Interreg Co-funded by the European Union

NEXT Hungary – Slovakia – Romania – Ukraine

Subsidy Contract for European Union Contribution

Project ID: HUSKROUA/23/RS/3.1/047
Project acronym: OTRACON SK-UA
Project title: Optimal Transport Connections Via Border Harmonized by Transport Models SK-UA

Interreg VI-A NEXT Hungary Slovakia Romania Ukraine 2021-2027 Programme

Interreg Co-funded by the European Union

NEXT Hungary – Slovakia – Romania – Ukraine

SUBSIDY CONTRACT

for the implementation of Project No. HUSKROUA/23/RS/3.1/047

with acronym OTRACON SK-UA

entitled Optimal Transport Connections Via Border Harmonized by Transport Models SK-UA

within the

Interreg VI-A NEXT Hungary Slovakia Romania Ukraine 2021-2027 Programme

The following Subsidy Contract (hereinafter referred to as the Contract) is concluded between the

Ministry of Foreign Affairs and Trade of Hungary
Address: 1027 Budapest, Bem rakpart 47, Hungary
Tax number: 15311344-1-41

acting as the Managing Authority of the Interreg VI-A NEXT Hungary Slovakia Romania Ukraine 2021-2027 Programme (hereinafter referred to as the Managing Authority)

on one hand,

and

IDS VÝCHOD, S.R.O.; IDS VYCHOD
Address: 04001, Košice, Turgenevova 36, 04001 Košice-Juh, Slovakia
Tax number: 2121104293

acting as the Lead Partner

on the other hand,

hereinafter jointly referred to as the Parties[1],

based on the following legal framework:

- Regulation (EU) 2021/1060 of the European Parliament and of the Council of 24 June 2021 laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy (hereinafter referred to as the CPR);
- Regulation (EU) 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund (hereinafter referred to as the ERDF Regulation);
- Regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments (hereinafter referred to as the Interreg Regulation);

[1] The Managing Authority and the Lead Partner are the only Parties to this Contract.

- Regulation (EU) 2021/947 establishing the Neighbourhood, Development and International Cooperation Instrument (hereinafter referred to as the NDICI Regulation);
- Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union;
- Commission Regulation (EU) No 2023/2834 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid;
- Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the common market in application of Articles 107 and 108 of the Treaty;
- Regulation (EU) 2016/679 of the European Parliament and of the Council on the Protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR);
- Implementing acts and delegated acts adopted in accordance with the aforementioned legislation;
- Financing Agreement concluded between the European Commission, Hungary and Ukraine.

The following regulations, guidelines and other documents have to be also respected in the framework of the present Contract:

- the Interreg VI-A NEXT Hungary Slovakia Romania Ukraine 2021-2027 Programme, approved by the European Commission on 3 November 2022 by Decision Ref No C(2022)8029 (hereinafter referred to as the Programme);
- EU rules regarding EU 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;
- Communication from the Commission on the application of the European Union State aid rules to compensation granted for the provision of services of general economic interest (2012/C 8/02);
- national rules applicable to the Lead Partner and its Partners and their activities;
- the relevant national legislation regarding State aid rules;
- documents of the relevant Call for Proposals of the Programme, published on the official website of the Programme;
- the Project Implementation Manual of the Programme, laying down the programme specific rules for the implementation of the projects;
- Eligibility of expenditures of the Programme;
- the Visibility Manual of the Programme, laying down the programme specific rules on information and publicity measures of the projects;
- the relevant national level legislation governing the rules of public procurement in member states and procurement rules in Ukraine.

Article 1
Award of subsidy

1. In accordance with the decision of the Monitoring Committee, dated 28.06.2024, a subsidy is awarded to the Partnership (represented by the Lead Partner) from the EU funding under the Interreg VI-A NEXT Hungary Slovakia Romania Ukraine 2021-2027 Programme for the implementation of the project No. HUSKROUA/23/RS/3.1/047 with the acronym OTRACON SK-UA, entitled Optimal Transport Connections Via Border Harmonized by Transport Models SK-UA (hereinafter referred to as the Project).

Maximum EU contribution awarded:	947 812,74 EUR say: nine hundred forty-seven thousand, eight hundred twelve euros and seventy-four cents
Total project budget: (including Lead Partner and the other Partners)	1 053 125,28 EUR say: one million, fifty-three thousand, one hundred twenty-five euros and twenty-eight cents

2. As a general rule, the EU co-financing rate per Partner (including the Lead Partner) cannot exceed 90 per cent of the total eligible expenditures. The amounts of EU contribution and the EU co-financing rates per Partners (including the Lead Partner) are set in Annex II of the Contract (i.e. in the Finalised Project Form). It is the responsibility of each Partner[2], including the Lead Partner, to finance the own contribution of their respective project parts.

3. The maximum amount of EU contribution awarded for the Project and contained in Article 1.1 above cannot be exceeded without a corresponding decision of the Monitoring Committee and the modification of this Subsidy Contract.

4. Should the total eligible costs after the completion of the Project be lower than the budgeted amount, the above-mentioned EU contribution awarded under the Programme will be correspondingly reduced according to the EU co-financing rates per Partners as set in Annex II.

5. For receiving the payment of EU contribution from the Managing Authority and for the transfers of EU contribution to the Partners, the Lead Partner shall open a separate EUR bank account exclusively for the Project. The EU contribution will be transferred in EUR to the following separate project bank account indicated by the Lead Partner:

IBAN account number	SK59 02000000 00505138 7957
SWIFT code	SUBASKBX
Name of bank	VÚB Banka
Address of bank	Mlynské Nivy 1, 829 90 Bratislava

[2] In case the Partner receives EU contribution.

6. The Lead Partner has to officially notify the Joint Secretariat in written form in case of a change of the separate project bank account within 15 calendar days or with the submission of the Application for Reimbursement at the latest. With the LP's notification the bank account will be modified and the modification of this Contract is not necessary. In case the Lead Partner fails to properly inform the Joint Secretariat on the details of its separate bank account, all consequences, including those of financial nature, shall be borne by the Lead Partner.

7. Payment of the EU contribution is under the condition that the European Commission makes the funds available to the above-described extent on the Programme bank account and the Memorandum of Understanding signed by the Partner Countries is in force and the Financing Agreement between the European Commission, Hungary and Ukraine is in force.

8. If the European Commission fails to make the funds available on the Programme bank account, either if the Memorandum of Understanding signed by the Partner Countries is no longer in force or the Financing Agreement between the European Commission, Hungary and Ukraine is no longer in force, the Managing Authority will be entitled to withdraw from the present Contract. Any claim by the Lead Partner or the Project Partner(s) against the Managing Authority for whatsoever reason is excluded.

9. If the subsidy to be received for the implementation of the Project is affected by State aid, detailed rules can be found in Annex V of the present Contract.

10. Without prejudice to the provisions of this Article, Programme co-financing to Ukrainian Partners can be made available to the Project only after the respective Financing Agreement has entered into force. By way of derogation from Article 63(2) of Regulation (EU) 2021/1060, expenditure shall be eligible for a contribution from external financing instruments of the Union if it has been incurred and paid in the preparation and implementation of Interreg operations from 1 January 2021 or from the date of the programme submission, whichever date is earlier, but may be claimed from the Programme after the date when the Financing Agreement with Ukraine was concluded.

Article 2
EU advance payment

1. According to the Programme rules the Managing Authority ensures EU advance payment. The amount of the EU advance is equal to 25% of the maximum EU contribution mentioned in Article 1.1. Based on the above-mentioned description the amount of EU advance 236 953,19 EUR (say two hundred thirty-six thousand, nine hundred fifty-three euros and nineteen cents).

2. Subject to availability of funds as specified in Article 5.7 of the General Terms and Conditions, the amount of the advance is transferred to the separate bank account of the Lead Partner within 60 calendar days from the date of signature of this Subsidy Contract.

