the hall (LB)		✓	✓	✓	✓	✓	✓
1.9		LB - SK - Fil'akovo	✓	✓	✓	✓	✓	✓
1.9		B1 - HU - NMRVA						

Project ID:	SKHU/1802/3.1/011	Project acronym:	DevInvestEnviro
Lead Beneficiary:	Mesto Fil'akovo, Town of Fil'akovo		
Modification ID:	ADD04		

7. Information and publicity

Project ID:	SKHU/1802/3.1/011	Project acronym:	DevInvestEnviro
Lead Beneficiary:	Mesto Fil'akovo, Town of Fil'akovo		
Modification ID:	ADD04		

8. Infrastructure and works

Location of infrastructure and works

No.	Beneficiary name	Permit required	All Related Topographical (lot) Numbers	Description
1	LB - SK - Fil'akovo	Yes	KN-C 3546/19, 3546/63, 3546/116, 3546/117, 3546/149, 3546/240, 3546/314, 3546/315, 3546/384, 3546/385, 3546/458, 3546/471, 3546/604, 3620/1 (=KN-E 760/5), 3788/1 (=KN-E 2331), 3794/1 (=KN-E 2341), 3882/2 (= KN-E 1414); cad.area Fil'akovo	By revitalizing the industrial zone and improving the operating conditions of business sector through the revitalization of the former Fil'akovo enamel factory - building a steel warehouse and incubating them for business sector (with necessary service infrastructure, engineering networks) in accordance with the architectural study and construction project documentation for the zoning and building permit. The infrastructure built by project implementation of the town of Fil'akovo will be available to interested parties (business sector) in accordance with the rules of public tender, generating conditions for the creation of 40-50 new jobs and improving the employment rate of the border area and labour mobility.

Permits

Project ID:	SKHU/1802/3.1/011	Project acronym:	DevInvestEnviro
Lead Beneficiary:	Mesto Fil'akovo, Town of Fil'akovo		
Modification ID:	ADD04		

No.	Beneficiary name	Type of permit	Identification / Registry number of permit	Date of request	Date of receipt	Description
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PROJECT BUDGET PER BENEFICIARY
MODIFICATION ID: ADD04

SKHU/1802/3.1/011/LB
DevInvestEnviro

LB: Fíľakovo
LB: Fíľakovo

SK
SK

No.	Budget lines	Activity	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)	Description
1	Preparation costs					77 096,00	
1.1	Preparation cost					77 096,00	
1.1.1	Feasibility study			0,00	0,00	0,00	
1.1.2	Building documentation	1.3 - Preparatory activities (LB)	package	1,00	77 096,00	77 096,00	
1.1.3	Permits			0,00	0,00	0,00	
1.1.4	Translations			0,00	0,00	0,00	
2	Staff costs					0,00	
2.1	Project management (SK)					0,00	
2.2	Internal experts (SK)					0,00	
3	Office and administrative expenditure					0,00 Flat rate (%) 0,00	
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					75 254,00	
5.1	Studies, surveys and plans					0,00	
5.2	Events, conferences, seminars and project meetings					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					0,00	
5.5.1	External management			0,00	0,00	0,00	
5.6	Other services					75 254,00	
5.6.1	Technical supervisor	1.4 - Construction of new Infrastructure (LB)	package	1,00	45 500,00	45 500,00	The construction/technical supervisor - externally performs the necessary control and administration tasks from the beginning of construction to the end will work closely with the project team. The construction supervision contract was concluded on the basis of a public procurement in the amount of 45 500 EUR.
5.6.2	Building documentation	1.4 - Construction of new infrastructure (LB)	package	1,00	29 754,00	29 754,00	Processing of project documentation for the implementation of the construction - "Revitalization of the former industrial zone on the Šávoľská cesta - Brownfield Fíľakovo"
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					3 590 527,90	
7.1	Construction, reconstruction and renovation of buildings, works, infrastructure					3 590 527,90	

