



Hungary-Slovakia
Cross-border Co-operation
Programme 2007-2013

Building Partnership

European Union
European Regional Development Fund



Subsidy Contract

Project Code: HUSK/0801/2.3.1/0001

Acronym: Kerékpárutak határok nélkül / Cyklotrasy bez hraníc

**Project title: Kerékpárutak határok nélkül - tanulmányok és tervek
/ Cyklotrasy bez hraníc - štúdie a plány**

European Territorial Co-operation 2007 – 2013

**Subsidy Contract
for the implementation of the project**

**HUSK/0801/2.3.1/0001- Kerékpárutak határok nélkül / Cyklotrasy bez hraníc,
Kerékpárutak határok nélkül - tanulmányok és tervek / Cyklotrasy bez hraníc
- štúdie a plány**

**within the
Hungary – Slovakia Cross-border Co-operation Programme 2007-2013**

The following contract is concluded between

National Development Agency

acting as the Managing Authority of the Hungary – Slovakia Cross-border Co-operation Programme 2007-2013 (hereinafter referred to as MA)

Address: 1077 Budapest, Wesselényi u. 20-22., Hungary

Tax number: 15598323-2-41

on one hand,

and

Regionálna rozvojová agentúra ISTER

Galantská cesta 4

Dunajská Streda

929 01

Slovakia

Tax number: 2021742316

on the other hand,

acting as Lead Partner (hereinafter referred to as LP)

hereinafter jointly referred to as Parties

based on the following legal framework:

- COUNCIL REGULATION (EC) No 1083/2006 of 11 July 2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and repealing Regulation (EC) No 1260/1999;
- REGULATION (EC) No 1080/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 5 July 2006 on the European Regional Development Fund and repealing Regulation (EC) No 1783/1999;
- COMMISSION REGULATION (EC) No 1828/2006 of 8 December 2006 setting out rules for the implementation of Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and of Regulation (EC) No 1080/2006 of the European Parliament and of the Council on the European Regional Development Fund;
- COMMISSION REGULATION (EC) No 1998/2006 of 15 December 2006 on the application of Articles 87 and 88 of the Treaty to de minimis aid;
- COMMISSION DECISION 2005/842/EC of 28 November 2005 on the application of Article 86 (2) of the EC Treaty to State Aid in the form of public service compensation

- granted to certain undertakings entrusted with the operation of services of general economic interest;
- COMMISSION REGULATION (EC) No 800/2008 on declaring certain categories of aid compatible with the common market in application of Articles 87 and 88 of the Treaty (General Block Exemption Regulation);
 - COUNCIL REGULATION (EC, Euratom) No 1605/2002 of 25 June 2002 and its amendments on the financial regulation applicable to the general budget of the European Communities;
 - Communication from the Commission - Temporary Community framework for State aid measures to support access to finance in the current financial and economic crisis (2009/C 83/01)
 - the Hungary – Slovakia Cross-border Co-operation Programme 2007-2013, approved by the European Commission on 20 December 2007, Decision No. C(2007)6488 (hereinafter also referred to as Programme).

The following regulations and guidelines have to be also respected in the framework of this contract:

- Community rules regarding Community horizontal policies such as the rules for competition and entry into the markets, the protection of the environment, the equal opportunities between men and women and public procurement;
- National rules applicable to the Lead Partner and its Project Partners (hereinafter also referred to as PPs);
- the relevant Call for Proposals (HUSK 2008/1) published on 15th October 2008 on the website of the Programme;
- the HUSK Project Implementation Handbook laying down the programme specific rules for the implementation of the projects;
- the HUSK Visibility Guide for Projects laying down the programme specific rules on information and publicity measures of the projects.

Article 1 Award of subsidy

1. In accordance with the decision of the Monitoring Committee, dated 3rd April, 2009 an earmarked subsidy is awarded to the LP from the European Regional Development Fund (hereinafter referred to as ERDF) under the Hungary – Slovakia Cross-border Cooperation Programme for the implementation of the "HUSK/0801/2.3.1/0001- Kerékpárutak határok nélkül / Cyklotrasy bez hraníc, Kerékpárutak határok nélkül - tanulmányok és tervek / Cyklotrasy bez hraníc - štúdie a plány" project.

Maximum Community contribution awarded:	706 358,49 EUR say: Sevenhundredsixthousand threehundredfiftyeight euros and fourty-nine cents
Total project budget:	872 077,69 EUR say: Eighthundredseventytwothousand seventyseven euros and sixty-nine cents

2. The ERDF co-financing rates per partners are set in Annex III. (Sources of funding) of the Subsidy Contract. As a general rule, the ERDF co-financing rates per partners cannot exceed 85% of the eligible public expenditures.

3. The maximum amount of ERDF contribution awarded for the project cannot be exceeded.
4. Should the total eligible costs after the completion of the project be lower than the budgeted amount, the abovementioned ERDF contribution awarded under the Programme will be correspondingly reduced according to the ERDF co-financing rates per partners set in Annex III.
5. Reimbursement of the ERDF contribution is under the condition that the European Commission makes the funds available to the above-described extent.
6. If the European Commission fails to make the funds available or the Memorandum of Understanding signed by the participating Member States is no longer in force, the MA will be entitled to terminate this contract.

Article 2

Duration of the project

1. Project starting date: 1st December, 2009
Project end date: 30th November, 2010
2. The project activities have to be carried out and finalised within the project period as well as project expenditure – with the exception of preparation costs – has to be incurred within the project period as defined in Article 2.1.
3. Preparation costs can only be eligible if they were incurred on or after 1st January 2007 and before the date of submission of the Application to the Joint Technical Secretariat (hereinafter also referred to as JTS), and paid before the end date of the first reporting period.

Article 3

Object of use

1. The ERDF contribution is awarded exclusively for the implementation of the Project as it is described in the Application approved by the Monitoring Committee.
2. Project expenditure, including preparation costs, which qualifies for the ERDF contribution awarded according to Article 1.1., consists exclusively of project expenditure related to the project activities approved by the Monitoring Committee. The rules for the eligibility of expenditure are set in the HUSK Project Implementation Handbook. The relevant EC Regulations, in particular Article 56 of Regulation (EC) No 1083/2006, Articles 7 and 13 of Regulation (EC) No 1080/2006, Articles 48-53 of Regulation (EC) No 1828/2006, and national eligibility rules also have to be respected. In case of contradiction between the abovementioned rules, the stricter rule shall apply.
3. State aid rules in application of Articles 87 and 88 of the EC Treaty as defined in annex VI must be respected if applicable.

Article 4

Reporting and Application for Reimbursement

1. The LP can only submit Application for Reimbursement to the JTS accompanied by proof of progress of the project. Therefore the LP has to submit a Progress Report – with each Application for Reimbursement – consisting of the description of the activities carried out and their outputs and results during the reporting period and a financial report presenting the financial progress of the project in accordance with the approved application.
2. The LP has to submit the Progress Report and the Application for Reimbursement for each four-month reporting period from the project starting date indicated in Article 2.1. The LP is entitled to submit a startup Progress Report within 105 calendar days from the conclusion of the subsidy contract in case the project was approved with preparation costs to be co-financed or the starting date of the Project is before the conclusion date of this subsidy contract. In this case the first Progress Report shall cover the period between the signature of the Contract and the end of the first four-month reporting period. The Progress Report and the Application for Reimbursement have to be submitted to the JTS within 105 calendar days from the end date of each reporting period. The reporting periods and the actual deadlines for submission are indicated in Article 4.13.
3. Additional obligatory deadlines to submit an Application for Reimbursement may be set by the MA in order to avoid decommitment of ERDF contribution at programme level.
4. The startup Progress Report and Application for Reimbursement (if any) have to cover the preparation costs of the project and the project expenditure incurred between the starting date of the project and the conclusion date of this subsidy contract. In case no startup Progress Report and Application for Reimbursement is submitted, the above mentioned costs have to be included in the first Progress Report and Application for Reimbursement covering the first reporting period as indicated in Article 4.13.
5. The final Progress Report and final Application for Reimbursement have to be submitted to the JTS within 120 calendar days after the end date of the project as indicated in Article 2.1.
6. The language of each report is English. The forms and tools of the Progress Report, Application for Reimbursement and the Declarations on validation of expenditure are defined for the HUSK programme and are obligatory to use. Further rules on reporting – including the documents to be submitted with the Progress Report – are set in the HUSK Project Implementation Handbook.
7. The Application for Reimbursement submitted by the LP shall contain only validated expenditure and shall be supported by the Declarations on validation of expenditure issued by the Control Bodies of the PPs. The LP shall ensure that the expenditure presented by the PPs participating in the project have been incurred for the purpose of implementing the project and corresponds to the activities agreed between those partners.
8. In compliance with the Article 20(1)d of the Regulation (EC) No. 1080/2006, the LP shall ensure that the expenditure of its PPs has been verified by the designated Control Body of the PP. The designated Control Bodies and the national level

control requirements for each Member State are available in the HUSK Project Implementation Handbook.

9. In case the Declarations on validation of expenditure are not received from each project partner for a given reporting period, the LP shall submit the Application for Reimbursement on the basis of the Declarations on validation of expenditure available for the reporting deadline. The expenditure of the PPs submitted for validation but not validated for the given reporting period within the deadline might be requested only in the next Application for Reimbursement. In case of expenditures held back by procedures launched by programme bodies, in particular by irregularity procedures, eligible expenditures might be requested in the Application for Reimbursement after the closure of the procedure in question.
10. The LP shall submit the Application for Reimbursement in Euro, based on the Declarations on validation of expenditure in Euro issued by the designated Control Body of the PPs.
11. PPs from Member States, which have not adopted the Euro as their currency, shall convert into Euro the amounts of expenditure in the list of invoices incurred in national currency before submission for validation to the responsible Control Body of the Member State. The expenditures shall be converted into Euro using the monthly accounting exchange rate of the European Commission in force in the last month of the reporting period. The monthly exchange rates of the European Commission are available at website of the European Commission.
12. The exchange rate risk is borne by the PP/LP concerned.
13. The LP shall request the reimbursement of ERDF contribution on the basis of the following table:

	Reporting period	Deadline for submission of the Progress Report and Application for Reimbursement	Indicative spending forecast (EUR) (2 decimals needed)
1	01.12.2009 - 31.03.2010	Within 105 days after the last day of reporting period, latest 14.07.2010	51 041,20
2	01.04.2010 – 31.07.2010	Within 105 days after the last day of reporting period, latest 15.11.2010	327 256,58
3	01.08.2010 – 30.11.2010	Within 120 days after the last day of reporting period, latest 30.03.2011	328 060,71
Total:			706 358,49

14. The spending forecasts of the project are set out in point 13. and remain unchanged for the whole project period. The LP has the possibility to deviate from the spending forecasts considering that in case of n+2/n+3 decommitment resulting from underspendings compared to the spending forecast, the MA is entitled to decommit the project by reducing the original project budget and the corresponding ERDF contribution.
15. In case of projects with investment activities co-financed, the LP shall submit yearly follow-up reports till the end of the period laid down in article 14(1) in the format set in the HUSK Project Implementation Handbook to the JTS proving the sustenance

of the project outputs. The first follow-up report shall be submitted within one year from the end date of the Project.

