

FINANCING AGREEMENT

within the framework of the „*Interreg VI-A NEXT Hungary-Slovakia-Romania-Ukraine Programme 2021-2027*” programme between **Košický samosprávny kraj** and the **Széchenyi Programme Office Consulting and Service Nonprofit Limited Liability Company**

Having regard to

- Regulation (EU) 2021/1060 of the European Parliament and of the Council of 24 June 2021 laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy
- Regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments
- Regulation (EU) 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund
- Regulation (EU) 2021/947 of the European Parliament and of the Council of 9 June 2021 establishing the Neighbourhood, Development and International Cooperation Instrument – Global Europe, amending and repealing Decision No 466/2014/EU of the European Parliament and of the Council and repealing Regulation (EU) 2017/1601 of the European Parliament and of the Council and Council Regulation (EC, Euratom) No 480/2009
- Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union
- Government Decree No. 241 of 2023 (VI.20.) on the implementation of cross-border Interreg programmes in the programming period 2021-2027

this agreement (hereinafter referred to as: “**Agreement**”) was concluded by and between

Széchenyi Programme Office Consulting and Service Nonprofit Limited Liability Company Hungary – Slovakia – Romania – Ukraine Joint Secretariat (hereinafter referred to as „**Joint Secretariat**” (seat: H-1053 Budapest, Szép street 2. floor IV, represented by Áron László Szakács managing director and head of the Joint Secretariat) on the one hand

and

Košický samosprávny kraj (seat: Úrad Košického samosprávneho kraja, organisational representative: Ing. Rastislav Trnka, authorised contact person on behalf of the organisation: Ing. Barbora Kováčová, email address of the contact person: barbora.kovacova@vucke.sk, phone number of the contact person: 421556196650, EU tax number of organisation: 35541016, hereinafter referred to as “**Branch Office**”)

on the other hand

(hereinafter collectively referred to as “**Parties**”, and individually as “**Party**”)

PREAMBLE

The Interreg VI-A NEXT Hungary-Slovakia-Romania-Ukraine Programme 2021-2027 (hereinafter referred to as “**Programme**”) is implemented under the Cohesion Policy during the financial period 2021-2027 of the European Union. The Programme is financed by the Neighbourhood, Development and International Cooperation Instrument (hereinafter referred to as “**NDICI**”), which is the main financial instrument for EU external action. The implementation of the NDICI is governed

by Regulation (EU) 2021/947, as well as by the Common Provisions Regulation (CPR) 2021/1060 and the Interreg Regulation (EC) 2021/1059.

Pursuant to point 7.2 of the Programme specification, the countries participating in the Programme have agreed to establish a Joint Secretariat within the Széchenyi Programme Office Consulting and Service Nonprofit Limited Liability Company (hereinafter referred to as “SZPO”), but operating independently, to coordinate and implement the Programme in cooperation with the Managing Authority (hereinafter referred to as “MA”) and to support the national authorities. In addition to the above, it is also necessary to set up branch offices in each partner country, which shall qualify as such organisations that shall work closely with and coordinated by the Joint Secretariat in order to facilitate the implementation of the Programme in Slovakia, Romania and Ukraine.

Considering the fact of the start of the Programme in the new programming period, the national authorities of the countries participating in the Programme agreed in writing after the first Commission meeting – on 3 January 2024 – on the continued employment of SZPO’s Joint Technical Secretariat, the branch offices and their experts already participating in the "Hungary-Slovakia-Romania-Ukraine ENI CBC Programme" of the previous programming period. The quadripartite agreement also stipulated that, taking into account the expertise and experience of the staff of SZPO’s Joint Technical Secretariat and the branch offices and the Experts, the implementation of the Programme shall continue with the human resources currently available. The parties to the quadripartite agreement also confirmed that, should new experts needed to be selected in the future, this process shall be carried out in accordance with Chapter 7.2 of the Programme specification.

Related to the Programme, at the Joint Monitoring Committee (MC) meeting on 28 June 2024, the principle of continuity of staffing, as set out in the above-mentioned quadripartite agreement, was confirmed: from 1st July, 2024, the branch offices in Ukraine and Romania shall be using the same experts to carry out their tasks under the Programme, while the two branch offices in Slovakia shall have to launch a new call for applications due to the departure of the experts previously employed. Experts from the Ukrainian National Authority may also continue to perform their tasks on the same principle.

In relation to the Ukrainian National Authority and the Ukrainian branch office, the Agreement is concluded directly with the Expert for the reason that the Ukrainian national legislations does not allow the conclusion of contracts between Ukrainian and foreign entities. In such cases, it is mandatory to act personally by the Expert.