PROJECT BUDGET PER BENEFICIARY MODIFICATION ID: ADD04							
SKHU/1802/3.1/011/LB DevInvestEnviro			LB: Fifakovo LB: Fifakovo	SK SK			
No.	Budget lines	Activity	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)	Description
7.1.1	Brownfield - revitalization of the Industrial zone	1.4 - Construction of new Infrastructure (LB)	package	1,00	3 590 527,90	3 590 527,90	Construction - construction of new Infrastructure according to design documentation and permits: - Financed from project budget: BO 01 - Administrative building (part of), BO 02 - Warehouse hall, BO 04 - Gate-house, BO 05 - Car parking, BO 06 - Roads and paved areas, BO 07 - Rain sewerage, BO 08 - Water connection, BO 09 - Sewage and wastewater treatment plan, BO 10 - Transformer station + HV connection (without 10.3.), BO 11 - Public lighting, BO 12 - Fencing, BO 13 - Landscaping, BO 14
7.2	Purchase of land					0,00	
Total eligible costs (1+2+3+4+5+6+7)						3 742 877,90	

PROJECT BUDGET PER BENEFICIARY
MODIFICATION ID: ADD04

SKHU/1802/3.1/011/B1
DevInvestEnvlro

B1: NMRVA
LB: Fífakovo

HU
SK

No.	Budget lines	Activity	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)	Description
1	Preparation costs					0,00	
1.1	Preparation cost					0,00	
1.1.1	Feasibility study			0,00	0,00	0,00	
1.1.2	Building documentation			0,00	0,00	0,00	
1.1.3	Permits			0,00	0,00	0,00	
1.1.4	Translations			0,00	0,00	0,00	
2	Staff costs					6 451,52	
2.1	Project management (SK)					6 451,52	
2.1.1	Project assistant	1.1 - Project management	package	1,00	6 451,52	6 451,52	Project assistant (1 person), part time.
2.2	Internal experts (SK)					0,00	
3	Office and administrative expenditure					967,72 Flat rate (%) 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					19 557,43	
5.1	Studies, surveys and plans					0,00	
5.2	Events, conferences, seminars and project meetings					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					0,00	
5.5.1	External management			0,00	0,00	0,00	
5.6	Other services					19 557,43	
5.6.1	Business plan	1.6 - Business plan (B1)	piece	1,00	12 000,00	12 000,00	The Business Plan - setting the scope, prizes, main business target groups, detailed competitor analysis, marketing direction and tools of the new business infrastructure. The development will initiate a long-term rehabilitation of the damaged industrial area by recycling and reuse of the industrial zone, which will prepare the Business Plan (definition of the service system, market environment analysis, marketing plan, including image plan, operational plan, financial plan). + 5-year financial plan, cash flow plan and financial analysis, analyzing and justifying the sustainability criteria. Language: Hungarian with Slovak and English summary.
5.6.2	Study tour	1.5 - Study tour (B1)	package	1,00	2 500,00	2 500,00	Study tour - for a good practice presentation of incubation in Hungary - for 10 person/ 2 days. Planned venue: Business Incubator in Zalaegerszeg developed already in 3 phases by the Zalaegerszeg Városfejlesztő Zrt.
5.6.3	Professional workshop	1.7 - Professional workshop (B1)	package	1,00	1 057,43	1 057,43	Workshop for the business Infrastructure operators in the TAPE region in order to share best practices and encourage cooperation.
5.6.4	Cross-border SME Promotion Forum	1.8 - Cross-border SME Promotion Forum (B1)	package	1,00	4 000,00	4 000,00	Full-day forum with presentations and panel discussions regarding the topics of SME financing, employment, resource and energy efficiency in cross border aspect with 80 participants.
6	Equipment expenditure					1 075,00	

PROJECT BUDGET PER BENEFICIARY MODIFICATION ID: ADD04									
SKHU/1802/3.1/011/B1 DevInvestEnvlro				B1: NMRVA LB: Fifakovo		HU SK			
No.	Budget lines	Activity	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)	Description		
6.1	Equipments related project management					1 076,00			
6.1.1	Laptop	1.1 - Project management	piece	1,00	1 076,00	1 076,00	1 laptop for project assistant		
6.2	Equipments related to core activities					0,00			
7	Infrastructure and works					0,00			
7.1	Construction, reconstruction and renovation of buildings, works, Infrastructure					0,00			
7.2	Purchase of land					0,00			
Total eligible costs (1+2+3+4+5+6+7)						28 052,67			