16. The LP has to provide immediate information to the JTS about circumstances that delay, hinder or make impossible the realization of the project, as well as about any circumstances that mean a change of the reimbursement conditions and frameworks as laid down in this contract or entitle the MA to reduce or demand repayment of the ERDF contribution wholly or in part. Immediate information shall also be provided in case the project has not been or cannot be fully implemented by carrying out the planned activities, the planned outputs and results and by achieving at least 80% of the quantifiable outputs, or the project cannot or could not be realized in due time. In case that the project cannot be implemented according to the time schedule fixed in the Application and in annex 1 as well as according to the payment schedule stated in point 13 of this article the fact has to be reported immediately to the JTS in order to seek written approval. The request for approval does not imply the approval.
17. ERDF funds not requested according to the plan may be lost by the beneficiaries.

Article 5 **Reimbursement of ERDF contribution to the LP**

1. The reimbursement of ERDF contribution to the LP will be initiated only after the verification and acceptance of the Progress Report and its annexes, the Application for Reimbursement and the Declarations on validation of expenditure.
2. The LP may be requested for completion of the Progress Report and the Application for Reimbursement during the verification process by the JTS. After the second unsuccessful request for completion, the Application for Reimbursement and the Progress Report may be rejected. A rejected Application for Reimbursement can be resubmitted only once and for the next reporting deadline following to the reporting period concerned.
3. The reimbursement of ERDF contribution will be authorised by the Certifying Authority. In case the ERDF balance of the programme single bank account handled by the Certifying Authority does not cover the amount to be reimbursed, the reimbursement process will be suspended till the transfer of the ERDF contribution from the European Commission is credited to the programme single bank account.
4. For receiving the reimbursement of ERDF contribution and for the transfers of ERDF contribution to the PPs, the LP has to open a separate EUR bank account exclusively for the project.
5. The ERDF contribution will be reimbursed in Euro only and transferred to the following separate project bank account indicated by the LP:

IBAN account number: SK66 1100 0000 0026 6921 0105
SWIFT Code: TATR SK BX
Bank name: Tatra banka, a.s.
Bank address: Hodžovo nám. 3, 811 06 Bratislava 1, Slovakia

6. The LP has to notify officially the JTS in written form in case of change of the separate project bank account within 15 calendar days, or with the submission of the Application for Reimbursement at the latest.
7. Should the Lead Partner fail to properly inform about a change of the bank account, it is the Lead Partner who bears the consequences.
8. The LP is responsible for transferring the ERDF contribution to the PPs participating in the project according to the approved Application for Reimbursement, within the timeframe agreed in the Partnership Agreement.
9. Bank statements proving the management of the separate project bank account have to be presented to the JTS according to the rules specified in the HUSK Project Implementation Handbook.

Article 6
Double financing

1. The expenditures shall not be double funded by any other European and/or national funds.

Article 7
Representation of PPs, liability and additional obligations of the LP

1. In order to lay down the arrangements for its relations with the PPs the LP is responsible to conclude a Partnership Agreement with the PPs.
2. The LP represents the partnership as defined in the Partnership Agreement and is the only direct contact between the project and the programme management bodies. The LP shall be responsible for ensuring the implementation of the entire project. To this end, the LP shall undertake:
 - a) to co-ordinate the start of the project as set in Article 2.1;
 - b) to co-ordinate the implementation of the project according to the time schedule stated in this contract and the Application;
 - c) to inform the JTS immediately in written form if the project budget has to be changed, if the partners, the project objectives, the activity plan, on which this contract is based have to be changed, or one of the reimbursement conditions cannot be fulfilled, or circumstances arise, which entitle the MA to reduce or demand repayment of the ERDF contribution (entirely or in part);
 - d) to comply with European Union regulations, as referred to in the preamble to this contract, and to the relevant national legislation for the whole partnership;
 - e) to transfer the ERDF funds correctly upon receipt to the other PPs according to Article 5.8 (In case of a claim for repayment from the MA, the LP cannot exculpate himself with the argument of the transfer of the funds);
 - f) to maintain separate accounting for the project implementation purposes in manner ensuring the identification of each financial operation within the project.

3. The LP bears responsibility for the activities of the PP(s) and the sub-contractors like his own activities.

Article 8 Information and Publicity

1. The LP undertakes to fulfil the information and publicity measures set out in Regulation (EC) no. 1828/2006, and to respect the information and publicity requirements of the programme with the aim to promote the fact that financing is provided from the European Union funds in the framework of the Hungary – Slovakia Cross-border Co-operation Programme 2007-2013 and to ensure the adequate promotion of the project.
2. The LP shall ensure that all project official communications (e.g. any notice, publication, website or project event, including conferences or seminars) specify that the project has received funding from the European Union, within the framework of the Hungary – Slovakia Cross-border Co-operation Programme 2007-2013, by proper display of the EU logo, the HUSK programme logo and slogan and the name of the funds concerned.
3. Any notice or publication by the LP or the PPs, in whatever form and on or by whatever medium, including the Internet, must specify that it reflects the author's views and that the MA is not liable for any use that may be made of the information contained therein.
4. The MA/JTS shall be authorised to publish, in any kind of form and on or by any kind of medium, including the Internet, the following information:
 - a) the title of the project;
 - b) the name of the LP and the PPs;
 - c) the amount granted and the ERDF co-financing rate;
 - d) the purpose of the ERDF contribution (i.e. project's overall objective);
 - e) the geographical location of the project;
 - f) project results, evaluations and summaries;
 - g) other information about the project, if considered relevant.
5. Detailed description of the information and publicity measures are included in the Visibility Guide for Projects.

Article 9 Amendments to the Subsidy Contract and other project changes

1. The LP has to request the modification of the Subsidy Contract in case of substantial changes in the project, which are the followings:
 - a) changes in the partnership composition (excluding changes related to Associated Partners);

- b) substantial changes in the content of the project (resulting in more than 20% deviation from the quantified outputs);
- c) activities (either introducing new or replacing the old ones);
- d) budget reallocation between budget lines exceeding 20% of either effected budget lines within the budget of the particular project partner;
- e) prolongation of the project duration.

Modification of the Subsidy Contract cannot affect the basic purpose of the project approved by the Joint Monitoring Committee.

Budget reallocation between PPs is not allowed.

- 2. Budget reallocation exceeding the 20% reallocation limit, and prolongation of the project duration can be requested only once during a reporting period, but at least 45 calendar days before the project end date as set in Article 2.1. Further detailed rules describing each case of Subsidy Contract modification are set in the HUSK Project Implementation Handbook.
- 3. Any request for modification of the Subsidy Contract has to be justified and submitted by the LP to the JTS in a written form, as regulated in the HUSK Project Implementation Handbook. The JTS will revise the request of modification and submit it for approval to the MA or the Joint Monitoring Committee according to the type of the modification requested. The Addendum to the Subsidy Contract has to be signed by both parties according to the approval of the MA / Joint Monitoring Committee.
- 4. Other changes in the project than listed in point 1 will not require subsidy contract modification, but the LP has to notify the JTS in each case in maximum 15 calendar days from the time the change occurred and the JTS has to confirm that the project change is accepted, as in case of the change of the separate bank account, which has to be notified as given in Article 5.6. of this contract. In case of budget reallocation not exceeding the 20% limit, the limit is calculated from the valid contract at the time of submitting the notification about the change.

Article 10 Assignment, legal succession

- 1. The MA is entitled at any time to assign its rights under this contract. In case of assignment the MA will inform the LP without delay.
- 2. The LP is allowed to assign its duties and rights under this contract only after prior written consent of the MA.
- 3. In case of legal succession, e.g. where the LP changes its legal form, the LP is obliged to transfer all duties under this contract to the legal successor. The LP shall notify the JTS about any change beforehand.

Article 11 Audit rights

1. The responsible auditing bodies of the EU, and, within their responsibility, the auditing bodies of the participating EU Member States as well as the Audit Authority, MA, JTS and Certifying Authority of the Programme are entitled to audit the proper use of funds by the LP or by the PPs or arrange for such an audit to be carried out by authorised persons.
2. The LP will produce all documents required for the audit, provide necessary information and give access to its business premises. The LP is obliged to retain for audit purposes all files, documents and data about the project for at least until 31 December 2022. The list of the documents to be retained is listed in Annex V.
3. The LP is obliged to guarantee fulfilment of the above stipulated duties in relation to all other PPs of the project.

Article 12 Irregularities

1. In case of irregularities identified the MA reserves the right to claim the repayment of ERDF contribution in full or in part from the Lead Partner and has the right to reduce the amount of the ERDF contribution awarded.
2. The LP is responsible for securing repayment of the ERDF contribution unduly paid to the project, even if the irregularity was committed by one of the partners.
3. If a project partner commits an irregularity, the LP – after having received the notice on repayment – is obliged to request the amount unduly paid from the Partner concerned and repay it to the MA within the deadline for the repayment set in Article 13.2. The Lead Partner shall exercise due diligence to ensure repayment.
4. If the LP does not succeed in securing the repayment from the partner(s), within 5 days from the end of the deadline given the LP has to notify the JTS and has to send a complete file containing all the documents needed for recovery as well as proof of steps taken by the LP towards the project partner(s).
5. When the amount unduly paid has not been recovered or a complete file, referred to in Point 4, has not been transferred to the JTS, due to negligence of the LP, the LP shall remain responsible for the repayment.

Article 13 Right of withdrawal and repayment, suspension of reimbursement

1. The MA is entitled to withdraw from this contract and to demand repayment of ERDF contribution in full or in part, if:
 - a) the LP has obtained the ERDF contribution through false statements or incomplete statements to bodies/appointees of the European Commission, the MA or any other authorities involved in the implementation of the Programme;or

- b) a precondition for the approval of the project is lost, in particular the compulsory cross-border partner resigns from the project and is not replaced in line with the provisions of Article 8; or
 - c) the Partnership Agreement concluded between the LP and the PPs is no longer in force or;
 - d) the LP becomes insolvent or subject to bankruptcy proceedings;
 - e) in case of identified irregularities; or
 - f) the LP fails to fulfil a condition or an obligation resulting from this contract; in particular
 - the LP does not submit a Progress Report and Application for Reimbursement within 105 calendar days after the end of the first reporting period; or
 - the LP repeatedly fails to submit Progress Reports and Application for Reimbursements within the reporting deadlines; or
 - the LP repeatedly fails to submit follow-up reports, if applicable; or
 - the LP fails to sustain the results of the project as defined in Article 14; or
 - the project has not been or cannot be fully implemented by carrying out the planned activities, the planned outputs and results and by achieving at least 80% of the quantifiable outputs, or the project cannot or could not be realized in due time; or
 - the LP fails to provide immediate information about circumstances that delay, hinder or make impossible the realization of the project, as well as about any circumstances that mean a change of the reimbursement conditions and frameworks as laid down in this contract or entitle the MA to reduce or demand repayment of the ERDF contribution wholly or in part; or
 - the regulations of the EU and national law (including provisions concerning public procurement rules, state aid rules, publicity, rules on environmental protection, and rules on equal opportunities) have been infringed; or
 - the LP has impeded or prevented the auditing of the project as referred to in Article 11.; or
 - the ERDF contribution awarded has been partially or entirely misapplied for purposes other than those agreed upon; or
 - it has been impossible to verify that the final Progress Report is correct and thus the eligibility of the project by funding from the Programme.
2. If the MA sends a request for repayment on the amount of ERDF contribution paid unduly and the corresponding interest chargeable, the LP is obliged to secure repayments from the PPs concerned and repay the amount specified by the MA before the due date. The repayment by the LP is due within two months following the receipt date of the request for repayment. The rate of such interest shall be one-and-a-half percentage points above the rate applied by the European Central Bank in its main refinancing operations on the date of the request for repayment.