Considering the principle of continuity and the fact that the previous grant agreements expired on 30th June, 2024, Parties are required to conclude the Agreement as of 1st July, 2024, for which the legal authorisation is provided by point c) of subsection (1) of Article 1 and subsection (3) of Article 60 of Government Decree No. 241 of 2023 (VI.20.) on the implementation of cross-border Interreg programmes in the programming period 2021-2027.

In addition to the above, it is also necessary to record that SZPO concluded a TA resource management financing agreement (hereinafter referred to as the "**Resource Management Financing Agreement**") with the MA on 29th August, 2024 pursuant to subsection (3) of Article 60 of Government Decree No. 241 of 2023 (VI.20), with reference to the authorisation contained therein, which regulates in full detail the legal and financial background of the Agreement, thus creating the conditions for the signing of the present Agreement by SZPO.

In accordance with the separate agreement approved by the countries participating in the Programme – **Technical Assistance (TA) budget of the Interreg VI-A NEXT Hungary-Slovakia-Romania-Ukraine Programme and the Agreement on financial management of the Technical Assistance in the period 2021-2027** (hereinafter referred to as "**Separate Agreement**") – the foreign TA partner shall finance the expenses related to the provision of the selected Branch Office/Expert under the Agreement from the technical assistance budget of the Programme. In addition, given that 10% of the referenced available amount shall be provided in contribution is

kind, the present Agreement will be concluded only up to the EU contribution as set out in Annex 2 of the Specific Agreement.

ARTICLE 1 – SUBJECT OF THE AGREEMENT

- 1.1. By signing this Agreement, the SZPO agrees to pay to the Branch Office the contribution provided by the European Union (hereinafter referred to as "**Contribution**") under the Resource Management Financing Agreement from the budget of the EU part of the technical assistance part of the Programme, in accordance with the terms of this Agreement.

ARTICLE 2 – PLACE AND DURATION OF THE AGREEMENT

2.1. Place of performance

Place of performance: Úrad Košického samosprávneho kraja, Kosice, Slovakia

2.2. Duration of performance:

This Agreement shall enter into force on 1st July, 2024 and shall terminate on 31st December, 2029.

Any subsequent extension of this Agreement shall be subject to the performance of the Branch Office in the performance of its duties, unless the delay in the closing of the Programme is due to any external circumstance not related to the performance of the Branch Office duties. The performance of the Branch Office duties shall be judged in particular by the quality of its performance of the duties described in Article 5 of this Agreement.

ARTICLE 3 – FINANCIAL PROVISIONS

- 3.1. SZPO undertakes to finance for the whole period from 1st July, 2024 to 31st December, 2029 a maximum amount of EUR 66.000 (i.e. sixty-six thousand euros) of Contribution in accordance with the joint technical assistance budget which was approved by the Monitoring Committee at its second meeting in Kosice on 25-26th July, 2023 (the relevant written procedure was closed on 19th September, 2023). The TA budget was updated at the Monitoring Committee meeting on 28th June, 2024, without affecting the budget of the Branch Offices.
- 3.2. The amount of the financial contribution shall be EUR 12.000 (i.e. twelve thousand euros per year from 2025 to 2029, payable in two equal instalments every six months.
- 3.3. Considering that this Agreement shall enter into force on 1st July, 2024, the financial contribution for the year 2024 shall therefore be half of the above annual financial contribution, i.e. EUR 6.000 (i.e. six thousand euros)
- 3.4. Parties agree that the SZPO shall transfer the financial contribution of EUR 6,000 (i.e. six thousand euros) for the year 2024 to the Branch Office/Expert within 8 days from signing this Agreement by both Parties.
- 3.5. The payment of Contribution for the years 2025-2029 shall be as follows:
- SZPO shall transfer the Contribution for the first half of the year to the Branch Office within 8 days of receipt of the advance payment from the MA. The transfer of the advance payment is subject to the availability of the previous year's technical reports.
 - The payment of the Contribution for the second half of the year is due within 8 days of the submission of the previous half-year's technical report to the Joint Secretariat.
- 3.6. The Branch Office undertakes to prepare a technical report on the progress of its professional activities in connection with TA projects (hereinafter referred to as "**Technical Report**") in English by the 15th day of the month following each calendar half-year period and an annual technical report

(hereinafter referred to as "**Annual Technical Report**") in English by the 31st day of January of the following year, which shall be sent electronically (by e-mail) to the Joint Secretariat. The Technical Report and the Annual Technical Report shall be kept in the Joint Secretariat's technical documents relating to the Branch Offices and – in accordance with the Resource Management Financing Agreement – will be sent to the Managing Authority and then to the Programme's Monitoring Committee.