3. The approved amount of the EU contribution will be transferred in two forms: One form is advance payment which is 25% of the EU contribution. The other form is reimbursement based on the approved Project Report(s) and Applications for Reimbursement. Once the reimbursed amount reaches 60% of the total EU contribution of the Partner receiving financial support, the Programme starts to settle the advance payment. The amount of settlement will appear on the Application(s) for Reimbursement in which the reimbursement of 60% of the total EU contribution

is exceeded. Therefore, when approving these Project Report(s) and Application(s) for Reimbursement the amount of transferable EU contribution will be calculated with the consideration of the settled amount of advance payment. The total amount of a Partner's advance payment is fully settled if the EU contribution part of the eligible expenditure in the Application(s) for Reimbursement reaches 85%.

4. In case the EU contribution part of eligible expenditure in the Applications for Reimbursement does not reach 85% of a Partner receiving financial support by the end of project implementation, the unsettled amount of the advance payment will be recovered by the Managing Authority with (and – if necessary – after) the approval of the Final Project Report. The Lead Partner is obliged to secure repayments from the Partner(s) concerned, and has to repay the amount specified by the Managing Authority before the due date. In case of any delay in the repayment, the amount to be recovered may be subject to interest on late payment starting on the due date and ending on the date of actual payment. 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 first working day of the month in which the due date falls.

Article 3
Duration of the Project

1. Project starting date: 01.06.2025

2. Project end date: 31.05.2027

3. The project activities have to be carried out and finalised within the project implementation period as specified in Point 1 and 2 above and to be in line with the rules of the Project Implementation Manual / Eligibility of expenditures.

Article 4
Object of use

1. The EU contribution is awarded exclusively for the implementation of the Project as approved by the Monitoring Committee and registered in the INTERREG+ system. The Lead Partner accepts the EU contribution and takes responsibility for implementation of the Project as described in Annex II. The Lead Partner shall guarantee the sound financial management of the respective Union funds allocated to the Project, including the arrangements for recovering amounts unduly paid. The Lead Partner declares that it has noted and accepted the provisions of the Contract and of its Annexes in their entirety.

2. Project expenditure which qualifies for the EU contribution awarded according to Article 1.1 consists exclusively of project expenditure related to the approved project activities. The rules for the eligibility of expenditure are set in the Project Implementation Manual / Eligibility of expenditures. The relevant EU Regulations in force, in particular Articles 37 to 44 of the Interreg Regulation, as well as the rules contained in Articles 63 to 66 of the CPR, furthermore the national eligibility rules have to be respected. In case of contradiction between the above-mentioned rules, the stricter rule shall apply. The expenditure related to the Project is eligible only if it is in compliance with the applicable European and national legislation in force and if it observes the

terms and conditions stipulated in the Contract. The non-compliance with the relevant rules could lead the National Authority to take corrective measures and exclude ineligible expenditure.

Article 5
Reporting deadlines

1. The Lead Partner shall send Project Reports and Applications for Reimbursement on the basis of the following table:

	Reporting period	Deadline for submission of the Project Reports and Applications for Reimbursement
1.	01.06.2025 - 30.09.2025	29.12.2025
2.	01.10.2025 - 31.01.2026	01.05.2026
3.	01.02.2026 - 31.05.2026	29.08.2026
4.	01.06.2026 - 30.09.2026	29.12.2026
5.	01.10.2026 - 31.01.2027	01.05.2027
6.	01.02.2027 - 31.05.2027	29.08.2027

Article 6
Double funding

1. The Lead Partner shall ensure that expenditure contained in the Project is not double funded by any other European and/or national funds.

2. If in the process of the project implementation it becomes clear that the operation has been financed by any other source of funding, the Lead Partner shall inform the Managing Authority without delay after obtaining information about this circumstance.

Article 7
General Terms and Conditions

1. The present Contract and its Annexes are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

   a) Subsidy Contract and Annex I, General Terms and Conditions,

   b) any subsequent amendments of the Contract or its Annexes.

2. The detailed rules governing the obligations and rights of the Parties are contained in the General Terms and Conditions, constituting Annex I which is an integral and indivisible part of the present Contract.

3. Please refer to the contractual provisions and their content as follows (references are to the related Articles of the General Terms and Conditions):

   Article 1 – General provisions

Article 2 – Representation of the project partnership, liability and obligations of the Lead Partner

Article 3 – Rights and obligations of the Managing Authority

Article 4 – Project Reports and Applications for Reimbursement

Article 5 – Payment of the EU contribution to the Lead Partner

Article 6 – Procurement rules

Article 7 – Information and publicity

Article 8 – Ownership/use of results

Article 9 – Audit rights

Article 10 – Irregularities

Article 11 – Right of withdrawal, cancellation, repayment and suspension of reimbursement

Article 12 – Assignment, legal succession

Article 13 – Amendments to the Contract and other project changes

Article 14 – Force majeure

Article 15 – Conflict of interests and good conduct

Article 16 – Confidentiality, data protection

4. The full list of Annexes to this Contract is the following:

Annex I – General Terms and Conditions in force as published on the official Programme website

Annex II – Finalised Project Form

Annex III – Partnership Agreement

Annex IV – List of documents to be retained

Annex V – Applicable project specific State aid rules

5. The Annexes to this Contract are binding and form an integral part of the Subsidy Contract.

Article 8
Concluding provisions

1. If any provision in this Contract should be entirely or partly ineffective, the remaining provisions remain binding for the Parties. The Parties to the Contract undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective provision.

2. The Parties to this Contract shall use their best efforts to amicably settle any dispute arising between them during the implementation of this Contract. To that end, they shall communicate their positions and any solution that they consider possible in writing, and meet each other at either's request. The Lead Partner and the Managing Authority shall reply to a request sent for an amicable settlement within 30 calendar days. Once this period has expired, or if the attempt to reach amicable settlement has not produced an agreement within 120 calendar days of the first

request, the Lead Partner or the Managing Authority may notify the other Party that it considers the procedure to have failed.

3. The present Contract is governed by Hungarian law, Hungary being the country of the Managing Authority; all matters not regulated in the Contract are subject to the legal understanding laid down in the Hungarian Civil Code (Act V. of 2013). In case of differences that are not ruled by the present Contract, the Parties agree to find an amicable and mutually acceptable solution. If the Parties fail to do so, all disputes arising in connection with the Subsidy Contract shall be settled by the Buda Central District Court.

4. The present Contract is concluded in English language. In case of translation of the present Contract and of its Annexes into another language, the English version shall prevail.

5. The Lead Partner duly consents to the fact that the Data Controllers (Ministry of Foreign Affairs and Trade acting as Managing Authority and Széchenyi Programme Office Nonprofit LLC. hosting the Joint Secretariat) will manage all the personal data included in the Project and provided in the contracting or project implementation phase, in line with Regulation (EU) 2016/679 (the GDPR).

6. By signing the present Contract the Lead Partner acknowledges that they have understood all conditions governing the subsidy and that they accept the rules of both the Subsidy Contract and the General Terms and Conditions.

7. Provisions on modification of the present Contract are regulated in the General Terms and Conditions.

8. The present Contract is signed in as many original copies as many Partners are in the Project plus three original copies. Two original copies are to be returned to the Joint Secretariat (out of which one copy will be sent to the Managing Authority by the Joint Secretariat). The Lead Partner is to provide one original Contract and its Annexes to each Partners and one additional to the Ukrainian Partner for the purpose of the state registration of the project.

9. The Subsidy Contract enters into force on the date of signature by the last of both Parties. The Lead Partner undertakes to sign the Contract within 30 calendar days from the date of its reception from the Managing Authority.