3. The MA has the right to recover the amounts specified in the request for repayment by deducting them from the Application for Reimbursement submitted by the LP.
4. In case of any delay in the repayment, the amount to be recovered shall be subject to interest on late payment, starting on the due date and ending on the actual date of repayment. The rate of interest on late payment shall be one-and-a-half percentage points above the rate applied by the European Central Bank in its main refinancing operations on the due date.
5. If the MA exercises its right of withdrawal, offsetting by the LP is excluded unless its claim is undisputed or recognised by declaratory judgement.
6. The LP is entitled to exercise the right of withdrawal if implementation of the project becomes impossible caused by circumstances independent from the LP. In this case, the LP shall repay the whole amount of ERDF contribution reimbursed with the interest chargeable within two months from the date of notifying the MA on the withdrawal from the contract. The rate of interest shall be the rate applied by the European Central Bank in its main refinancing operations on the date of notifying the MA on the withdrawal from the contract.
7. The MA may decide to suspend the reimbursement of the ERDF contribution if the provisions laid down in the Memorandum of Understanding are not respected by the Member States concerned. The LP shall be informed on the suspension.

Article 14
Ownership/use of results, revenues generated

1. In accordance with the Article 57(1) of Regulation (EC) No 1083/2006, the project retains the ERDF contribution only if that project does not, within five years from the end date the project, undergo a substantial modification:
 - a) affecting its nature or its implementation conditions or giving to a firm or a public body an undue advantage; and
 - b) resulting either from a change in the nature of ownership of an item of infrastructure or the cessation of a productive activity.

The LP is obliged to notify the JTS of any such changes described beforehand.

2. Ownership, title and industrial and intellectual property rights in the outputs of the project and the reports and other documents relating to it shall vest in the LP and PPs. Leasing, handing over/selling and transferring the rights of use of the outputs of the project is only possible with the prior written consent of the MA and only in case if all the rights and obligations following from this contract and connected to the subject of matter will be transferred to the new party.
3. The use of the results of the projects will be agreed by the LP and the JTS in order to guarantee a widespread publicity of such results and to make them available to the public.
4. The LP and the JTS shall find individual arrangements in those cases where intellectual property rights (such as for data acquired for the project, which do not belong to public domain) already exist.

5. Should the project be identified as revenue-generating in accordance with the definition provided in Article 55(1) of Regulation (EC) No 1083/2006, the MA is entitled to deduct from the Application for Reimbursement the estimated net revenue that may be generated by the project. In order to define the amount to be deducted, the MA shall take into account the criteria listed in Article 55(2) and (3) of the aforementioned Regulation.
6. Where, at the latest three years after the closure of the programme, it is established that a project has generated revenue that has not been taken into account, such revenue should – in line with Art 55 (4) of the aforementioned regulation – be refunded by the LP to the general budget of the European Union in proportion to the contribution from the funds.

Article 15 Supplementary provisions

Both parties agree that

- a) the project is laid down completely and comprehensively in this contract (including annexes);
- b) annexes to this contract (Annex I – VI) are binding and form an integral part of this document;
- c) all eventual previous oral or written agreements concerning the subject of this contract will be replaced by this contract;
- d) eventual costs, fees or taxes stemming from the establishment and / or the implementation of this contract have to be borne by the LP.

Article 16 Concluding provisions

1. If any provision in this contract should be wholly or partly ineffective, the remaining provisions remain binding for the parties. The parties to the contract undertake to replace it by an effective one which comes as close as possible to the purpose of the ineffective provision.
2. Amendments and supplements to this contract must be in written form.
3. All correspondence with the MA / JTS under this contract must be in English language and has to be sent to the following address:

HUSK Joint Technical Secretariat
Gellertegy u. 30-32
1016 Budapest, Hungary
4. This agreement is concluded in English. In case of translation of this agreement and its annexes into other language, the English version shall prevail.
5. This contract is governed by Hungarian law and in all matters not regulated in this contract are subject to the legal understanding laid down in the Hungarian Civil Act No. IV. of 1959. In case of differences that are not ruled by this agreement, the Parties agree to find an amicable and mutually acceptable solution. If the Parties

fail to do so, all disputes arising in connection with this agreement shall be settled by the Central District Court of Budapest or the Metropolitan Court Budapest depending on value limit.

6. The Subsidy Contract is signed in three original copies, of which one remains at the LP and two original copies have to be returned to the JTS.
7. The contract enters into force on the date of signature by the last of both parties.
8. The contract shall remain in force until the LP has discharged in full its obligations arising from the subsidy contract towards the MA, i.e. as long as any duties linked to the ERDF subsidy might be claimed, i.e. at least 3 years after the closure of the programme, in any case however until December 31, 2022.

Place and date: Košice, 28th October, 2009

Place and date: Košice, 28th October, 2009

Regionálna rozvojová agentúra ISTER
represented by

Regionálna rozvojová agentúra ISTER
Galantská cesta 4
929 01 DUNAJSKÁ STREDA
KOŠICE

Ing. Andrea Borosová
Director



Managing Authority
represented by

Brigitta Zicherman-Mikulás
Head of MA

ANNEXES to the Subsidy Contract

- I. Description of project activities (abstract from Application Form – copy from the AF, namely sheet of “Projekt tevékenységek ütemezése / Časový harmonogram aktivít projektu” and “indikátorok / indikátory” and “Tájékoztatási követelmények / Zvolené spôsoby komunikácie” and “Fenntartható fejlődés intézkedései / Opatrenia trvaloudržateľného rozvoja” and “Esélyegyenlőségi intézkedések feltételrendszere / Opatrenia rovnosti príležitostí”)
- II. Partnership Agreement
- III. Sources of funding (maximum ERDF contribution, ERDF co-financing rate per Partners)
- IV. Project Budget (per Partners, per budget Lines)
- V. List of documents to be retained
- VI. Applicable project specific state aid rules (if the project is subject to any state aid categories)

Annex I. - Description of project activities (abstract from the Application Form) – HUSK/0801/2.3.1/0001

Projekt tevékenységek ütemezése / Časový harmonogram aktivít projektu

Jelölje x-szel a megfelelő cellában, mely harmadévből valósítja meg az adott tevékenységet / Označte krížikom, v ktorom období bude aktívita realizovaná.

Projekt tevékenységek / Aktivitá projektu	1. harmadév (4hó) / mesiace 1-4	2. harmadév (4hó) / mesiace 5-8	3. harmadév (4hó) / mesiace 9-12	4. harmadév (4hó) / mesiace 13-16	5. harmadév (4hó) / mesiace 17-20	6. harmadév (4hó) / mesiace 21-24
Közbeszerzési eljárás - a munkálzatokat és szolgáltatásokat elvégző alkalmas beszállító kiválasztása érdekében / Vykonanie verejného obstarávania za účelom výberu vhodných dodávateľov prác a služieb	x					
Megvalósíthatósági tanulmány kidolgozása / Vypracovanie štúdie uskutočniteľnosti	x					
A kerékpárutak által érintett területek tulajdonjogi viszonyainak rendezése / Majetkoprávne vysporiadanie vlastných vzťahov na území cyklotrás	x	x				
Az érintett területek geometriai bemérése és geometriai vázrajzok készítése / Zameranie riešených území a vypracovanie geometrických plánov		x	x			
A kerékpárutak projektdokumentációjának elkészítése építkezési engedély megszerzése céljából / Vypracovanie projektových dokumentácií cyklotrás v riešenom území projektu pre získanie stavebného povolenia			x			

Kimenet mutatók / Indikátory výstupov

Mutató / Ukazovateľ	Egység / Merná jednotka	Alapérték / Vychodisková hodnota	Célték / Plánovaná hodnota
Közösen fejlesztett termékek száma / Počet spoločne vyhotovených produktov	darab / počet	0	0
Közös rendezvények száma (konferencia, workshop, szeminárium, tanulmányi út, csereprogramok, stb...) / Počet spoločných podujatí (konferencie, workshopy, semináre, študijné cesty, výmenné programy, atď...)	darab / počet	0	0
Újman létrehozott megújuló-energia termelő eszközök, intézmények száma / Počet novovytvorených zariadení, prístrojov vyrábajúcich obnoviteľnú energiu	darab / počet	0	0
Épített, felújított utak / Nové, rekonštruované cesty	km	0	0
Települések száma internet hozzáférhetőséggel / Počet obcí s pripojením na internet	darab / počet	0	0
Használt kommunikációs eszközök száma (MARKETINGCHANNEL Jesenské-Pétervására) / Počet používaných komunikačných nástrojov (MARKETINGCHANNEL Jesenské-Pétervására)	darab / počet	0	0
Új, fejlesztett intézmények területe (2x info-centrum, 1x podn. klub) / Celková plocha nových, vybudovaných zariadení (2x info-centrum, 1 SK-HU podnikateľský klub)	m2	0	0
Új, fejlesztett intézmények száma/ Počet nových, vybudovaných zariadení (2x info-centrum, 1 SK-HU podnikateľský klub)	darab / počet	0	0
Új, fejlesztett szolgáltatások száma (túzet, KTF, turizmus,...) / Počet rozšírených zariadení (obchod, VV, turizmus,...)	darab / počet	0	0
Új, fejlesztett menzszent struktúrák száma / Počet nových alebo spoločne vybudovaných manazérskych štruktúr	darab / počet	0	0
Megalakult határon átnyúló klaszterek és partnerségek száma / Počet vytvorených cezhraničných klastrov a partnerstiev	darab / počet	0	0
Közös fejlesztési dokumentumok száma / Počet spoločných rozvojových dokumentov	darab / počet	0	1
Új, fejlesztett propagációs anyagok száma típusok szerint / Počet nových alebo vzniknutých propagačných materiálov podľa typu	darab / počet	0	0
Új, fejlesztett, elfogadott tanulmányi tervek száma / Počet nových, vypracovaných, schválených učebných plánov	darab / počet	0	0

Új, fejlesztett közös monitoring rendszer száma / Počet nových alebo zriadených spoločných monitorovacích systémov	darab / počet	0	0
Megújult vagy fejlesztett védett területek felszíne / Plocha obnovených a rozšírených chránených území	m ²	0	0
A semlegesített szemét, hulladék mennyisége / Množstvo neutralizovaného odpadu	t	0	0
Bicikliutak hossza / Dĺžka cyklociest	km	0	0
Fejlesztett/létrehozott közlekedési közlekedési infrastruktúra száma / Počet vylepšených, zriadených zariadení verejnej dopravy	darab / počet	0	0
Új közösségi közlekedési szolgáltatások száma / Počet nových služieb vo verejnej doprave	darab / počet	0	0
Új, felújított hidak száma / Počet nových, rekonštruovaných mostov	darab / počet	0	0
Újonnan létrehozott hozzáférhető (web) pontok száma / Počet novozałożených komunitných miest s prístupom na internet	darab / počet	0	0
Új weboldalak száma / Počet nových webstránok	darab / počet	0	0
Határon átnyúló témakörű cikkek, médiamegjelenések száma / Počet reportáží, spravodajstiev s cezhraničnou tematikou	darab / počet	0	0
1. Kerékpárutak tervdokumentációjának száma/Počet PD cyklotrás	darab / počet	0	5
2. Geom. bemérések és tervek/Geom.zamerania a plány	darab / počet	0	5