- 3.7. Furthermore, the Branch Office agrees, in accordance with the Separate Agreement approved by the countries participating in the Programme, that the TA budgets may be revised at the intervals specified in the Separate Agreement – in the years 2025 and 2028 – for which Branch Office shall submit to the Joint Secretariat a revised cost plan for its own budget up to the value of this contract by 31st August, 2025 and 31st August, 2028 respectively.
- 3.8. Should the Branch Office fail to send the Technical Report or fail to perform the tasks set out in this Agreement, the Joint Secretariat shall inform the MA and the National Authority of this fact. In the event the MA and the National Authority initiate the termination of this Agreement or if the Parties decide to terminate this Agreement by mutual agreement, the Branch Office shall repay the unused or unlawfully used part of the Contribution within 8 days to the bank account in euro currency HU94 10032017-00325114-01020018 owned by SZPO (Bank name: Hungarian State Treasury, Bank address: 1054 Budapest, Hold street 4, SWIFT-Code: HUSTHUHB). Considering that the source of the amount to be repaid is the EU's available amount of the Programme's technical assistance, no interest shall be charged on the amount to be repaid.

ARTICLE 4 – RIGHTS AND OBLIGATIONS OF THE JOINT SECRETARIAT

- 4.1. The Joint Secretariat shall support the Branch Office in the performance of its tasks under this Agreement, in particular in the following:
- a) keeping the Branch Office informed in due time regarding the latest developments that might have an impact on its performance;
 - b) taking the necessary measures in connection with the examination of the Technical Reports and the Annual Technical Report and to request additions where necessary;
 - c) replying in due time to any requests for information or other requests from the Branch Office
 - d) providing clear guidance in relation to the work of the Branch Office which is detailed in Chapter 5 of this Agreement;
 - e) annually evaluating the activities performed by Branch Office based on the Technical Reports and the Annual Technical Report.

ARTICLE 5 – RIGHTS AND OBLIGATIONS OF THE BRANCH OFFICE

The tasks to be performed by the Branch Office

- 5.1. In the border regions of Slovakia the Branch Office shall inform potential applicants and other actors interested in cross-border cooperation in the border regions of Slovakia on activities planned under the Programme (Call for Proposals, seminars, trainings, Infodays etc.) Regarding these activities, Comprehensive support shall be granted to these persons on an equal basis and free of charge. Information support to potential partners and other actors interested in cross-border cooperation shall be provided via telephone and/or e-mail and/or personal consultation.
- 5.2. The Branch Office shall support the organisation of the Monitoring Committee (hereinafter referred to as "**Monitoring Committee**") and other meetings related to the Programme implementation in Slovakia. This activity includes in particular the logistic and organisational tasks of the meetings of

the Monitoring Committee and other important meetings related to the Programme. The Branch Office shall inform the interested Ukrainian/Romanian/Slovakian parties on the meetings in due time. When necessary, the meetings shall be organised outside the administrative unit of the Branch Office in other eligible regions of Slovakia/Romania/Ukraine.

- 5.3. The Branch Office shall Participate in the implementation of the communication plan as follows. The Branch Office shall
- a) contribute to information and publicity activities within the respective territory, especially publication of call for proposals notices in Ukrainian/Romanian/Slovak local and regional newspapers relevant to inform potential applicants;
 - b) cooperate and actively participate in the organization of partner-seeking forums, information days, workshops, conferences, creation of databases, etc. organized within the framework of the Program;
 - c) provide any necessary information or document in connection with the Programme for those manage the Programme (management);
 - d) contribute to the development of the Programme's website;
 - e) co-ordinate in advance all its activities with the Joint Secretary and regularly inform the Joint Secretary about the achievements.
- 5.4. The Branch Office shall collect data to improve the monitoring of projects and identify potential risks for effective implementation and to detect suspected errors, fraud and corruption. The Branch Office also collects data on projects implemented under the Programme and potential partners as requested by the Joint Secretariat.
- 5.5. The Branch Office shall support the day-to-day implementation activities of the MA and the Joint Secretariat. The Branch Office may be involved in the project evaluation and monitoring of the implementation, assisting the MA and the Joint Secretariat with the translation of all relevant documents from Ukrainian/Romanian/Slovak language into English.
- 5.6. The Branch Office shall support the Joint Secretariat in the formal administrative and eligibility checks of applications involving Ukrainian/Romanian/Slovak partners.
- 5.7. The Branch Office shall provide support to partners in the use of the INTERREG+ IT system used by the Programme.
- 5.8. The Branch Office may be involved in supporting the Joint Secretariat in a way that during the monitoring visits The Branch Office may collates (checks) the compliance of project activities with the project activity plans and monitors the progress and discusses issues as they arise, as well as attend project events and conferences.
- 5.9. The Branch Office shall take responsibility for all information communicated to applicants and the Joint Secretary.
- 5.10. The Branch Office shall prepare the minutes of the monitoring visits and send them to the Joint Secretary.
- 5.11. The Branch Office shall take all necessary steps to ensure that the tasks delegated by the Joint Secretariat are implemented appropriately.
- 5.12. The Branch Office shall submit the Technical Reports and the Annual Technical Report (Annex No. 1) to the Joint Secretariat in the format specified within the time limit and in the manner set out in this Agreement, with an understanding that the Technical Reports and the Annual Technical Report shall contain all necessary and relevant information.