10. The present Contract shall remain in force until the Lead Partner has discharged in full its obligations arising from the Subsidy Contract towards the Managing Authority, i.e. as long as any duties linked to the EU funding might be claimed.

Place and date:

Košice, 02.06.2025

Lead Partner
represented by

Mr. Radovan Hužvík
Director
Statutory representative

Place and date:

Budapest, 30/05/2025

Managing Authority
represented by

Ms. Nikoletta Horváth
Deputy Head of the Managing Authority

Külgazdasági és Külügyminisztérium
Ministry of Foreign Affairs and Trade of Hungary
65-1.

Place and date:

Košice, 02.06.2025

Lead Partner
represented by

Mr. Mikan Škorupa
Statutory representative

IDS Východ, s.r.o.
Turgenevova 36
040 01 Košice
IČO 526 817 34
IČ DPH SK 212 110 4293

Interreg Co-funded by the European Union

NEXT Hungary – Slovakia – Romania – Ukraine

ANNEX I – GENERAL TERMS AND CONDITIONS IN FORCE AS PUBLISHED ON THE OFFICIAL PROGRAMME WEBSITE

Annex I. of the Subsidy Contract

GENERAL TERMS AND CONDITIONS
governing the use of the EU contribution
received in the frame of the
Subsidy Contract for European Union contribution

Article 1

General Provisions

1. The provisions of the "General Terms and Conditions" shall, as an annex, form an integral part of the Subsidy Contract ("Contract") signed by the Managing Authority of Interreg VI-A NEXT Hungary Slovakia Romania Ukraine 2021-2027 Programme ("Managing Authority") and the Lead Partner.

2. All correspondence with the Managing Authority / Joint Secretariat under the Contract must be in English language, has to indicate the ID and the acronym of the Project and has to be sent to the following address:

   Széchenyi Programme Office Limited Liability Company
   Joint Secretariat of the Interreg VI-A NEXT Hungary-Slovakia-Romania-Ukraine
   Szép u. 2, floor IV.
   H-1053 Budapest
   info@next.huskroua-cbc.eu

3. All correspondence with the Lead Partner under the Contract must be in English language and has to indicate the ID and the acronym of the Project.

4. Any change of headquarters and of contact details shall be notified to the other Party within fifteen calendar days following the change of address/contact.

Article 2
Representation of the project partnership, liability and obligations of the Lead Partner

1. The Partnership (represented by Lead Partner) is awarded the subsidy based on the terms and conditions set out in the Contract which consists of the Contract text, the present General Terms and Conditions and the Annexes, which the Lead Partner hereby declares it has all noted and accepted. The Lead Partner accepts the subsidy and undertakes to carry out the Project under its own responsibility.

2. The Lead Partner shall act in partnership with one or more Partner organisation(s) as identified in the description of the Project. Partners take part in the implementation of the Project, and their expenditures incurred are eligible in the same way as those incurred by the Lead Partner.

3. The Lead Partner guarantees that it is entitled to represent all Partners participating in the Project.

4. In order to lay down the arrangements for its relations with the Partners the Lead Partner as defined in the Preamble of the Subsidy Contract for the EU contribution (hereinafter referred to as the Contract) is responsible to conclude a Partnership Agreement with them. In line with Article 26 of the Interreg Regulation the Partnership Agreement shall comprise provisions that, *inter alia*, guarantee the sound financial management of the respective Union funds allocated to the Interreg operation, including the arrangements for recovering amounts unduly paid.

5. The Lead Partner represents the partnership as defined in the Partnership Agreement and is the only direct contact between the Project and the programme management bodies, mainly the Managing Authority, the Joint Secretariat, the Audit Authority. The Lead Partner shall be responsible for ensuring the implementation of the entire Project. To this end, the Lead Partner shall coordinate the implementation of the Project in due time according to the provisions of the Contract and of the national and European legislation, and shall undertake among others:

   a) to co-ordinate the start of the Project as set in Article 3.1 of the Contract;

   b) to co-ordinate the implementation of the Project according to the time schedule agreed upon in the Contract and in the finalised Project Form, and to monitor that the Project is implemented in accordance with the Contract;

   c) to guarantee the sound financial management of the funds allocated to the Project, including the arrangements for recovering amounts unduly paid;

   d) to meet the reporting requirements by using the INTERREG+ system and to ensure any other documentation as well as IT security and data protection related obligations;

   e) to be the intermediary for all communications between the Partners and the Managing Authority; where information from the Partners is required, the Lead Partner shall be responsible for obtaining, verifying and consolidating this information before forwarding it to the Managing Authority; any information provided, as well as any request communicated by the Lead Partner to the Managing Authority shall be deemed to have been forwarded in agreement with all Partners;

   f) to ensure that the expenditure presented by all Partners has been paid in implementing the Project and that it corresponds to the activities agreed between the Partners and indicated in the Project as registered in the INTERREG+ system;

   g) to collect documents and information from the Partners in order to present Project Reports and Applications for Reimbursement;

   h) to inform the Joint Secretariat immediately in written form if the project budget has to be changed, if the Partners, the project objectives or the activity plan on which the present Contract is based on have to be changed, or if one of the reimbursement conditions cannot be fulfilled, or if circumstances arise which entitle the Managing Authority to reduce or recover the EU contribution (entirely or partly);

   i) to comply with EU regulations as referred to in the preamble of the Contract, and with the relevant national legislation for the whole partnership, with special regard to public procurement, State aid, publicity, furthermore rules on sustainable development and equal opportunities;

   j) to be the sole recipient, on behalf of all Partners, of the payments of the Managing Authority;

k) to transfer the EU contribution to the other Partners correctly and in full, within the timeframe agreed in the Partnership Agreement; no amount shall be deducted or withheld and no specific charge or other charge with equivalent effect shall be levied that would reduce that amount for the other Partners (i.e. fees of these transactions shall be paid by the Lead Partner); in case of a claim for repayment from the Managing Authority, the Lead Partner cannot exculpate itself with the argument of the transfer of the funds;

l) to maintain separate accounting for project implementation purposes according to the rules of Eligibility of expenditures ;

m) be responsible in the event of audits, checks, monitoring or evaluations, as described in Article 9 of this General Terms and Conditions, for providing all the necessary documents, including the invoices of the Partners and copies of the relevant supporting documents;

n) to ensure the sustainability of the project results; and

o) to not delegate any of, or part of these tasks to the Partners or other entities;

6. The Lead Partner is liable towards the Managing Authority to ensure that all Partners have a legal status, that they have capacity to manage the operation, that they observe the rules for implementation of the Project. Moreover, the Lead Partner is liable towards the Managing Authority to ensure that all Partners fulfil their obligations under the Contract.

7. The Lead Partner takes full responsibility for the damages caused to third parties from its own fault during the implementation of the Project. The Managing Authority has no responsibility for the damages caused to third parties as a result of executing the Contract, therefore the Managing Authority cannot accept any claim for compensation or increases in payment in connection to such damages.

8. The Lead Partner is liable towards the Managing Authority for ensuring that the Partners fulfil their obligations under the Contract. It is also liable towards the Managing Authority for any breach of obligations under this Project by its Partners, in the same way as for its own conduct.

Article 3
Rights and obligations of the Managing Authority

1. The Managing Authority has the obligation to support the Lead Partner by providing necessary information and clarifications for the implementation of the Project.

2. The Managing Authority has the obligation to inform the Lead Partner regarding the reports, conclusions and recommendations made by the European Commission which may affect the implementation of the Contract.

3. In addition and without prejudice to its right to terminate the Contract pursuant to Article 11 of the General Terms and Conditions, if the Project is implemented poorly or partially – and therefore not in accordance with the description of the Project in Annex II – or is implemented late, the Managing Authority may, by a duly reasoned decision and after allowing the Lead Partner to submit its observations, reduce the initial amount of subsidy in line with the actual implementation of the Project and in accordance with the terms of the Contract. This applies as

well with regards to the compliance with the visibility obligations set out in Article 7 of the General Terms and Conditions.