Eredmény mutatók / Indikátory výsledkov

Mutató / Ukazovateľ	Egység / Merná jednotka	Alapérték / Východisková hodnota	Célérték / Plánovaná hodnota
A határon átnyúló együttműködési projekteken részvevő vállalkozások száma / Počet podnikov zapojených do projektov cezhraničnej spolupráce	darab / počet	0	0
Az új vagy fejlesztett KTF infrastruktúra szolgáltatásait használó vállalkozások száma / Počet podnikov využívajúcich služby nových alebo rozšírených výskumno-vývojových zariadení	darab / počet	0	0
A fejlesztett idegenforgalmi célpontok látogatói számának emelkedése / Nárast počtu návštevníkov spoločne vybudovaných / prezentovaných destinácií	%	0	0

A közös tevékenységekben résztvevő intézmények száma / Počet inštitúcií zúčastňujúcich sa na spoločných aktivitách	darab / počet	0	6
A közös rendezvényeken, strukturákban résztvevő intézmények száma / Počet inštitúcií zapojených do spoločných podujatí, štruktúr	darab / počet	0	0
A közös oktatási és képzési tevékenységekben résztvevő vagy a közösen fejlesztett létesítményeket használó emberek száma / Počet ľudí zapojených do spoločných vzdelávacích a školiacich aktivít alebo využívajúcich spoločne vybudované zariadenia	fő / osoba	0	0
A közös oktatási és képzési tevékenységekben résztvevő vagy a közösen fejlesztett létesítményeket használó férfiak száma / Počet mužov zapojených do spoločných vzdelávacích a školiacich aktivít alebo využívajúcich spoločne vybudované zariadenia	fő / osoba	0	0
A közös rendezvényeken résztvevő emberek száma – nők (közös szervezőmunka, közös részvétel) / Počet osôb zapojených do spoločných podujatí - ženy (spoločné organizovanie, spoločná účasť)	fő / osoba	0	0
A közös rendezvényeken résztvevő emberek száma – férfiak (közös szervezőmunka, közös részvétel) / Počet osôb zapojených do spoločných podujatí - muži (spoločné organizovanie, spoločná účasť)	fő / osoba	0	0
A szelektív hulladékgyűjtésben résztvevő lakosok száma / Počet osôb zapojených do triedeného zberu odpadu	fő / osoba	0	0
A megújuló energiaforrások használt élevező emberek száma / Počet osôb, ktorí majú prínos z obnoviteľných zdrojov energie	fő / osoba	0	0
Létrehozott, továbbfejlesztett együttműködések, hálózatok száma / Počet vytvorených, rozšírených sietí a spolupráce	darab / počet	0	0
A fejlesztett infrastruktúrát (utak, kerékpárutak, hidak) használó emberek száma / Počet osôb so zlepšenou cezhraničnou dostupnosťou (cesty, cyklocesty, mosty)	fő / osoba	0	0

A fejlesztett infrastruktúrát (útak, kerékpárutak, hidak) használt emberek száma / Počet osôb so zlepšenou cezhraničnou dostupnosťou (cesty, cyklocesty, mosty)	fő / osoba	0	0
A fejlesztett hálózatokhoz kapcsolódó végső felhasználók száma / Počet konečných užívateľov spoločne vyvinutých komunikačných sietí 48 önkormányzat - 48 samospráv	fő / osoba	0	0
Új munkahelyek száma / Počet novovytvorených pracovných miest	darab / počet	0	2
Fenntartható létező munkahelyek száma (1 éven belül megszűnnének) / Počet udržaných pracovných miest (bez projektu by zanikli do 1 roka)	darab / počet	0	3
Intézmények száma ahol új/régi munkahelyek lettek létrehozva/megőrizve / Počet inštitúcií, v ktorých boli nové/existujúce pracovné miesta vytvorené/zachované	darab / počet	0	2
Betelepült intézmények száma új, fejlesztett épületekben (üzleti, KTF, turizmus,...) / Počet novo etablovaných inštitúcií v nových, vylepšených zariadeniach (obchod, VV, turizmus...)	darab / počet	0	0
Látogatók száma az új, fejlesztett látványosságokban, épületekben (üzleti, vállalkozók/rok) / Počet návštevníkov v nových alebo vylepšených atrakciách, zariadeniach (obchod, podnikatelia/rok)	fő / osoba	0	0
Intézmények száma melyek új, fejlesztett épületek szolgáltatásait használják (üzleti, KTF, turizmus,...) / Počet inštitúcií využívajúcich služby nových, rozšírených zariadení (obchod, VV, turizmus...)	darab / počet	0	0
Projekt révén közvetlenül érintett emberek száma (kutatók, vállalkozók, diákok, tanárok, stb...) / Počet osôb majúcich priamy prospech z projektu (vedci, podnikatelia, študenti, učitelia, atď...)	fő / osoba	0	0
Projekt révén közvetetten érintett emberek száma (kutatók, diákok, tanárok, stb...) / Počet osôb majúcich nepriamy prospech z projektu (vedci, študenti, učitelia, atď...)	fő / osoba	0	0
Partnerségre bevont intézmények száma / Počet organizácií zapojených do partnerstva	darab / počet	0	6
Fejlesztési dokumentumok által érintett intézmények, települések száma / Počet inštitúcií, obcí dotknutých rozvojovými materiálmi	darab / počet	0	0
Fejlesztések által érintett intézmények, települések száma / Počet inštitúcií, obcí dotknutých investíciou	darab / počet	0	0
Új szolgáltatások, termékek, eljárások száma / Počet nových služieb, produktov, procedúr	darab / počet	0	0

A megtermelt megújuló-energia mennyisége / Množstvo produkovanej energie	KW	0	0
Az utazási idő lerövidítése a beruházás révén / Časová úspora získaná investíciou	óra / hodina	0	0
Az új infrastruktúrát használó emberek száma / Počet osôb využívajúcich novú infraštruktúru	fő/év / osôb/rok	0	0

Tájékoztatási követelmények / Zvolené spôsoby komunikácie

Tájékoztatás során használt eszközök	Nástroje používané počas publicity	Igen / Áno	Nem / Nie	Darab / Pocet
Hirdetőtábla (előírásoknak megfelelően)	Reklamná tabuľa (v súlade s predpismi)		X	
Nyomtatott sajtó (cikkek, interjúk)	Tlač (clánky, rozhovory)	X		2
Televízió	Televízia		X	
Rádió	Rádio		X	
Internet (banner)	Internet		X	
Nyitórendezvény	Úvodná konferencia		X	
Záró rendezvény	Záverčná konferencia		X	
Egyéb rendezvény, konferencia	Iné podujatie, konferencia		X	
Sajtótájékoztató	Tlačová konferencia		X	
Sajtóközlemény	Tlačová správa		X	
Szórólap, vagy egyéb nyomdai kiadvány	Letáky alebo iné tlačené publikácie		X	
PR film	PR film		X	
Fotódokumentáció (projekt fázisairól)	Fotodokumentácia (o etapách projektu)	X		4
Önálló internetes honlap	Webová stránka	X		1
Zöld szám, információs központ (ügyfélszolgálat)	Zelené číslo, informačné centrum (zákaznícke služby)		X	
Direct Marketing kampány	Priamy marketing		X	
Telemarketing	Telemarketing		X	
Közvéleménykutatás SK&H	Prieskum mienky		X	
Reklámtárgy	Reklamné predmety		X	
Egyéb:	Iné:		X	

Fenntartható fejlődés intézkedései / Opatrenia trvaloudržateľného rozvoja

Intézkedés	Opatrenie	Szervezet/ Organizácia	Amennyiben igen, kérjük részletezze!	Ak áno, prosím odôvodnite!
<p>Költséghatékonyság. A beavatkozások teljes - gazdasági, társadalmi és környezeti - hasznát és költségét figyelembe veszi.</p>	<p>Efektívita nákladov. Sú zohľadňované celkové – hospodárske, spoločenské a ekologické - výnosy a náklady zásahov.</p>	<p>ISTER Regionális Fejlesztési Ügynökség, Vámosszabadi község / Regionálna rozvojová agentúra ISTER, obec Vámosszabadi</p>	<p>abban az esetben ha az egyes partnerek egyenként/önállóan realizálnák a projekt tárgyat, az sokkal nagyobb mértékben lenne idő és pénzigényes, emberi erőforrásokban es technikailag is és nem felelne meg a egységesség és komplexség kritériumának sem</p>	<p>v prípade, že by jednotliví partneri realizovali predmet projektu každý samostatne, projekt by bol časovo, finančne, personálne aj technicky oveľa náročnejší a nenaplnal by kritériá jednotnosti a komplexnosti</p>
<p>Hatásvizsgálatok. Minden tervezett, jelentősebb hatású beavatkozás előtt elemzi a felmerülő alternatívák gazdasági, társadalmi és környezeti – azaz fenntarthatósági hatásait.</p>	<p>Skúmanie vplyvov. Pred každým plánovaným opatrením s výraznejším vplyvom sa analyzujú hospodárske, spoločenské a ekologické aspekty možných alternatív a ich vplyv na udržateľnosť.</p>	<p>ISTER Regionális Fejlesztési Ügynökség, Vámosszabadi község / Regionálna rozvojová agentúra ISTER, obec Vámosszabadi</p>	<p>a projekt tárgya többek közt egy megvalósíthatósági tanulmány elkészítése, amely leírja a lehetséges megoldásokat. Ezekből azután megkeresi és kiválasztja a legmegfelelőbbet, figyelembe véve a gazdaságosság, hatékonyság elvét, valamint a közösségre és a környezetre gyakorolt hatásokat.</p>	<p>predmetom projektu je okrem iného aj štúdiá uskutočniteľnosti, ktorá popisuje viaceré možnosti riešenia a následne hľadá a vyberá najvhodnejšie z hľadiska hospodárnosti, efektivity, spoločenských dopadov a vplyvov na ŽP.</p>
<p>Természeti értékek aktív védelme.</p>	<p>Aktívna ochrana prírodných hodnôt.</p>	<p>ISTER Regionális Fejlesztési Ügynökség, Vámosszabadi község / Regionálna rozvojová agentúra ISTER, obec Vámosszabadi</p>	<p>A projekt tárgya a régió természeti adottságainak idegenforgalmi célokra történő megfeleltető kihasználása, maximálisan figyelembe véve a természet védelmét (kerékpárturizmus, ökoturizmus, stb)</p>	<p>Príprava projektu sleduje vhodné využitie prírodných daností regiónu v oblasti rozvoja CR, avšak s maximálnym prihliadnutím na ochranu ŽP (cykloturistka, ekoturizmus ad)</p>