- 5.13. The Branch Office shall carry out any other tasks related to the Programme as defined by the Joint Secretariat within the time limits set by the Joint Secretariat.
- 5.14. During its activities, Branch Office shall take into account the EU and national legislation, including the provisions related to public procurement, state grants, disclosure as well as the regulations related to the environment protection and equal opportunities.
- 5.15. In addition to those listed above, the Branch Office shall have the following obligations:
The Branch Office
- a) retain all files, documents and data about the project at least until the timeframe stipulated in Article 82(1) of the CPR Regulation (EC) No. 2021/1060 (24 June 2021), either in original or as certified copies on commonly used data storage device safely and orderly;
 - b) provide access to their business premises during the ordinary business hours and also beyond these hours by arrangement and allow to carry out checks related to the project within the timeframe stipulated in Article 82(1) of the CPR Regulation (EC) No. 2021/1060 (24 June 2021);
 - c) provide the Joint Secretariat with all necessary information in connection with related audits within the deadline.
- 5.16. Parties hereby agree that the above mentioned, operational tasks of the Branch Office shall be performed by the Expert. The data of the Expert and also, the duration of her assignment shall be inseparable part of this Agreement. (Annex III.)

ARTICLE 6 – BRANCH OFFICE’S/EXPERT’S BANK DETAILS

The Branch Office has the following bank details:

Name of the account holder: Košický samosprávny kraj
Name of the financial institution: STATNA POKLADNICA
Address of the financial institution: Radlinského 32, 810 05 Bratislava, Slovakia
Currency: EUR
SWIFT: SPSRSKBAXX
Remittance Information: Branch Office NEXT Košice
Identification number of beneficiary/EU tax number: 35541016
IBAN: SK7481800000007000606119

Payment shall be made in accordance with this Agreement.

ARTICLE 7 – CONFLICT OF INTERESTS AND CONFIDENTIALITY

For each task performed under this Agreement, the Branch Office shall demonstrate appropriate ethical conduct and shall respect the confidentiality of the information and documents to which the Branch Office accessed. Furthermore, the Branch Office shall not be personally involved in the development or coordination of projects or be associated with any project or activity carried out by organisations applying under the Programme.

ARTICLE 8 – TERMINATION OF THE AGREEMENT

- 8.1. The Joint Secretariat shall have the right to terminate this Agreement if the Branch Office has failed to perform or has failed to perform adequately any of its obligations under this Agreement, excluding the cases of force majeure (vis maior), if no reply to a registered letter sent by registered post in respect of its failure is received within two weeks of receipt of the letter or if the reply does not contain an acceptable excuse for the failure.

- 8.2. The Branch Office shall promptly notify the Joint Secretariat on any facts or circumstances that may adversely affect the performance of this Agreement.
- 8.3. Parties agree that they may terminate this Agreement at any time by mutual consent. Such agreement shall only be concluded in writing, and shall only be valid with the joint signature of the Parties.
- 8.4. Subject to point 2.2 of this Agreement, the Joint Secretariat reserves the right to terminate this Agreement with immediate effect if the Branch Office fails to perform or fails to perform properly its obligations under this Agreement, if the Branch Office cannot be contacted despite repeated attempts, or if doubt arises regarding the Branch Office's conflict of interest or confidentiality.

ARTICLE 9 – JURISDICTION CLAUSE

- 9.1. This agreement shall be governed by the Hungarian law.
- 9.2. Parties agree that they wish to settle any legal disputes primarily in amicable way, through negotiations, and that they will only contact a court if settlement through negotiations fails.
- 9.3. Parties agree to submit themselves to the exclusive jurisdiction of court defined by the seat of SZPO in all lawsuits arising from the present agreement.