4. In case of n+3 decommitment resulting from underspending compared to the spending forecast, the Managing Authority is entitled to decommit the Project by reducing the original project budget and the corresponding EU contribution. In case of a decision on the decommitment of the Project, the Managing Authority initiates the amendment of the Contract. The modification of the Contract in case of decommitment at project level shall take the form of a decision of the Managing Authority, which will be notified to the Lead Partner, and which becomes part of the Contract. In case of a decision on the decommitment of the Project, the Lead Partner shall submit a revised budget and application, reflecting the decommitment, within two weeks following the receipt of the notification from the Managing Authority. In case of failure to respect the deadline, the decommitment shall be applied proportionally to all budgetary lines.

5. In case one of the obligations of the Lead Partner is not fulfilled, the Managing Authority may suspend the execution of the Contract.

6. In case of suspending the Contract, the Managing Authority shall notify the Lead Partner regarding this decision, the duration of the suspension period, the proposed corrective measures and the related financial measures. The Managing Authority shall also notify the Lead Partner if the suspension period is cancelled prior to the initially set deadline.

7. The Managing Authority may compensate the amount of reclaim of the same Partner receiving financial support in different projects during reimbursement.

Article 4
Project Reports and Applications for Reimbursement

1. The Lead Partner receives the reimbursement based on the submitted and approved Application for Reimbursement.

2. The Lead Partner can only submit an Application for Reimbursement to the Joint Secretariat if it is accompanied by proof of progress of the Project. Therefore, the Lead Partner has to submit a Report (meaning Project Report or Final Project Report) alongside each Application for Reimbursement, consisting of the description of the activities carried out and their outputs and results during the reporting period, further consisting of a financial report presenting the financial progress of the Project compared to the finalised Project Form. Even if no expenditures were incurred in a reporting period, the Project Report (and the Final Project Report) shall be submitted in due time to the Joint Secretariat.

3. The Lead Partner has to submit the Project Report and the Application for Reimbursement for each four-month reporting period from the project starting date indicated in Article 3.1 of the Contract. The Reports and the Applications for Reimbursement have to be submitted to the Joint Secretariat within 90 calendar days from the end date of each reporting period (and 100 calendar days from the end date of the final reporting period), as detailed in the Project Implementation Manual. The Project Report and the Application for Reimbursement together with the supporting documents shall be submitted electronically, via the INTERREG+ system.

4. The reporting periods and the actual deadlines for submission are indicated in Article 5.1 of the Subsidy Contract. In case a modification is needed in the reporting periods, it is not necessary to modify the Contract, but the Lead Partner shall submit a notification to the Joint Secretariat with justification after consultation with the project partnership. Detailed rules regarding the modification of reporting deadlines are described in the Project Implementation Manual. Additional obligatory deadlines to submit an Application for Reimbursement may be set by the Managing Authority in order to avoid decommitment of EU contribution at programme level.

5. As general rule, the First Project Report and Application for Reimbursement have to cover the preparation costs[1] of the Project, as well as the first reporting period as indicated in Article 5.1 of the Subsidy Contract. As a general rule, only budget headings foreseen in the finalised Project Form and only Partners involved according to the finalised Project Form[2] can be considered for Application for Reimbursement[3].

6. The Final Project Report and Application for Reimbursement have to be submitted to the Joint Secretariat within 100 calendar days after the end date of the Project as indicated in Article 3.2 of the Contract.

7. The language of each Project Report, including the Final Report, is English. The forms and tools of the Report, Application for Reimbursement and the Declaration on Verification of Expenditure are defined for the Programme and are obligatory to use. The Lead Partner has to complete and submit the Project Reports and the Application for Reimbursement online, through the INTERREG+ system used for the Programme. Access to the system is only permitted by means of an individual user name and password. Further rules on reporting are set in the Project Implementation Manual.

8. The Application for Reimbursement submitted by the Lead Partner shall contain only verified expenditure and shall be supported by the Declarations on Verification of Expenditure issued by the identified Control Bodies. Therefore, each Partner receiving financial support has the obligation to ensure that its expenditures are checked and verified by the Control Body from the state on whose territory it is located, before the Application for Reimbursement is submitted. The Lead Partner shall ensure that the expenditure presented by the Partners has been incurred for the purpose of implementing the Project and that it corresponds to the activities agreed between the Partners as described in the finalised Project Form. Partners receiving financial support shall submit a Project Partner Report also in case there were no costs incurred in their project part in a given reporting period. Finally, Partners not receiving financial support shall submit their project partner reports to the related Control Body on their activities in the given reporting period.

9. In case the Declarations on Verification of Expenditure are not available for each Partner for a given reporting period, the Lead Partner shall submit the Application for Reimbursement on the

[1] Preparation costs are reimbursed as real costs.

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

[3] Only in duly justified cases and with prior acceptance of the Managing Authority can additional budget lines or Partners be considered for an Application for Reimbursement.

basis of the Declarations on Verification of Expenditure available for the reporting deadline. The Application for Reimbursement shall contain also those Declarations on Verification of Expenditure, which have zero amount. The expenditures of the Partners receiving financial support not verified for the given reporting period within the deadline can be reported in a further reporting period [4].

10. The Lead Partner shall submit the Application for Reimbursement in EUR, based on the Declarations on Verification of Expenditure issued in EUR by the identified Control Bodies of the Partners.

11. Partners from Partner Countries which have not adopted the EUR as their currency shall convert into EUR the amounts of expenditure incurred in national currency before submission for verification to the responsible Control Body of the Partner Countries. The expenditures shall be converted into EUR using the monthly accounting exchange rate of the European Commission (INFOREURO) in force in the month in which the expenditure is submitted by the Partner to the Control Body[5].

12. The exchange rate risk is borne by the Lead Partner or Partner concerned.

13. In order to monitor the progress of the Project, the Lead Partner has to provide an updated spending forecast of the Project when requested by the Joint Secretariat or by the Managing Authority.

14. The Lead Partner, upon request by the Joint Secretariat, shall submit Project Follow-up Reports proving the sustenance of the project outputs. Details about the content and submission of Follow-up Reports are regulated in the Project Implementation Manual.

15. The Lead Partner has to provide immediate information to the Joint Secretariat about circumstances which delay, hinder or make impossible the implementation of the Project, as well as about any circumstances which represent a change of the reimbursement conditions and frameworks as laid down in the Contract or which entitle the Managing Authority to reduce or recover the EU contribution entirely 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 and results moreover by achieving at least 80 per cent of the quantifiable outputs, or if the Project cannot or could not be implemented in due time. As a general rule, however, the Lead Partner has to adhere to the rules and procedures for requesting project changes, which are defined in the Project Implementation Manual.

16. In case the Project cannot be implemented in line with the time schedule determined in the finalised Project Form contained in Annex II of the Contract, as well as in line with the spending forecast specified in Point 13 of the present Article, the fact has to be reported immediately to the Joint Secretariat. At the same time the underspending does not exempt the Project from possible n+3 decommitment consequences.

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[4] See exception related to preparation costs in point 5.

[5] The monthly exchange rates of the European Commission are available at the website of the European Commission: http://ec.europa.eu/budget/inforeuro.

Article 5
Payment of the EU contribution to the Lead Partner

1. As a general rule, the payment of EU contribution to the Lead Partner will be initiated after the verification and acceptance of the Project Report and of its annexes, the Application for Reimbursement and the Declarations on Verification of Expenditure. An exception from the above-mentioned rule is the EU advance, which is paid according to the Subsidy Contract.

2. The Lead Partner may be requested a completion of the Project Report and of the Application for Reimbursement during the approval process by the Joint Secretariat. After the second unsuccessful request/notice for completion, the Project Report and the Application for Reimbursement may be rejected.