<p>Együttműködési fórumok kialakítása és működtetése a fenntartható fejlődés érdekében.</p>	<p>Vytváranie a podpora fungovania inštitucionálnych síetí za účelom zabezpečenia trvaloudržateľného rozvoja.</p>	<p>ISTER Regionális Fejlesztési Ügynökség, Városszabadi Község / Regionálna rozvojová agentúra ISTER, obec Városszabadi</p>	<p>A projekt megvalósításával megerősödnek a projektpartnerek határonátrányuló kapcsolatai és megeremődnek a további együttműködés feltételei a turizmus, főként a határonátrányuló infrastruktúra építésének területén</p>	<p>Vplyvom realizácie projektu sa upevnia cezhraničné vzťahy partnerov projektu a vytvorila sa podmienky pre ich ďalšiu spoluprácu v dotknutej oblasti rozvoja CR - konkrétne v oblasti budovania cezhraničnej infraštruktúry</p>
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Esélyegyenlőségi intézkedések feltételrendszere / Opatrenia rovnosti príležitostí

<p>Esélyegyenlőségi intézkedések</p>	<p>Opatrenie rovnosti príležitostí</p>	<p>Szervezet / Organizácia</p>	<p>Amennyiben igen, kérjük részletezze. / Ak áno, prosím odôvodnite.</p>
<p>Nők száma a felső-, és középszeleésben</p>	<p>Počet žien v riadiacich funkciách</p>	<p>ISTER Regionális Fejlesztési Ügynökség / Regionálna rozvojová agentúra ISTER</p>	<p>ISTER Regionális Fejlesztési Ügynökség - "gazgatóró" a projektben a vezető partner képviselője a projekt fő koordinátora /Regionálna rozvojová agentúra ISTER - žena - riaditeľka - v rámci projektu zástupca vedúceho partnera a hlavný koordinátor projektu</p>
<p>Kiemelt figyelmet fordít a tervezett beruházás (pl. átkelelőhelyek létesítése, forgalomtechnikai berendezések telepítése) során a nők, idősek, fogyatékosok és gyermekek biztonságára</p>	<p>Počas realizácie plánovanej investície sa venuje zvýšená pozornosť (napr. zriadenie hraničných priechodov, inštalácia dopravnotechnologických zariadení) na bezpečnosť žien, starších občanov, občanov so zmenenou schopnosťou a detí</p>	<p>ISTER Regionális Fejlesztési Ügynökség / Regionálna rozvojová agentúra ISTER, Vámosszabadi község / obec Vámosszabadi</p>	<p>a megvalósíthatósági tanulmány és az ezt követően elkészítendő határmenti térség kerékpárútjának projektokumentációja teljes mértékben respektálják a gyerekek, nők, idősek...biztonságos közlekedését/ studia uskutočniteľnosti a následne aj projektové dokumentácie cyklotrás v prihraničných regióch budú v plnej miere respektovať 'bezpečnosť' premávky s ohľadom na deti, ženy, starších ľudí a pod.</p>

Annex II Partnership Agreement

Model Partnership Agreement

Project title: Cycle tracks without borders – studies and plans

Acronym: -

Registration number: HUSK 0801/001

**Cross-border Cooperation
Programme Hungary-Slovakia 2007-2013**

Partnership Agreement

Based on Article 9 of the ERDF Subsidy Contract No. ~~<Subsidy Contract Number>~~, concluded between the National Development Agency acting as the Managing Authority Cross-Border Cooperation Operational Programme Hungary-Slovakia 2007 - 2013 and **Regionálna rozvojová agentúra ISTER, Galantská cesta 4, 929 01 Dunajská Streda** acting as the Lead Partner on ~~<the last date of signature of the Subsidy Contract>~~

Having regard to

- COUNCIL REGULATION (EC) No 1083/2006 of 11 July 2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and repealing Regulation (EC) No 1260/1999;
- REGULATION (EC) No 1080/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 5 July 2006 on the European Regional Development Fund and repealing Regulation (EC) No 1783/1999;
- COMMISSION REGULATION (EC) No 1828/2006 of 8 December 2006 setting out rules for the implementation of Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and of Regulation (EC) No 1080/2006 of the European Parliament and of the Council on the European Regional Development Fund;
- Hungary-Slovakia Cross-Border Cooperation Programme 2007-2013 approved by the European Commission on 21 December, 2008, Decision No.
- The Call for Proposals within the Cross-border Cooperation Programme Hungary-Slovakia 2007-2013, issued on HUSK 2008/01;
- The proposed project **Cycle tracks without borders – studies and plans** as drafted in the application form submitted to the Programme;
- The Project Implementation Handbook laying down specific rules for the implementation of projects financed under the Programme.

the following has been agreed between

ISTER Regionális Fejlesztési Ügynökség/**Regionálna rozvojová agentúra ISTER**, having its head office at Galantská cesta 4, in 929 01 Dunajská Streda VAT no or Fiscal code number 37840053, represented by Ing. Andrea Borosová, as Lead Partner (LP) of the Project called **Cycle tracks without borders – studies and plans**;

and

Vámosszabadi község/**obec Vámosszabadi** having its head office at Szabadi u. 57 in 9061 Vámosszabadi, VAT no or Fiscal code number 15370794-2-08, represented by Réti Csaba, as Project Partner n.1, CBP;

for the implementation of the project **Cycle tracks without borders – studies and plans**, approved by the Joint Monitoring Committee of the Operational Programme Hungary-Slovakia 2007 - 2013 on 3rd April 2009.

The Parties convene and sign the followings,

Article 1 (Project Objectives)

1. The project called Cycle tracks without borders – studies and plans, shall contribute to the objectives set out in the Operational Programme. The project objectives are, in summary, to:

Main objective: to increase cross-border accessibility and improve communication, across the Slovak-Hungarian border communities :

Specific Project Objectives:-

- - Feasibility Study
- - Geological Surveys
- - Architectural & Civil Engineering Plans and Documentation for Planning Permission

Leading to the subsequent construction of 250km of Cycle Paths through the Slovak-Hungarian border regions

- - To have initial and on-going input into the studies and plans for the Cycle Paths, to ensure the tracks connect communities in the border region (SK & HU)
- - To influence the design and definition of the Cycle Paths - their routes, their build, length and location

Article 2 (Subject of the Partnership Agreement)

1. The parties, through the present Partnership Agreement, define the rules of procedure for the work to be carried out and the relations that shall govern them in the partnership set up in order to implement the above-mentioned project. This Agreement shall also define their mutual responsibilities concerning the administrative and financial management of the Project.
2. The responsibilities are based on and refer to the Subsidy Contract, with its all provisions, forming an integral part of this Partnership Agreement. The Project Partners have to fully respect the content and obligations set by the abovementioned documents.

Article 3 (Duration of the Partnership Agreement)

1. This Agreement is valid from the date of signature by all parties and enters into force from the day of the entry into force of the Subsidy Contract between the Managing Authority and the Lead Partner. It shall remain in force until the Lead Partner has discharged in full his obligations towards the Managing Authority, including the period of availability of documents for financial controls.
2. As indicated in the Subsidy Contract, the LP and its project partners must undertake to retain all documents and receipts pertaining to the project and the financing thereof in a safe and orderly fashion for the five years following the closure of the Programme (at least by 31st December 2020). Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected. As a general rule, it is also possible to use suitable image and data media, if the reproduction thereof is complete, orderly, identical in terms of content, in complete conformity with the original and capable of auditing, and access thereto is assured at any time until the expiry of the retention period.
3. This Agreement shall also remain in force if there is any non-resolved dispute among the partners at an out-of-court arbitration body.
4. The breach of the obligations of this Partnership Agreement by one of the partners may lead to an early termination of his participation in the project. This termination has to be decided by consensus by all the other partners in a documented manner, provided that the eligibility rules of the call for proposals are kept with the

remaining partners and the consequently initiated amendment of the Subsidy Contract is successful at the Managing Authority. However, the partner will be obliged by this Agreement for its whole duration with regard to the activities carried out and expenditure incurred until that moment.

Article 4 (Obligations of the Lead Partner)

1. As a general obligation the Lead Partner shall:

- be responsible for the overall coordination, management and implementation of the project. The Lead Partner is the lead beneficiary of the ERDF grant and shall manage the funds in accordance with the details of this Partnership Agreement and the Subsidy Contract. The Lead Partner assumes responsibilities for the entire project vis-à-vis the JTS and Managing Authority as defined in the Subsidy Contract. The Lead Partner will sign the subsidy contract and its possible modifications on behalf of the partnership;
- inform all Project Partners on the signature of the Subsidy Contract, and provides a copy of it for all Project Partners;
- appoint a project manager who has the operational responsibility for the coordination and documentation of the overall project;
- guarantee the timely performance of the entire Project for its whole duration according to the work plan;
- represent Project Partners towards the Programme Management Bodies;
- inform Project Partners on the progress of the overall Project, in particular with reference to its objectives and results as set in the ERDF Subsidy Contract or any later addenda;
- inform Project Partners 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;
- support Project Partners in implementing their obligations by giving them the correct information, indications and clarifications on the procedures, the forms and other relevant documents, ensures that the project partners receive every relevant information;
- ensures that project partners are involved in the decision making regarding to the project, and especially, agrees with all project partners beforehand on any request to the Joint Technical Secretariat /Managing Authority for amendment of the Subsidy Contract;
- react promptly to any request made by the Managing Authority and Joint Technical Secretariat;
- inform the partners on all important communication with the Managing Authority and/or JTS in due time;
- notify the partners and the Joint Technical Secretariat 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;
- implement his individual component of the project accordingly;
- be liable towards the Managing Authority for the total amount of the subsidy. In case a partner fails to comply with its contractual obligations arising from this partnership agreement and/or the subsidy contract, the LP will launch the claim for reimbursement of unduly paid funds towards the partner. When amounts unduly paid to a partner cannot be recovered, the LP shall be responsible for reimbursing the amounts lost
- comply with EU and national legislation;
- inform the Joint Technical Secretariat/Managing Authority regarding any change or amendment of the present agreement.

2. As a financial obligation the Lead Partner shall:

- 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;
- guarantee the correct and timely transfer of funds without any delay (within 5 working days after receipt unless justified) to the Project Partner of his share of ERDF financing, when received onto his accounts;
- verify that expenditure incurred by Project Partners have been checked by national controllers prior they are forwarded to the Joint Technical Secretariat;
- carry out project level accounting;

- guarantee that the allocations of the expenditure incurred by Project Partners are in line with those foreseen in the Project budget;
- submit the Application for Reimbursement together with the Progress Report to the Joint Technical Secretariat for the deadline given in the Subsidy Contract;
- with previous agreement of the Project Partners, request the Managing Authority eventual authorization for any variation of the budget in time;
- ensure that no double funding or double reporting of shared costs takes place;
- review the appropriate spending of the EU funds by the partners, the condition of the partners' project according and the preparation of the required documents and records for the project closure;
- keeps track of project activities, the ERDF amounts received and their transfer to PP.