BUDGET OF THE PROJECT

MODIFICATION ID: ADD04

SKHU/1802/3.1/011

DevInvestEnviro

LB:

Fil'akovo

No.	Budget lines	LB - SK - Fil'akovo	B1 - HU - NMRVA	Costs (in EUR)	Share %
1	Preparation costs	77 096,00	0,00	77 096,00	2,04%
1.1	Preparation cost	77 096,00	0,00	77 096,00	
2	Staff costs	0,00	6 451,52	6 451,52	0,17%
2.1	Project management (SK)	0,00	6 451,52	6 451,52	
2.2	Internal experts (SK)	0,00	0,00	0,00	
3	Office and administrative expenditure	0,00	967,72	967,72	0,03%
4	Travel and accommodation costs	0,00	0,00	0,00	0,00%
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	
5	External expertise and services costs	75 254,00	19 557,43	94 811,43	2,51%
5.1	Studies, surveys and plans	0,00	0,00	0,00	
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	0,00	0,00	0,00	
5.6	Other services	75 254,00	19 557,43	94 811,43	
6	Equipment expenditure	0,00	1 076,00	1 076,00	0,03%
6.1	Equipments related project management	0,00	1 076,00	1 076,00	
6.2	Equipments related to core activities	0,00	0,00	0,00	

7	Infrastructure and Works	3 590 527,90	0,00	3 590 527,90	95,22%
7.1	Construction, reconstruction and renovation of buildings, works, infrastructure	3 590 527,90	0,00	3 590 527,90	
7.2	Purchase of land	0,00	0,00	0,00	
Total eligible costs (1+2+3+4+5+6+7)		3 742 877,90	28 052,67	3 770 930,57	100,00%
Share by beneficiaries		99,26%	0,74%	100,00%	

BUDGET OF THE PROJECT
MODIFICATION ID: ADD04

SKHU/1802/3.1/011 LB: Fiľakovo
DevInvestEnviro

Sources of funding name	Amount (EUR)	Share (%)	LB - SK - Fiľakovo (EUR)	LB - SK - Fiľakovo (%)	B1 - HU - NMRVA (EUR)	B1 - HU - NMRVA (%)
EU contribution	3 205 290,97	85,00	3 181 446,21	85,00	23 844,76	85,00
National contribution	377 093,05	10,00	374 287,79	10,00	2 805,26	10,00
Own contribution	188 546,55	5,00	187 143,90	5,00	1 402,65	5,00
Own private contribution	0,00	0,00	0,00	0,00	0,00	0,00
Own public contribution	188 546,55	5,00	187 143,90	5,00	1 402,65	5,00
	3 770 930,57	100,00	3 742 877,90	100,00	28 052,67	100,00

PAYMENT FORECAST
MODIFICATION ID: ADD04

SKHU/1802/3.1/011 LB: Filakovo
DevInvestEnviro

TOTAL COST	Reporting period 1	Reporting period 2	Reporting period 3	Reporting period 4	Reporting period 5	Reporting period 6	Reporting period 7	Total
LB - SK - Filakovo	72 590,00	29 754,00	0,00	0,00	0,00	1 062 183,66	2 578 350,24	3 742 877,90
B1 - HU - NMRVA	0,00	0,00	0,00	0,00	0,00	4 096,74	23 955,93	28 052,67
Total	72 590,00	29 754,00	0,00	0,00	0,00	1 066 280,40	2 602 306,17	3 770 930,57

EU CONTRIBUTION	Reporting period 1	Reporting period 2	Reporting period 3	Reporting period 4	Reporting period 5	Reporting period 6	Reporting period 7	Total
LB - SK - Filakovo	61 701,50	25 290,90	0,00	0,00	0,00	902 856,11	2 191 597,70	3 181 446,21
B1 - HU - NMRVA	0,00	0,00	0,00	0,00	0,00	3 482,23	20 362,53	23 844,76
Total	61 701,50	25 290,90	0,00	0,00	0,00	906 338,34	2 211 960,23	3 205 290,97