3. In case the Final Project Report and the Application for Reimbursement are rejected, the Lead Partner shall be informed about the possible/applied sanctions (e.g. suspension of the last payment, repayment of subsidy, withdrawal from the Contract).

4. If the Project Report contains ineligible expenditure, the amount of these shall be deducted from the Application for Reimbursement. In this case, as a general rule, the Lead Partner shall re-compile and re-submit the Application for Reimbursement to the Joint Secretariat. For this reason, as a general rule, the relevant Declarations on Verification of Expenditure may be modified by the relevant Control Body.

5. Following the approval of the Final Project Report and after the last payment of EU contribution the Joint Secretariat initiates the financial closing of the Project in the INTERREG+ system. Financial closing cannot be initiated in case other processes related to the Project are not closed, such as irregularity and recovery procedures.

6. After the final payment to the Lead Partner, the Project is considered closed and the Lead Partner is informed about the closure. While the Project is considered closed, audits might be carried out during the programme period and/or within the timeframe stipulated in Article 82 (1) of the CPR and further detailed in the Project Implementation Manual. During this period, irregularity procedures and repayments can be initiated related to the Project.

7. The payment of EU contribution will be transferred by the Managing Authority in the timeframe mentioned in point 1.b of Article 74 of the CPR. In case the EU contribution balance of the programme single bank account handled by the Managing Authority does not cover the amount to be paid, the payment process will be suspended until the transfer of the EU contribution from the European Commission is credited to the programme single bank account.

8. The Lead Partner has to officially notify the Joint Secretariat in written form in case of a change of the separate project bank account within 15 calendar days or with the submission of the Application for Reimbursement at the latest. In case the Lead Partner fails to properly inform the Joint Secretariat on the details of its separate bank account, all consequences, including those of financial nature, shall be borne by the Lead Partner.

9. The Lead Partner is responsible for transferring the EU contribution to those Partners which receive financial support according to the approved Application for Reimbursement, within the

timeframe agreed in the signed Partnership Agreement, and without any deduction, retention or further specific charge from the EU contribution amounts due.

10. Bank statements proving the management of the separate project bank account and the transfer of funds from the Lead Partner to those Partners which receive financial support have to be presented to the Joint Secretariat attached to the subsequent Project Report. Bank statements proving that the Lead Partner has transferred to the Partners(s) the EU contribution approved in the Final Project Report must be submitted to the Joint Secretariat within 14 calendar days from the transfer.

Article 6
Procurement rules

1. The projects contracted under the Programme have to manage the procurement of services, supplies / goods / equipment and works in accordance with procurement rules. These rules are different, depending on the location of the affected partners.

   In case of the partners from Member State the main rules are the followings:

   - the selection procedure must be in line with latest EU, Programme or national public procurement rules, depending on the type of entities and net amount contracted.
   - For expenditures where no public procurement procedure is required the rules of the relevant chapter of the Eligibility of expenditures has to be followed.

   In case of Ukrainian partners rules mentioned in Appendix A of Eligibility of expenditures are relevant.

   In both cases, the documents relating to the implemented procurements have to be submitted to the relevant Control Body for check in the frame of the Project Partner Report.

2. Documents which should be submitted to support the verification of costs related to procurements are listed in the Project Implementation Manual / Eligibility of expenditures and in relevant national guidelines on Reporting (if any).

3. Lead Partners / Partners shall also follow all procurement rules defined in detail in the Project Implementation Manual, in the Eligibility of expenditures and in the manuals relating to national level procedures.

Article 7
Information and publicity

1. With respect to Article 36 (4) of the Interreg Regulation, the Lead Partner undertakes to fulfil the information and publicity measures set out in the Visibility Manual, with the aim of promoting the fact that co-financing is provided from EU contribution available under the Interreg VI-A NEXT Hungary Slovakia Romania Ukraine 2021-2027 Programme, furthermore it undertakes to ensure the adequate promotion of the Project.

2. The Lead Partner shall ensure that all project official communication (e.g. any notice, publication, website or project event, including conferences or seminars) specifies that the Project has received funding from the EU within the framework of the Interreg VI-A NEXT Hungary Slovakia Romania Ukraine 2021-2027 Programme, by following the instructions detailed in the Visibility Manual.

3. The Managing Authority / Joint Secretariat shall be authorised to publish, in any kind of form and on or by any kind of medium the following pieces of information:
   a) the title and the acronym of the Project;
   b) the name of the Lead Partner and of the Partners;
   c) the total budget of the Project, the amount of subsidy and the EU co-financing rate;
   d) the name of the fund, the specific objective concerned and the type of intervention;
   e) the purpose of the EU contribution (i.e. the overall objective of the Project) and the expected or actual achievements;
   f) start date and (excepted or actual) date of completion;
   g) the geographical location of the Project and/or the location of the Lead Partner and the Partners;
   h) project results, evaluations and summaries;
   i) other information about the Project, if considered relevant, and all publicity material of the Project such as photographic and video content, news announcements etc.

4. The Lead Partner shall ensure the proper means of communication between the Project and the Programme, including:
   a) participation, whenever requested, in Lead Partner trainings organised by the Joint Secretariat;
   b) participation, whenever requested, in other events organised by the programme management bodies with the purpose of presenting / discussing / developing / sharing project results and creating synergies with other projects and relevant organisations;
   c) providing a visible link on the Project's website (if any), on the own official website (if any) and on the Partners' official websites (if any) to the official Programme website.

Article 8
Ownership/use of results

1. Based on Article 65 of the CPR, an operation comprising investment in infrastructure or productive investment shall repay the contribution from the funds if within five years of the final payment to the Partner(s), or within the period of time set out in State aid rules where applicable, the operation is subject to any of the following:
   a) a cessation or transfer of a productive activity outside the NUTS level 2 region in which it received support;

b) a change in ownership of an item of infrastructure which gives to a firm or a public body an undue advantage;

c) a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives.

In line with Article 65 of the CPR repayment due to non-compliance with this Point shall be made in proportion to the period of non-compliance.

2. The Lead Partner is obliged to notify the Joint Secretariat of any such changes described beforehand.

3. Any results or rights related to the Project, including author's rights and/or any other intellectual or industrial property rights, obtained from the implementation or as a result of the implementation of the Contract (except the cases where such rights exist before the Contract) shall represent the property of the Lead Partner and the Partners, as the case may be.

4. The Lead Partner and the Partners cannot mortgage or impose any other form of bank guarantee on the goods purchased from the financing throughout the implementation period of the Project and five years after the date of the final payment to the Lead Partner.

5. 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 Partners. Leasing, handing over or transferring the rights of use of the outputs of the Project is only possible with the prior written consent of the Managing Authority and only in case if all the rights and obligations following from the Contract and connected to the subject of matter will be transferred to the new party.

6. The use of the results of the Project can be checked by the Managing Authority / Joint Secretariat. Widespread publicity of such results shall be ensured by the Lead Partner in order to make them available to the public.

7. Without prejudice to Point 6 above, the Lead Partner grants the Managing Authority (and the European Commission) the right to use freely and as it sees fit, and in particular, to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium all documents deriving from the Project whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.

Article 9
Audit rights

1. The responsible auditing bodies of the EU and, within their responsibility, the auditing bodies of the Partner Countries, as well as the Audit Authority, the Managing Authority, the Joint Secretariat of the Programme are entitled to audit the proper use of funds by the Lead Partner and by the Partners or to arrange for such an audit to be carried out by authorised persons.

2. The Lead Partner shall produce all documents required for the audit, provide necessary information and give access to its business premises. The Lead Partner is obliged to retain for audit purposes all files, documents and data about the Project for at least until the time as

specified in Article 82 (1) of the CPR and further detailed in the Project Implementation Manual. Documents to be retained are listed in Annex IV of the Subsidy Contract.