3. As a reporting and monitoring obligation, the Lead Partner, shall:

- prepare and submit to the JTS the periodic progress reports, final report, application for reimbursement and any other documentation upon request;
- guarantee to the EU, national and regional bodies in charge the access to the place where the Project has been implemented and to the headquarters of all Project Partners in order to implement the foreseen on-the-spot checks with the right of inspection;
- guarantees the access to the databases and documents to all the representatives of the institutions in charge of the controls foreseen by the Operational Programme as well as to the bodies authorized to monitor the Project. All the documents will have to be kept during the Partnership Agreement duration in their original format or in a certified copy, faithful to the original in a commonly-used format. The Lead Partner must also guarantee the respect of the mentioned rules on the part of his Project Partners.
- to report in accordance with the existing legislation and national/regional guidelines if the project activities contain elements of State aid;
- the LP will keep a copy of all project documents prepared by the project partners or other bodies;
- guarantee the systematic collection and the safe storage of all the documentation regarding Project expenditure and activities.

Article 5 (Obligations of the Project Partners)

1. Project partners are responsible for carrying out specific project activities to deliver outputs in the manner and scope as indicated in the Subsidy Contract, which form an integral part of this Partnership Agreement.
2. According to the present Agreement the project partners are obliged to support the Lead Partner to fulfil its tasks according to the Subsidy Contract, in particular with the following:
 - appoint a contact person for the implementation of the parts of the Project under their responsibility and authorise the contact person to represent the project partner;
 - assure the implementation of the part of the Project they are responsible for in accordance with the ERDF Subsidy Contract and the project work plan or otherwise agreed;
 - guarantee a sound financial management of funds, including the separate project accounting and the documents storage system;
 - contribute to overall project aims according to their part undertaken with due care and motivation, completing their activities foreseen for each reporting period;
 - guarantee that reported costs have incurred for the performance of the operation and correspond to the activities agreed upon among Project Partners, so as to assure the correspondence between the activities and the financed operation;
 - cooperate with the Lead Partner for the effective implementation of the project, actively take part in decision making during the project;
 - ensure the validation of reported costs by the designated national controllers, prior their forwarding to the Lead Partner according to the deadlines strictly linked to the requests for payment, reports and final report to be presented by the Lead Partner to the JTS;

- present to the Lead Partner, using the forms provided the technical-financial progress reports certified by his national controllers, according to the deadlines set in Article 10.3 for the submission of the requests for payment and the final executive report, including a copy (in paper or electronic version) of all supporting documents for expenditure and activities;
- guarantee the timely performance of the Project according to the timeframes and deadlines of the subsidy contract and in particular that expected outputs are actually delivered;
to notify the Lead Partner 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, including any variations to his part of Project budget or his Project work plan;
- respect the national and Community legislation, with particular regard to the State aid rules, public procurement, and horizontal EU policies, i.e. environmental protection and improvement, sustainable development and the promotion of equal opportunities between men and women;
- guarantee the systematic and safe collection of all the documentation regarding his part of Project expenditure and its transmission to the Lead Partner, as well as to guarantee the access to documents to all the representatives of the institutions in charge of controls and to the bodies authorized to monitor the Project. All the documents will have to be kept in their original format or in a certified copy, faithful to the original and in a commonly-used format; in a safe and orderly manner for a period of five years following the closure of the Programme (at least by 31st December 2020); other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected;
- guarantee to the EU, national and regional responsible audit bodies the access to the places where the Project has been carried out and to his legal head office in order to allow the inspections necessary within the Project activity of control, make copies of original documents;
- guarantee to the independent evaluators in charge the access to every document or information regarding the part of Project he is in charge of deemed to be necessary for their activity;
- repay the Lead Partner the amounts unduly paid (ERDF);
- inform Lead Partner of all changes about its details including bank details;
- to respond immediately to any request of the JTS/ Managing Authority transmitted by the Lead Partner;
- to report in accordance with the existing legislation and national/regional guidelines if the project activities contain elements of State aid;
- to report payment of national co-financing to the Lead Partner;
- shall not subcontract 100% of the activities from their part of the project;
- to submit copies of the state co-financing contracts (maximum 10 days from the signature) to the Lead Partner;

~~<The partners may stipulate any other arrangement that they consider necessary in their relation >~~

4. Project Partners agree to take all necessary steps enabling the Lead Partner to comply with its responsibilities as set out in the ERDF Subsidy Contract.
5. Project Partners agree to implement all activities as presented in the Subsidy Contract and contribute to the financial implementation of the project as planned.

Article 6

(Organizational structure of the Partnership - Project Steering Committee)

~~<To be left and completed only in case the partners decide to form such a Committee >~~

1. The Project Partners decide to set up a Project Steering Committee in order to guarantee an effective management of the Project. The Project Steering Committee is set up, composed of a representative of the Lead Partner and a representative of each Project Partner. This Committee will be responsible for monitoring the implementation of the project on behalf of the partnership. The Project Steering Committee meets periodically (at least twice per year) following the convening by the Lead Partner. The Lead Partner must initiate the project meeting upon request of any project partner.
2. As defined by the partnership, for example:
 - The Project Steering Committee shall settle disputes between the partners
 - The Project Steering Committee shall be involved in project/level decisions
 - May amend the Partnership Agreement

<The partners may stipulate any other arrangement that they consider necessary in their relation>.

Article 7 (Relationships with third parties)

1. In the case in which project partners sign cooperation agreements with third parties (including subcontractors) for a partial execution of their part of Project, Project Partners will continue to be responsible towards the Lead Partner for all the obligations arising from the present Agreement. Any contracts with third parties will have to be concluded without violation to EU, national and regional rules on competition and award of public contracts. No project partner shall have the right to transfer its rights and obligations to third parties. The Lead Partner shall be informed by the partner about the subject and party of any contract concluded with a third party.

Article 8 (Communication, publicity and dissemination of results)

1. The Lead Partner and the partners shall jointly implement the communication and publicity activities in accordance with the ERDF Subsidy Contract to ensure adequate promotion of the project both towards potential beneficiaries and towards the general public. The information and publicity rules as specified in the EC Regulation No 1828/2006 and Publicity and Information Guidelines of the Programme shall be observed by all parties.
2. Each project partner shall point out in the framework of any publicity and information measures, including public procurement procedures, that the project is implemented with the financial assistance from the European Union through ERDF under the Cross-Border Cooperation Programme Hungary-Slovakia 2007–2013 and to ensure an adequate promotion of the project.
3. The partners agree that the results of the project will be available to any interested third party and to the general public free of charge. The project partners commit themselves to play an active role in any actions organized to capitalize on, disseminate and valorize these results.
4. The partners agree that the Lead Partner may provide the JTS/Managing Authority or other programme body to publish, in whatever form, unrestricted as far as data protection is concerned, and on or by whatever medium, including the internet, with the following information:
 - the name of the LP and its partners,
 - the purpose and project outputs ,
 - the amount granted and the proportion of the total eligible costs of the operation accounted for by the funding,
 - the geographical location of the project,
 - information and communication tools produced within the project,
 - any other information agreed with the LP.

Article 9 (Ownership – Use of Results)

1. The parties undertake to enforce the applicable law on intellectual ownership and author 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 partners.

3. Without prejudice to the previous paragraph, the beneficiary grants the JTS 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 Lead Partner and its partners agree that owners of the investments are the following:
 - <investment owner's name> is the owner of the <name of investment>
 - <investment owner's name> is the owner of the <name of investment>
 - <investment owner's name> is the owner of the <name of investment>
5. The Lead Partner and its partners agree that owners of the project outputs/deliverables are the following:
 - <output owner's name> is the owner of the <name of output/deliverable>
 - <output owner's name> is the owner of the <name of output/deliverable>
 - <output owner's name> is the owner of the <name of output/deliverable>
6. The Lead Partner and its partners commit to establish and maintain an inventory of all fixed assets acquired, built or improved under the ERDF grant;
7. In case of purchase costs co-financed, the owners shall not alter the nature and the activities at least within five years from operation completion (final eligibility date of expenditures for the project).
8. The goods, investments or any project deliverables which ownership is not agreed upon in paragraph 4 and 5 will be the property of the LP after project closure

Article 10
(Reporting, monitoring and evaluation)

1. The Lead Partner has overall responsibility for monitoring the actions undertaken by the project partners on an on-going basis.
2. The Lead Partner is responsible for submitting progress reports and the final report to the JTS.
3. Each project partner commits to providing the Lead Partner with the information needed to draw up progress and final reports and other specific documents required by the JTS. The reporting periods for the entire project are laid down in Annex 2 of the Subsidy Contract. Each project partner has to submit the Statement of Expenditure for the reporting period by the deadlines specified in the table below. The JTS may require or agree on additional reporting.

Reporting period	Validated expenditure to be submitted to the Lead Partner by
<reporting period1>	<report date1>
<reporting period2>	<report date2>
<reporting period3>	<report date3>
<reporting period4>	<report date4>
<reporting period5>	<report date5>
<reporting period6>	<report date6>
<reporting period7>	<report date7>
<final report>	<report date final>

4. The Lead Partner must send each partner copies of the reports submitted to the Managing Authority.

Article 11

(Financial management)

1. The Lead Partner shall be responsible for the administrative and financial management of the funds and for distributing the funds between the project partners in accordance with their validated expenditure incurred for project actions effectively carried out by bank transfer within five working days unless justified. No deduction, retention or further specific charges shall be made.
2. The ERDF funds shall be transferred to the bank accounts listed in the Annex 2.

Article 12 (Confidentiality)

1. The parties agree that any information that they obtain during the implementation of the project is confidential, provided that one project partner ~~or the Project Steering Committee~~ explicitly requests such in case there is an acknowledgeable interest on behalf of the requesting party and it is compatible to the transparency principle. The same applies, without the explicit request of one of the project partners, to all documentation classified as "confidential".

Article 13 (Modifications, withdrawals, disputes and legal succession)

1. Any modification to the present agreement shall be attached to it as an addendum and signed by all parties. It has to be previously agreed by all parties or ~~the Project Steering Committee~~.
2. The partners agree not to withdraw from the project unless there are unavoidable reasons for it. If this were nonetheless to happen, the other partners shall cover the contribution of the withdrawing partner either by assuming its tasks and budget or by asking one or more third parties to join the partnership, with the previous authorization of the Managing Authority. The partner withdrawing the project will continue being obliged by the present Partnership Agreement until its termination for the activities and expenses carried out while participating in the project.
3. In case of any dispute between partners, the project partners are obliged to work towards an amicable settlement. When agreement cannot be reached, the partners are obliged to seek an out-of-court arbitration procedure. Failing this, each and any legal disputes that may result from or in connection with this present Partnership Agreement, including such over the validity of this present Partnership Agreement itself and this arbitration clause, will be finally decided in accordance with the jurisdiction of the country where the Lead Partner is located. The disputes will be settled at the competent court from the country where the LP is located.
4. In case of legal succession, e.g. when the partner changes its legal form, all duties under this contract are transferred to the legal successor. The partner shall notify beforehand the MA of the Programme through the JTS, should a legal succession occur.

Article 14 (Recovery of unjustified expenditure)

1. In the event of unduly received ERDF funds, either due by the breach of any obligation or due to the declaration of ineligibility or irregularity after a financial control by an authorized body, each cosignatory of the present agreement undertakes to reimburse the Lead Partner within 30 days following the notification.
2. In the event of total or partial incompleteness of the obligations of any of the project partners or in the event of the material errors in the effective execution of project activities, each cosignatory member of the present

Partnership Agreement/ undertakes to reimburse the Lead Partner any funds that have been unduly received, within 30 days following the notification.