ARTICLE 10 – COMMUNICATION

- 10.1. All correspondence relating to this Agreement shall be in English and shall be sent to:

Széchenyi Programme Office Consulting and Service Nonprofit Limited Liability Company Hungary
– Slovakia – Romania – Ukraine Joint Secretariat
H-1053 Budapest, Szép street 2. floor IV
e-mail: sillo.melinda@szpi.hu

- 10.2. Contact details of Branch Office:

Name: Ing. Barbora Kováčová
Address: Úrad Košického samosprávneho kraja
E-mail: barbora.kovacova@vucke.sk
Phone number: 421557268144

- 10.3. Any changes in the above contact details shall be communicated to the other party in written form. However such changes do not result the amendment of this Agreement.

ARTICLE 11 - ANNEXES

The following documents shall be annexed to this Financing Agreement and form an integral part thereof:

Annex I: Technical Report
Annex II: Information Sheet
Annex III. : Data of Expert of Branch Office

This Agreement consists of 8 (eight) pages and 3 (three) annexes and has been executed in 3 (three) original copies, all of which are in full agreement with each other in form and substance. After having read and interpreted the present Agreement, Parties sign it at the place and time indicated below in full conformity with their will.

Budapest,, 2024

....., 2024.....

Áron László Szakács

managing director and head of Hungary –
Slovakia – Romania – Ukraine Joint Secretariat
**Széchenyi Programme Office Consulting
and Service Nonprofit Limited Liability
Company**

Ing. Rastislav Trnka

Košický samosprávny kraj

Branch Office

technical countersignatory:

*In this agreement the technical countersignatory
is the managing director and head of Hungary –
Slovakia – Romania – Ukraine Joint Secretariat
signing the contract on behalf of the Company*

financial countersignatory:

Teréz Biró

financial director

legal compliance certified by:

dr. Anita Dékány

legal director



Interreg



Co-funded by
the European Union

NEXT

Hungary – Slovakia – Romania – Ukraine

Interreg VI-A NEXT

Hungary-Slovakia-Romania-Ukraine Programme 2021-2027

Technical Report

dd/mm/yyyy - dd/mm/yyyy

1. IDENTIFICATION

Contact Person	Name: Title: Phone: Email:
Reporting Period	dd/mm/yyyy - dd/mm/yyyy

2. OVERVIEW

2.1 Executive summary

[Main achievements and problems/difficulties encountered during the reporting period]

2.2 Summary of main activities

Please summarise the main activities carried out, highlighting the problems encountered and the proposed solutions

2.3 Participation at conferences, seminars, trainings, meetings in the reporting period

Event	Date and place	Participants	Outcomes	Note

2.4. Project Visits

Project ID	Date of visit	Purpose/reason of the visit	Problem identified	Solution proposed

2.5. Information and communication activities

2.5.1. List of information and communication activities

[Please submit a detailed list of all information and communication activities undertaken. Ensure that outputs and outcomes are well documented. Follow the table below.]

Activity title	Aim of the activity	Target group	Output	Results	Measures to ensure EU visibility

Information sheet

For the TA Partner of the Interreg VI-A NEXT Hungary-Slovakia-Romania-Ukraine Programme

1. Summary of activities co-financed by technical assistance
To be described by the TA partner

2. Expenditure¹

Budget lines (plan) (EU contribution EUR)	2024	2025	2026	2027	2028	2029	TOTAL
Staff costs	6 000,00	12 000,00	12 000,00	12 000,00	12 000,00	12 000,00	66 000,00
TOTAL	6000,00	12 000,00	12 000,00	12 000,00	12 000,00	12 000,00	66 000,00

Budget lines (fact) (EU contribution EUR)	2024	2025	2026	2027	2028	2029	TOTAL
Staff costs							
TOTAL	0,00	0,00	0,00	0,00	0,00	0,00	0,00

Sources of funding (EUR)	TOTAL
Total TA budget	73 333,34
EU contribution (90%)	66 000,00
National Contribution in kind (10%)	7 333,34

3. Additional relevant information provided by the TA partner
To be added by the TA partner, if relevant

Signature:

Date:

Stamp (if relevant):

¹ In case the national currency is not EUR, the exchange rate is the INFO EUR exchange rate in December of the year when information is provided.

Annex III.

DATA OF EXPERT:

Name: Viktória Ječová

Address:

Mother's full name:

Place and date of birth:

E-mail: viktoria.jecova@vucke.sk

Phone number:

Duration of assignment: 1 July 2024 till 31 December 2029