3. The identified Control Bodies are entitled to carry out on-the-spot checks as part of their verification activities, while the Joint Secretariat or the Managing Authority are entitled to carry out monitoring visits in order to inspect the progress of the Project from a professional point of view, both at the premises of the Lead Partner and of the Partners, and at the location of the project activities.

4. The Lead Partner is obliged to guarantee the fulfilment of the above stipulated duties in relation to all other Partners as well.

5. Observing the recommendations received after an audit must be ensured by the Lead Partner and the Partners, otherwise the Managing Authority has the right to terminate the Subsidy Contract.

6. The Lead Partner shall keep accurate and regular accounts of the implementation of the Project using an appropriate accounting and double-entry book-keeping system. The accounts:
   a) may be an integrated part of or an adjunct to the organisation's regular system;
   b) shall comply with the accounting and bookkeeping policies and rules that apply in the country concerned;
   c) shall enable income and expenditure relating to the Project to be easily traced, identified and verified.

7. The Lead Partner shall ensure that the financial section of any Project Report as required in the Project Implementation Manual of the Programme can be properly and easily reconciled to the accounting and bookkeeping system and to the underlying accounting and other relevant records. For this purpose, the Lead Partner shall prepare and keep appropriate reconciliations, supporting schedules, analyses and breakdowns for inspection and verification.

8. The Lead Partner shall allow verifications/audits to be carried out by the Managing Authority, the National Authority, the Audit Authority and members of the Group of Auditors, the European Commission, the European Anti-Fraud Office, the AFCOS in Member States and the anti-fraud body identified by Ukraine, the European Court of Auditors and any external auditor authorised by any of these bodies. The Lead Partner has to take all steps to facilitate their work.

9. The Lead Partner shall allow the above entities to:
   a) access the sites and locations at which the Project is implemented;
   b) examine its accounting and information systems, documents and databases concerning the technical and financial management of the Project;
   c) take copies of documents;
   d) carry out on the-spot-checks;
   e) conduct a full audit on the basis of all accounting documents and any other document relevant to the financing of the Project.

10. Additionally the European Anti-Fraud Office and the other above-mentioned anti-fraud agencies shall be allowed to carry out on-the-spot checks and inspections in accordance with the procedures laid down by the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities, as well as the Financing Agreement between the European Commission, Hungary and Ukraine. Where appropriate, the findings may lead to recovery by the European Commission.

11. Access given to agents/employees/subcontractors of the above-mentioned bodies carrying out verifications/audits as provided for by this Article shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject.

12. Each Partner receiving financial support shall keep all records, accounting and supporting documents related to the Contract for five years following 31 December of the year in which the last payment is made to the Lead Partner, and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been disposed of.

13. The records, accounting and supporting documents shall be easily accessible and filed so as to facilitate their examination.

14. All the supporting documents shall be available either in the original form, including in electronic form, or in duly justified cases as a copy.

15. If the Managing Authority or the European Commission carries out an interim or ex post evaluation or a monitoring mission, the Lead Partner shall undertake to provide it and/or the persons authorised by it with the documents or information necessary for the evaluation or monitoring mission.

16. Failure to comply with the obligations set forth in this Article constitutes a case of breach of a substantial obligation under this Contract. In this case, the Managing Authority may in particular suspend the Contract, approval of a Project Report, payments or the time-limit for a payment, terminate the Contract and reduce the subsidy.

Article 10
Irregularities

1. The Managing Authority shall show zero tolerance to any suspected cases of fraud and shall take all necessary measures to prevent and correct such cases.

2. In case of irregularities identified during project implementation the Managing Authority reserves the right to claim the repayment of the EU contribution in full or in part from the Lead Partner, and has the right to reduce the amount of the EU contribution awarded. In case an irregularity is committed, the Managing Authority shall impose on the Lead Partner all the necessary measures for the elimination or diminishing of the consequences on the implementation of the Project.

3. Based on the above, the Lead Partner is always responsible for securing the repayment of the EU contribution unduly paid to the Project, even if the irregularity was committed by one of the other Partners.

4. If another Partner, receiving financial support, commits an irregularity, the Lead Partner – after having received the notice on repayment – is obliged to request the amount unduly paid from the Partner concerned and has to repay it to the Managing Authority within the deadline for the repayment set in Article 11.3 of the General Terms and Conditions. The Lead Partner shall exercise due diligence to ensure repayment.

5. If the Lead Partner does not succeed in securing the repayment from the Partner(s), within five calendar days from the end of the provided deadline the Lead Partner has to notify the Joint Secretariat and the Managing Authority and has to send proof of steps taken towards the Partner(s).

6. When the amount unduly paid has not been recovered by the Lead Partner – except the case when the Lead Partner makes all efforts to recover the amount from the affected Partner –, the Lead Partner shall remain responsible for the repayment.

Article 11
Right of withdrawal, cancellation, repayment and suspension of reimbursement

1. The Managing Authority is entitled to withdraw from the Contract and to demand the repayment of the EU contribution in full or in part if:

   a) the Lead Partner has obtained the EU contribution through false or incomplete statements to bodies/appointees of the European Commission, the Managing Authority or any other authorities involved in the implementation of the Programme; or if

   b) a precondition for the approval of the Project is no longer given, in particular if the compulsory cross-border Partner resigns from the Project and is not replaced in line with the provisions of Article 13 of the General Terms and Conditions; or if

   c) the Partnership Agreement concluded between the Partner organisations is no longer in force; or if

   d) the Lead Partner becomes insolvent or subject to bankruptcy proceedings; or if

   e) the Lead Partner is convicted of an offence concerning its professional conduct by a judgment which has the force of *'res iudicata'*, further if it is guilty of grave professional misconduct proven by any means which the Managing Authority/National Authority can justify; or if

   f) the Lead Partner does not fulfil its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the national legal provisions; or if

   g) the Lead Partner becomes the subject of a judgment which has the force of *'res iudicata'* for fraud, for corruption, for severe breach of contract in connection to obligations stemming from public procurement rules or from rules governing the use of EU funding or national subsidies, for involvement in a criminal organisation or for any other illegal activity detrimental to the EU's financial interests; or if

   h) the Lead Partner becomes guilty of misrepresentation in supplying the information required by the Managing Authority or in failing to provide requested information; or

   i) in case of established irregularities; or if

j) the Lead Partner fails to fulfil a condition or an obligation resulting from the Contract, in particular if

k) the Lead Partner fails to submit a Project Report and Application for Reimbursement within the reporting deadline;

l) the Lead Partner repeatedly fails to submit Project Follow-up Reports, if applicable; or if

m) the Lead Partner fails to sustain the results of the Project as defined in Article 8 of the General Terms and Conditions; or if

n) the Project has not been or cannot be fully implemented by carrying out the planned activities and results moreover by achieving at least 80 per cent of the quantifiable outputs, or if the Project cannot or could not be implemented in due time; or if

o) the Lead Partner fails to, within seven calendar days, provide information about circumstances that delay, hinder or make impossible the implementation of the Project, as well as about any circumstances that represent a change of the reimbursement conditions and frameworks as laid down in the present Contract or which entitle the Managing Authority to reduce or demand repayment of the EU contribution entirely or in part; or if

p) the regulations of EU- and national law (including provisions concerning public procurement rules, State aid rules, publicity rules, rules on environmental protection and rules on equal opportunities) have been infringed; or if

q) the Lead Partner has impeded or prevented the auditing of the Project or failed to retain the project documentation as referred to in Article 9 of the General Terms and Conditions; or if

r) the EU contribution awarded has been partially or entirely misapplied for purposes other than those agreed upon; or if

s) it has been impossible to verify that the Final Project Report is correct and thus the eligibility of the Project for funding from the Programme cannot be verified.