3. The LP has the right of termination of the Partnership Agreement if termination of the ERDF Subsidy Contract is put into force by the Managing Authority. The partners shall repay the funds as defined in the LP's request.

Article 15 (Liability and Force Majeure)

1. This Partnership Agreement is governed by the law of the country of the Lead Partner. Each partner, including the Lead Partner, shall be liable to the other partners and shall indemnify for any damages or costs resulting from the non-compliance of its contractual duties as set forth in this contract.
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 partner involved must announce this immediately in writing to the other partners of the operation.

Article 16 (Working Language)

1. The working language of the partnership governed by this agreement will be _____. In case of the translation of any document into another language, the English version shall be the binding one.

Article 17 Termination of the agreement

1. This Partnership Agreement is terminated in case the subsidy contract terminates, especially due to the following:
 - the final report of the project is approved and the balance of verified project costs are paid for each Partner
 - termination of the ERDF Subsidy Contract is put into force by the Managing Authority
 - serious breach of the provisions of the subsidy contract or the present agreement
 - the implementation of the project becomes impossible for any reason
 - the partners decide to withdraw from the implementation of the project (in such a case the transferred funds and statutory interest will be paid back)
 - force majeure

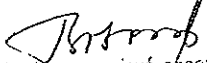
Article 18 (Concluding provisions)

1. This Partnership Agreement is done in **<number>** originals, of which **<number>** is received by each of the contracting parties.
2. In case of discrepancies between the Subsidy Contract and this Partnership Agreement, the Subsidy Contract shall prevail.
3. This Partnership Agreement can only be changed by means of a written amendment that is signed by all project partners. Modifications to the project (work plan, budget-etc.) that are approved by the Joint Monitoring Committee shall be effective as alterations of this Partnership Agreement, also without adherence to this formal requirement.

4. The partners signing this agreement have fully understood and accepted the contents of the subsidy contract and undertake the activities and responsibilities in the meaning as included therein.

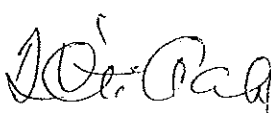

Name of the Lead Partner: Regionálna rozvojová agentúra ISTER – ISTER Regional development agency
Name and title of legal representative: Ing. Andrea Borosová
Place, date and stamp: Dunajská Streda, 8.7.2009

Signature


Regionálna rozvojová agentúra ISTER
Galantská cesta 4
929 01 DUNAJSKÁ STREDA
IČO: 37 840 053

Name of project partner 1, CBP: Municipality Vámošszabadi
Name and title of legal representative: Csaba Réti
Place, date and stamp: Vámošszabadi, 2009.7.8

Signature

ANNEXES

1. Subsidy Contract and its Annexes
2. Bank account information of Partners

**Annex III
Sources of funding**

Project Partner	Maximum ERDF contribution EUR	ERDF co-financing rate %	Maximum amount of national state budget contribution EUR*	National state budget contribution co-financing rate %*	Total eligible Budget EUR
Lead Partner - Regionálna rozvojová agentúra ISTER	663 243,46	80,75%	117 042,96	14,25%	821 354,13
CBC partner - Vámoszabadi község	43 115,03	85%	5 072,36	10%	50 723,56
Total	706 358,49		122 115,32		872 077,69

*Only for information purposes, based on the Programme specific rules. Neither the Managing Authority nor the Lead Partner is responsible for providing for national state budget contribution in the frame of the present subsidy contract.

Annex IV
Project budget per partners

HUSK/0801/2.3.1/0001	A projekt címe / Názov projektu: Kerékpárutak határok nélkül - tanulmányok és tervek / Cyklotrasy bez hraníc - štúdie a plány
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A költségvetési sorokban levő változások piros színnel jelöltek / Zmeny v rozpočtových položkách sú zvýraznené červenou farbou

Költségvetési / Rozpočet	Lead partner - Regionálna rozvojová agentúra ISTER	CBC partner - Vámosszabadi község	Összes / Celkom
Költségvetési kategória / Rozpočtová položka	Összes költség (ÁFA-val) / Celkové náklady (s DPH)		
1. Előkészítő (korábban felmerült) költségek / Náklady na prípravu projektu	0,00 EUR	0,00 EUR	0,00 EUR
1.1. Műszaki tervek / Príprava projektovej dokumentácie	0,00 EUR	0,00 EUR	0,00 EUR
1.2. Tanulmányok / Štúdie	0,00 EUR	0,00 EUR	0,00 EUR
1.3. Engedélyek költségei / Náklady na získanie povolení	0,00 EUR	0,00 EUR	0,00 EUR
1.4. Projekt találkozók és utazási költségek / Náklady stretnutí projektového tímu	0,00 EUR	0,00 EUR	0,00 EUR
1.5. Fordítás és tolmácsolás költségei / Náklady na preklad a tимоčenie	0,00 EUR	0,00 EUR	0,00 EUR
2. Személyi költség/ Personálne náklady	42 382,00 EUR	15 309,50 EUR	57 691,50 EUR
2.1. Projekt menedzsmentet végző alkalmazottak bérköltsége / Cena práce projektového manažmentu	42 382,00 EUR	15 309,50 EUR	57 691,50 EUR
3. Útiköltség és alapellátmány/napidíj és szállás/ Cestovné, ubytovanie a diéty	0,00 EUR	0,00 EUR	0,00 EUR
3.1. Projekt menedzsment útiköltsége / Cestovné náklady projektového manažmentu	0,00 EUR	0,00 EUR	0,00 EUR
3.2. Projekt menedzsment napidíja / Diéty projektového manažmentu	0,00 EUR	0,00 EUR	0,00 EUR
3.3. Projekt menedzsment szállásköltsége / Ubytovacie náklady projektového manažmentu	0,00 EUR	0,00 EUR	0,00 EUR
4. Szolgáltatások / Externé služby	770 476,13 EUR	35 414,06 EUR	805 890,19 EUR
4.1. Felmérések, kimutatások, adatbázisok, kutatások, tanulmányok készítése / Príprava štúdií, štatistík, databáz a prieskumov	26 555,14 EUR	2 655,51 EUR	29 210,65 EUR
4.2. Képzések, konferenciák, egyéb rendezvények előadói díjai, szakvélemények készítése, speciális szakmai tanácsadás / Odmena prednášateľom na kurzoch vzdelávania, konferenciách, príprava prieskumov a poradenstvo	0,00 EUR	0,00 EUR	0,00 EUR
4.3. Konferenciák, szemináriumok, képzések rendezése (külső résztvevők részére) / Príprava konferencií a seminárov (pre externých)	0,00 EUR	0,00 EUR	0,00 EUR
4.4. Projekt rendezvények, találkozók szervezése (belső résztvevők részére) / Príprava konferencií a seminárov (pre interných)	0,00 EUR	0,00 EUR	0,00 EUR
4.5. Projektmenedzsment biztosításához kapcsolódó szolgáltatások / Externé služby v oblasti projektového manažmentu	900,00 EUR	900,00 EUR	1 800,00 EUR
4.6. Közbeszerzési eljárások lebonyolításával kapcsolatos költségek (közbeszerzési szakértő) / Náklady súvisiace s procesom verejného obstarávania (expert na verejné obstarávanie)	7 609,71 EUR	3 136,82 EUR	10 746,53 EUR

4.7. Műszaki ellenőr díja / Náklady inžinierskych činností	62 238,60 EUR	3 319,39 EUR	65 557,99 EUR
4.8. Könyvvizsgálói díjak / Náklady na nezávislý audit	0,00 EUR	0,00 EUR	0,00 EUR
4.9. Kommunikációs költségek / Náklady na publicitu	995,82 EUR	0,00 EUR	995,82 EUR
4.10. Egyéb / Iné	672 176,86 EUR	25 402,34 EUR	697 579,20 EUR
5. Beszerzések / Dodávky	3 352,59 EUR	0,00 EUR	3 352,59 EUR
5.1. Új eszközök, gépek, berendezések beszerzése / Nákup nových zariadení a strojov	3 352,59 EUR	0,00 EUR	3 352,59 EUR
5.2. Új eszközök, gépek, berendezések bérlése, lízingje / Prenájom a lízing zariadení a strojov	0,00 EUR	0,00 EUR	0,00 EUR
6. Építési beruházás / Stavebné investície	0,00 EUR	0,00 EUR	0,00 EUR
6.1. Föld, telek vásárlás felépítmény nélkül / Nákup nezastavaných pozemkov	0,00 EUR	0,00 EUR	0,00 EUR
6.2. Föld, telek vásárlás felépítménnyel együtt / Nákup zastavaných pozemkov	0,00 EUR	0,00 EUR	0,00 EUR
6.3. Épületek, építmények, infrastruktúra építés / Výstavba budov a infraštruktúry	0,00 EUR	0,00 EUR	0,00 EUR
6.4. Épületek, építmények, infrastruktúra felújítás, átalakítás / Rekonštrukcia budov a infraštruktúry	0,00 EUR	0,00 EUR	0,00 EUR
7. Rezszi, működési és adminisztratív költségek / Režijné, prevádzkové a administratívne náklady	5 143,41 EUR	0,00 EUR	5 143,41 EUR
7.1. Jogi költségek / Právne poplatky	1 659,70 EUR	0,00 EUR	1 659,70 EUR
7.2. Elkülönített alszámla banki költségei / Bankové náklady na zriadenie účtu pre potreby projektu	0,00 EUR	0,00 EUR	0,00 EUR
7.3. Dologi kiadások (papír, toner, stb.) / Bežné výdavky (papier, toner)	995,82 EUR	0,00 EUR	995,82 EUR
7.4. Iroda bérleti díj / Nájomné kancelárie	1 492,07 EUR	0,00 EUR	1 492,07 EUR
7.5. Rezszi / Režijné	995,82 EUR	0,00 EUR	995,82 EUR
Összes / Celkom (EUR)	821 354,13 EUR	50 723,56 EUR	872 077,69 EUR
Előrehaladási jelentések fordítása angol nyelvre (max. 300 EUR/jelentés) / Preklady monitorovacích správ do AJ (max. 300 EUR / správu)	900,00 EUR	900,00 EUR	1 800,00 EUR

Összes / Celkom (EUR)	EUR 821 354,13	EUR 50 723,56	EUR 872 077,69
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1. A projektben vállalt önerő összege / Vlastné zdroje	41 067,71 EUR	2 536,18 EUR	43 603,88 EUR
a) ebből közforrás/ z toho verejné zdroje	0,00 EUR	2 536,18 EUR	2 536,18
b) ebből magánforrás / z toho súkromné zdroje	41 067,71 EUR	0,00 EUR	41 067,71
% A projektben vállalt önerő összege / Vlastné zdroje	5,00%	5,00%	5,00%
2. ERFA forrás / Zdroje ERDF	663 243,46 EUR	43 115,03 EUR	706 358,49
3. Kormányzati társfin. / Štátny rozpočet	117 042,96 EUR	5 072,36 EUR	122 115,32
ERDF + nemzeti társfinanszírozás / ERDF a národné spolufinancovanie	780 286,42 EUR	50 723,56 EUR	831 009,98

Költségvetés harmadéves költségeinek előiréjlzése (EUR-ban, ÁFA-val) / Odhad čerpania rozpočtu (v EUR, s DPH)

Csak a sárga mezőket töltse ki!!! / Vypĺňajte len ŽLTÉ bunky!!!