Partnership Agreement

Application form ID: SKHU/1802/3.1/011

Project acronym: DevInvestEnviro

Project title: Development of investment environment

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

PARTNERSHIP AGREEMENT
for the implementation of the Project

DevInvestEnviro

Development of investment environment

within the
Interreg V-A Slovakia-Hungary Cooperation Programme

between

Lead Beneficiary Mesto Fil'akovo

Address: Radničná 25, 986 01 Fil'akovo

Represented by: Mgr. Attila Agócs, Phd., Mayor

and

Beneficiary Nógrád Megyei Regionális Vállalkozásfejlesztési Alapítvány

Address: 3100 Salgótarján, Mártírok út 1.

Represented by: Béla Varga, director

(Hereinafter jointly referred to as Parties)

On the basis of:

- 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
- 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, modified on 1 September 2016 by Decision Ref No C(2016)5653 and modified on 29 October 2018 by the Decision Ref No C(2018) 7237 (hereinafter referred to as the Programme);
- documents of the relevant Call for proposals of the Programme , published 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 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 **5 days** 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 account¹ 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;
- 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

¹ The details of the bank accounts per Beneficiary form Annex 1 to the present Agreement.

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 **not less than 5 days before the deadline**. 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:
 - **Mesto Fiľakovo** is the owner of the "Revitalization of former industrial zone on the Šávoľská road - BROWN FIELD Fiľakovo "
5. The Project partners agree that owners of the Project outputs/deliverables are the following:

etc. **Mesto Fiľakovo** is the owner of the - Number of newly implemented infrastructure 1, Urban development specific indicators: Public or commercial buildings built or renovated in urban areas 8 000 m2

- **NMRVA – not relevant**

6. 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.
7. 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:
 - **Mesto Filakovo – shall ensure the sustainability of the operation of the hall, and will be responsible for the follow-up reports of the whole project at its own expense;**
 - **NMRVA - shall provide information for the LB for the follow-up reports.**
8. 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:
 - **Mesto Filakovo - Any revenues in addition to the repayment of the loan will be invested to renovate further ruined buildings in brownfield.**
 - **NMRVA – revenues are not expected.**
 - **project part / activity generating revenue, planned amount per year, timeframe, Project partner collecting the revenue, method of sharing revenue (e.g. percentages) etc.]**
9. 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

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 **5 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 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**. 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 **Slovak law**, 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

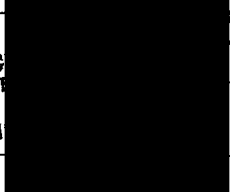
Concluding provisions

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 **Okresný súd Lučenec** (Filakovská cesta 287 984 01 Lučenec) shall have competence to rule in all legal disputes arising from this Agreement.
7. Five 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:	Mesto Fiľakovo
Name and title of legally authorised representative:	Mgr. Attila Agócs, PhD.
Place, date (and stamp):	Fiľakovo, 03.10.2023
Signature:	

Name of Beneficiary:	Nógrád Megyei Regionális Vállalkozásfejlesztési Alapítvány
Name and title of legally authorised representative:	Béla Varga
Place, date (and stamp):	Salgótarján, 04.10.2023
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: **Mesto Fil'akovo**

IBAN account number	SK42 0200 0000 0045 1645 2954
SWIFT code	SUBASKBX
Bank name	VÚB Banka
Bank address	Mlynské nivy 1, 82 990 Bratislava

Name of Beneficiary: **Nógrád Megyei Regionális Vállalkozásfejlesztési Alapítvány**

IBAN account number	HU53 1040 0786 5052 6656 7476 1097
SWIFT code	OKHBHUHBXXX
Bank name	Kereskedelmi és Hitelbank Zrt.
Bank address	1095 Budapest, Lechner Ödön fasor 9.