2. Based on Article 36 (6) of the Interreg Regulation, The Managing Authority may, taking into account the principle of proportionality, cancel up to 2 per cent of the EU contribution in case a Partner, including the Lead Partner, does not comply with its information and publicity obligations under Article 47 of the CPR or Article 36 (4) and (5) of the Interreg Regulation.

3. If the Managing Authority sends a request for repayment for the amount of EU contribution paid unduly, the Lead Partner is obliged to secure repayments from the Partner(s) concerned and has to repay the amount specified by the Managing Authority before the due date. The repayment by the Lead Partner is due within 60 calendar days following the receipt date of the request for repayment. Any delay in effecting repayment may give rise to interest on late payment, starting on the due date and ending on the date of actual payment. The rate of the 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 first working day of the month in which the due date falls.

4. The Managing Authority has the right to recover the amounts specified in the request for repayment by deducting them from the transferable amount of the approved Application for Reimbursement.

5. Bank charges incurred by the repayment of amounts due to the Managing Authority shall be borne entirely by the Lead Partner and/or the Partners.

6. The Lead Partner is entitled to exercise the right of withdrawal if the implementation of the Project becomes impossible due to circumstances independent from the Lead Partner. In this case, the Lead Partner shall repay the whole amount of EU contribution transferred within two months from the date of notifying the Managing Authority on the withdrawal from the Contract. In case of late payment, interest on late payment may be charged according to Point 3 above.

7. The Managing Authority may decide to suspend the reimbursement of the EU contribution if the provisions laid down in the Memorandum of Understanding are not respected by the Partner States. The Lead Partner shall be informed on the suspension.

8. In case of observations and/or reservations raised by the European Commission regarding the Description of the Management and Control System of the Interreg VI-A NEXT Hungary Slovakia Romania Ukraine 2021-2027 Programme or in case of a system error detected, the Managing Authority has the right to temporarily withhold payments to a particular Partners or the Project as a whole. Payment suspension(s) shall be lifted as soon as observations and/or reservations raised by the European Commission have been withdrawn and the Managing Authority has received sufficient evidence on the solution of the systemic error(s) detected. In case the European Commission takes the decision of interrupting or totally suspending the funds, the Managing Authority may terminate the Contract.

9. Any breach of the provisions of the Contract may result in the termination of the Contract by the Managing Authority.

10. The present Contract may also be terminated by written mutual agreement of the Parties.

11. The Managing Authority has the right to terminate the Contract, without any notice, if the European Commission withdraws the financing of the Project. In this case Managing Authority is not obliged to pay any compensation to Lead Partner.

12. If termination takes effect before the entire amount of the subsidy is paid to the Lead Partner, the payments will cease and the Managing Authority will not consider further requests from the Lead Partner for payment of the remaining part of the amount.

13. A contracting Party should notify the other Party fifteen calendar days after the decision on terminating the Contract is taken. The notification should be in writing and should contain the reasons and justifications for the decision.

14. In exceptional and duly justified cases, including the occurrence of force majeure, the Managing Authority may decide on terminating the Contract by a written notification.

Article 12
Assignment, legal succession

1. The Managing Authority is entitled at any time to assign its rights under the Contract. In case of assignment the Managing Authority will inform the Lead Partner without delay.

2. The Lead Partner is allowed to assign its duties and rights under the Contract only after prior decision of the Monitoring Committee and written consent of the Managing Authority.

3. In case of legal succession the Parties are obliged to transfer all duties under the Contract to the legal successor. The Parties shall notify each other about any change beforehand. In case of legal succession affecting the Lead Partner or a Partner, the Lead Partner shall notify the Joint Secretariat beforehand. In case of legal succession – as all duties under the present Contract are transferred to the legal successor – the Contract shall be modified.

Article 13
Amendments to the Contract and other project changes

1. Deviations from any aspect of project implementation defined in the Contract and its Annexes have to be reported by the Lead Partner to the Joint Secretariat in order to seek written approval for changes. Modifications to the Project can also be initiated by the Managing Authority / Joint Secretariat, if deemed necessary.

2. Amendments to the Contract, including its Annexes, must be in written form.

3. The amendment may not have the purpose or the effect of making changes to the Contract which would call into question the subsidy award decision or be contrary to the equal treatment of applicants.

4. Any amendment to the Contract has to respect the detailed rules laid down in the Project Implementation Manual in force regarding each case of contract modification or other changes in the Project.

5. Any request for a modification of the Contract (except for the decommitment decision of the Managing Authority or legal succession of the Managing Authority) has to be justified and submitted by the Lead Partner to the Joint Secretariat in a written form, as regulated in the Project Implementation Manual. The Joint Secretariat will process the request for modification and will submit it for approval to the Managing Authority or the Monitoring Committee, according to the type of modification requested. The Lead Partner can be contacted if any further clarification of the submitted modification request or change in the Project is necessary.

6. The Addendum to the Subsidy Contract has to be signed by both Parties according to the approval of the Managing Authority / Monitoring Committee.

7. The Addendum to the Subsidy Contract enters into force on the date of signature by the last of the Parties. The date from which the changes contained in the Addendum shall be effective is to be explicitly identified in the text of the Addendum.

Article 14
Force majeure

1. Force majeure is any external event, unforeseeable, absolutely invincible and inevitable, occurred after the conclusion of present Contract, which prevents the execution of all or part of this

Contract. There are considered cases of force majeure: wars, natural calamities, general strikes, insurrections, revolts, epidemics, earthquakes, floods and other similar events that cannot be attributed to any Party of the Contract. Force majeure, established under the law, exonerates the Parties in case of failure to execute totally or partially the obligations under this Contract, as long as the force majeure is in force, and only if the other Party has been duly notified.

2. It is not considered to be force majeure if there is an event similar to those listed in Point 1 above that, without creating an impossibility of execution, makes the execution of the obligations very difficult for one of the Parties.

3. The Parties shall take all measures at their disposal to limit the consequences of force majeure.

4. The execution of the Contract may be suspended, from the occurrence of force majeure during the whole period of its duration.

5. The Party stating that there is a case of force majeure has the obligation to notify the other Party in five calendar days from the date of the case of force majeure, and has to prove the existence of the reality of this situation in fifteen calendar days. In case the force majeure situation discontinues, this fact must be notified to the other Party in five calendar days. The responsible Party will take all costs if the notification procedure is not observed.

6. In case the Contract must be suspended under this reason for a period longer than three months, the Managing Authority has the right to decide on the continuation / modification / termination of the Contract.

Article 15
Conflict of interests and good conduct

1. The Lead Partner shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.

2. Any conflict of interests which may arise during the performance of the Contract must be notified in writing to the Joint Secretariat without delay. In the event of such conflict, the Lead Partner shall immediately take all necessary steps to resolve it. The Joint Secretariat reserves the right to verify that the measures taken are appropriate, and may require additional measures to be taken if necessary.

3. The Lead Partner shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under the Contract, the Lead Partner shall replace, immediately and without compensation from the Managing Authority, any member of its staff in such a situation.

4. The Lead Partner shall respect human rights and applicable environmental legislation, including multilateral environmental agreements, as well as internationally agreed core labour standards.

Article 16
Confidentiality, data protection

1. The Managing Authority and the Lead Partner undertake to preserve the confidentiality of any information, notwithstanding its form, disclosed in writing or orally in relation to the implementation of the Contract and identified in writing as confidential until at least the end of the timeframe mentioned in Article 82 (1) of the CPR.

2. The Lead Partner shall not use confidential information for any aim other than fulfilling their obligations under the Contract, unless otherwise agreed with the Managing Authority.

3. The European Commission shall have access to all documents communicated to the Managing Authority and shall maintain the same level of confidentiality.