Költségvetési kategória / Rozpočtová položka	A projekt címe / Názov projektu: Kerékpárutak határok nélkül - tanulmányok és tervek / Cyklotrasy bez hraníc - štúdie a plány									
	1.-4. hó / mesiace 1.-4.	5.-8. hó / mesiace 5.-8.	9.-12. hó / mesiace 9.-12.	13.-16. hó / mesiace 13.-16.	17.-20. hó / mesiace 17.-20.	21.-24. hó / mesiace 21.-24.	Költségek / Náklady			
Lead partner - Regionálna rozvojová agentúra ISTER	Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	821 354,12			
1. Előkészítő (korábban felmerült) költségek (az adott partner költségvetésének max. 10%-ban jogosult) / Náklady na prípravu projektu (Prípravné náklady nesmú prekročiť 10% z rozpočtu daného partnera)	0,00	0,00	0,00	0,00	0,00	0,00	0,00			
2. Személyi költség/ Personálne náklady	14 127,33	14 127,33	14 127,33	0,00	0,00	0,00	42 381,99			
3. Útiköltség és alapellátmány/napidíj és szállás/ Cestovné, ubytovanie a diety	0,00	0,00	0,00	0,00	0,00	0,00	0,00			
4. Szolgáltatások / Externé služby	34 464,85	367 507,73	368 503,55	0,00	0,00	0,00	770 476,13			
5. Beszerzések / Dodávky	1 117,53	1 117,53	1 117,53	0,00	0,00	0,00	3 352,59			
6. Építési beruházás (Föld, telek vásárlás sorok projekt szintű összege nem haladhatja meg a projekt jogosult költségeinek 10%-t) / Stavebné investície (Výška nákladu nezastavaných a zastavaných pozemkov na úrovni projektu nesmú prekročiť 10% z celkových oprávnených nákladov projektu)	0,00	0,00	0,00	0,00	0,00	0,00	0,00			
7. Rezi, működési és adminisztratív költségek (a rezi, dologi kiadások és iroda bérlet díj sorok összege nem haladhatja meg az adott partner személyi költségeinek 25%-t) / Rožijné, prevádzkové a administratívne náklady (Súhrn položiek režijné náklady, nájomné a bežné výdavky nesmie prekročiť výšku 25% z Personálnych nákladov partnera)	1 714,47	1 714,47	1 714,47	0,00	0,00	0,00	5 143,41			
Harmadéves költségei / Náklady na jednotlivé obdobia	51 424,18	384 467,06	385 462,88	0,00	0,00	0,00	821 354,12			

support rate	80,75%
1.-4. hó / mesiace 1.-4.	41 525,03
5.-8. hó / mesiace 5.-8.	310 457,15
9.-12. hó / mesiace 9.-12.	311 261,28
13.-16. hó / mesiace 13.-16.	0,00
17.-20. hó / mesiace 17.-20.	0,00
21.-24. hó / mesiace 21.-24.	0,00
	663 243,45

Költségvetés harmadéves költségeinek előrejelzése (EUR-ban, ÁFA-val) / Odhad čerpania rozpočtu (v EUR, s

Csak a sárga mezőket töltsék ki!!! / Vyplnajte len ŽLTÉ bunky!!!

Költségvetési kategória / Rozpočtová položka	A projekt címe / Názov projektu: Kerékpárutak határok nélkül - tanulmányok és tervek / Cyklotrasy bez hranic - štúdie a plány									
	1-4. hó / mesiace 1.-4.	5-8. hó / mesiace 5.-8.	9-12. hó / mesiace 9.-12.	13-16. hó / mesiace 13.-16.	17-20. hó / mesiace 17.-20.	21-24. hó / mesiace 21.-24.	Költségek / Náklady			
CBC partner - Városszabadi község	Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	50 723,58			
1. Előkészítő (korábban felmentett) költségek (az adott partner költségvetésének max. 10%-ban jogosult) / Náklady na prípravu projektu (Prípravné náklady nesmú prekročiť 10% z rozpočtu daného partnera)	0,00	0,00	0,00	0,00	0,00	0,00	0,00			
2. Személyi költség/ Personálne náklady	5 103,17	5 103,17	5 103,17	0,00	0,00	0,00	15 309,51			
3. Útiköltség és alapelutazás/napidíj és szállás/ Cestovné, ubytovanie a diéty	0,00	0,00	0,00	0,00	0,00	0,00	0,00			
4. Szolgáltatások / Externé služby	6 092,33	14 660,87	14 660,87	0,00	0,00	0,00	35 414,07			
5. Beszerzések / Dodávky	0,00	0,00	0,00	0,00	0,00	0,00	0,00			
6. Építési beruházás (Föld, telek vásárlás sorok projekt szintű összege nem haladhatja meg a projekt jogosult költségeinek 10%-t) / Stavbné investície (Výška nákladu nezastavaných a zastavaných pozemkov na úrovni projektu nesmú prekročiť 10% z celkových oprávnených nákladov projektu)	0,00	0,00	0,00	0,00	0,00	0,00	0,00			
7. Rezszi, működési és adminisztratív költségek (a rezszi, dologi kiadások és iroda bérleti díj sorok összege nem haladhatja meg az adott partner személyi költségeinek 25%-t) / Režijné, prevádzkové a administratívne náklady (Súhrn položiek režijné náklady, nájomné a bežné výdavky nesmie prekročiť výšku 25% z Personálnych nákladov partnera)	0,00	0,00	0,00	0,00	0,00	0,00	0,00			
Harmadéves költségek / Náklady na jednotlivé obdobia	11 195,50	19 764,04	19 764,04	0,00	0,00	0,00	50 723,58			

support rate	85,00%
1-4. hó / mesiace 1.-4.	9 516,18
5-8. hó / mesiace 5.-8.	16 799,43
9-12. hó / mesiace 9.-12.	16 799,43
13-16. hó / mesiace 13.-16.	0,00
17-20. hó / mesiace 17.-20.	0,00
21-24. hó / mesiace 21.-24.	0,00
ERDF	43 115,04

Költségvetés harmadéves költségeinek előrejelzése (EUR-ban, ÁFA-val) / Odhad čerpania rozpočtu (v EUR, s DPH)

Csak a sárga mezőket töltsse ki!!! / Vypĺnajte len ŹLTÉ bunky!!!

Költségvetési kategória / Rozpočtová položka	A projekt címe / Názov projektu: Kerekpárutak határok nélkül - tanulmányok és tervek / Cyklotrasy bez hraníc - štúdie a plány							
	1-4. hó / mesiace 1.-4.	5-8. hó / mesiace 5.-8.	9-12. hó / mesiace 9.-12.	13-16. hó / mesiace 13.-16.	17-20. hó / mesiace 17.-20.	21-24. hó / mesiace 21.-24.	Költségek/ Náklady	Költségek/ Náklady
TOTAL BUDGET	Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	Költség (ÁFA-val) / Náklady (s DPH)	872 077,70	872 077,70
1. Előkészítő (korábban felmerült) költségek (az adott partner költségvetésének max. 10%-ban jogosult) / Náklady na prípravu projektu (Prípravné náklady nesmú prekročiť 10% z rozpočtu daného partnera)	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
2. Személyi költség / Personálne náklady	19 230,50	19 230,50	19 230,50	0,00	0,00	0,00	57 691,50	57 691,50
3. Unikétség és alapellátmány/napidíj és szállás/ Cestovné, ubytovanie a diéty	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
4. Szolgáltatások / Externé služby	40 557,18	382 168,60	383 164,42	0,00	0,00	0,00	805 890,20	805 890,20
5. Beszerzések / Dodávky	1 117,53	1 117,53	1 117,53	0,00	0,00	0,00	3 352,59	3 352,59
6. Építési beruházás (Föld, telek vásárlás sorok projekt szintű összege nem haladhatja meg a projekt jogosult költségeinek 10%-t) / Stavebné investície (Výška nákladu nezasťavaných a zastavaných pozemkov na úrovni projektu nesmú prekročiť 10% z celkových oprávnených nákladov projektu)	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
7. Rezszi, működési és adminisztratív költségek (a rezszi, dologi kiadások és iroda bérleti díj sorok összege nem haladhatja meg az adott partner személyi költségeinek 25%-t) / Režijné, prevádzkové a administratívne náklady (Súhmm položiek režijné náklady, najomné a božné výdavky nesmie prekročiť výšku 25% z Personálnych nákladov partnera)	1 714,47	1 714,47	1 714,47	0,00	0,00	0,00	5 143,41	5 143,41
Harmadéves költségek / Náklady na jednotlivé obdobia	62 619,68	404 231,10	405 226,92	0,00	0,00	0,00	872 077,70	872 077,70

ERDF	Lead partner - Regionálna rozvojová agentúra ISTER			CBC partner - Vámosszabadi község			Total forecast		
	1-4. hó / mesiace 1.-4.	5-8. hó / mesiace 5.-8.	9-12. hó / mesiace 9.-12.	13-16. hó / mesiace 13.-16.	17-20. hó / mesiace 17.-20.	21-24. hó / mesiace 21.-24.	1-4. hó / mesiace 1.-4.	5-8. hó / mesiace 5.-8.	9-12. hó / mesiace 9.-12.
	41 525,03	310 457,15	311 261,28	0,00	0,00	0,00	41 525,03	310 457,15	311 261,28
	9 516,18	16 799,43	16 799,43	0,00	0,00	0,00	9 516,18	16 799,43	16 799,43
	51 041,20 EUR	327 256,58 EUR	328 060,71 EUR	0,00 EUR	0,00 EUR	0,00 EUR	51 041,20 EUR	327 256,58 EUR	328 060,71 EUR
	663 243,45	43 115,04	706 358,49 EUR	0,00	0,00	0,00	663 243,45	43 115,04	706 358,49 EUR

Annex V
List of documents to be retained

- | No. | Document |
|-----|--|
| 1. | Submitted Application |
| 2. | Notification letter from the MA awarding subsidy |
| 3. | Partnership Agreement (and its amendments) |
| 4. | Subsidy Contract |
| 5. | Amendments of the subsidy contract |
| 6. | Progress Reports |
| 7. | Application for Reimbursements |
| 8. | Partner Reports |
| 9. | Declarations on validation of expenditure |
| 10. | Each invoice and accounting document of probative value related to project expenditure (originals to be retained at the premises of the project partner concerned) |
| 11. | All supporting documents related to project expenditure (e.g. payslips, bank statements, public procurement documents, etc.) to be retained at the premises of the project partner concerned |
| 12. | All project deliverables (all materials produced during the project period) |
| 13. | If relevant, documentation related to on the spot checks of the Controllers (to be retained at the premises of the project partner concerned) |
| 14. | If relevant, documentation of monitoring visits of the JTS/MA |
| 15. | If relevant, audit reports |
| 16. | If relevant, LP/PP's contract on state or other public co-financing and the related documents |

Annex VI
Applicable project specific state aid rules

Not relevant for the project HUSK/0801/2.3.1/0001.