4. Any personal data will be processed in accordance with applicable national legislation solely for the purposes of the performance, management, monitoring and control of the Contract by the Managing Authority and the Joint Secretariat, and may also be passed to the bodies charged with monitoring or inspection tasks under European Union law.

5. The Lead Partner declares that it has informed the contact person of the Contract and all the employees affected by the procession of their personal data required for the performance of the Contract and of their rights under the General Data Protection Regulation, prior to the transfer of their personal data to the Managing Authority / Joint Secretariat. The Lead Partner shall ensure that the contact persons and all affected employees of the Project Partners have also been informed of the above. General information on data protection is available on the website of the Programme.

6. The Lead Partner shall limit access and use of personal data to that strictly necessary for the performance, management, monitoring and control of the Contract and shall adopt all appropriate technical and organisational security measures necessary to preserve the strictest confidentiality of and to limit access to this data.

7. In case natural, recognizable persons are depicted in a photograph or film produced in connection to the Project, the Lead Partner shall in the Final Project Report submit a statement of these persons giving their permissions for the use of their image. The above does not refer to neither photographs taken nor films shot in public places where random members of the public are identifiable only hypothetically, nor to public persons acting in their public activities.

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NEXT Hungary – Slovakia – Romania – Ukraine

ANNEX II – FINALISED PROJECT FORM

Project ID:	HUSKROUA/23/RS/3.1/047	Project acronym:	OTRACON SK-UA
Lead Partner:	IDS Východ, s.r.o., IDS vychod		



Interreg



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Project form

Title of the project	Optimal Transport Connections Via Border Harmonized by Transport Models SK-UA		
Priority	P3 - A cooperating border region		
Objective - Project type by scale	SO3.1 - Harmonious neighbourly relations through cooperation		
Type of action	3.1/RS - Harmonious neighbourly relations through cooperation - Regular scale (soft)		
Total budget			1 053 125,28 EUR
EU contribution			947 812,74 EUR
National contribution	29 802,71 EUR	Hungary	0,00 EUR
		Slovakia	29 802,71 EUR
		Romania	0,00 EUR
		Ukraine	0,00 EUR
Own contribution	75 509,83 EUR	Own public contribution	52 217,31 EUR
		Own private contribution	23 292,52 EUR
Start date of project	01/06/2025	End date of project	31/05/2027
	Duration of the project (in month)	24	

Project ID:	HUSKROUA/23/RS/3.1/047	Project acronym:	OTRACON SK-UA
Lead Partner:	IDS Východ, s.r.o., IDS vychod		

1. Project partnership

Role	Official name of the organization (in original language)	Country	NUTS III region or equivalent	NUTS V - settlement(s)
LP	IDS Východ, s.r.o.	Slovakia	Košický samosprávny kraj	Košice
P1	Instytut rozvytku Karpatskoho rehionu	Ukraine	Zakarpattia	Uzhorod
P2	Sluzhba vidnovlennia ta rozvytku infrastruktury u Zakarpatskii oblasti	Ukraine	Zakarpattia	Uzhhorod city

2. Project reporting periods

	From date	To date	Reporting deadline
1	01/06/2025	30/09/2025	29/12/2025
2	01/10/2025	31/01/2026	01/05/2026
3	01/02/2026	31/05/2026	29/08/2026
4	01/06/2026	30/09/2026	29/12/2026
5	01/10/2026	31/01/2027	01/05/2027
6	01/02/2027	31/05/2027	29/08/2027

3. Partner data

Lead Partner

General data of the partner

Official name in original language	IDS Východ, s.r.o.		
Official name in English	IDS vychod		
Abbreviated name	IDS		
Type of institution	Public bodies governed by public law		
Website	https://idsvychod.sk/		
Legal status	Public organization	Registry number	52681734
National tax number	2121104293	Community tax number	
Date of foundation	08/10/2019	Founder organisation	Košický samosprávny kraj, Prešovský samosprávny kraj

Project ID:	HUSKROUA/23/RS/3.1/047	Project acronym:	OTRACON SK-UA
Lead Partner:	IDS Východ, s.r.o., IDS vychod		

Address and contact information

Addresses of the Organization	Official address	Mailing address
Country	Slovakia	Slovakia
NUTS III or equivalent	Košický samosprávny kraj	Košický samosprávny kraj
Postal code	04001	04001
Settlement	Košice	Košice
Street, number, PO Box	Turgenevova 36, 04001 Košice-Juh	Bačíkova 7, budova 3025, 040 01, Košice

Legal representative of the organization		Contact person	
Title	Mr.	Title	Mr.
Name	Radovan Huzvik	Name	Jan Rozkos
Position	director	Position	analyst
Mobile phone		Mobile phone	
Office phone		Office phone	
E-mail	huzvik@idsvychod.sk	E-mail	rozkos@idsvychod.sk

Partner 1

General data of the partner

Official name in original language	Instytut rozvytku Karpatskoho rehionu		
Official name in English	Institute of Development of Carpathian Region		
Abbreviated name	IDCR		
Type of institution	Non-governmental, non profit organisation governed by private law		
Website	https://idcr.info/index.php		
Legal status	Private organization	Registry number	39490827
National tax number	39490827	Community tax number	
Date of foundation	01/01/2015	Founder organisation	

Address and contact information

Addresses of the Organization	Official address	Mailing address

Project ID:	HUSKROUA/23/RS/3.1/047	Project acronym:	OTRACON SK-UA
Lead Partner:	IDS Východ, s.r.o., IDS vychod		

Country	Ukraine	Ukraine
NUTS III or equivalent	Zakarpattia	Zakarpattia
Postal code	88000	88000
Settlement	Uzhorod	Uzhhorod
Street, number, PO Box	Hlentsa Street 10/4	Hlentsa st. 10.4, Uzhhorod

Legal representative of the organization		Contact person	
Title	Prof.	**Title**	Prof.
Name	Nataliya Kablak	**Name**	Nataliya Kablak
Position	Director	**Position**	Director
Mobile phone		**Mobile phone**	
Office phone		**Office phone**	
E-mail	idcr.ua@gmail.com	**E-mail**	nataliya.kablak@gmail.com

Partner 2

General data of the partner

Official name in original language	Sluzhba vidnovlennia ta rozvytku infrastruktury u Zakarpatskii oblasti		
Official name in English	Service for Restoration and Development of Infrastructure in Zakarpattia Oblast		
Abbreviated name	SRDIZ		
Type of institution	Regional non profit Public Organisation		
Website	https://zk.restoration.gov.ua/		
Legal status	Public organization	**Registry number**	25449824
National tax number	2307014600060	**Community tax number**	
Date of foundation	15/03/2002	**Founder organisation**	State Agency for Restoration and Infrastructure Development of Ukraine

Address and contact information

Addresses of the Organization	Official address	Mailing address
Country	Ukraine	Ukraine
NUTS III or equivalent	Zakarpattia	Zakarpattia

Project ID:	HUSKROUA/23/RS/3.1/047	Project acronym:	OTRACON SK-UA
Lead Partner:	IDS Východ, s.r.o., IDS vychod		

Postal code	88000	88000
Settlement	Uzhhorod city	Uzhorod
Street, number, PO Box	Sobranetska str. 39, Uzhhorod, Zakarpattia oblast, 88000	Sobranetska str. 39

Legal representative of the organization		**Contact person**	
Title	Mr.	**Title**	Mr.
Name	Yuriy Maksimenko	**Name**	Mykola Yasevych
Position	director	**Position**	manager
Mobile phone		**Mobile phone**	
Office phone		**Office phone**	
E-mail	info.zk@restoration.gov.ua	**E-mail**	yasevych.mm@restoration.gov.ua

4. Project Description

Overall objective

Overall objectives of the Project - What is the main objective of the project and how does it link to the overall programme goal? How does it contribute to the programme specific objective?
(maximum 500 characters)

To enhance the cross-border cooperation between UA and SK in the area of the transport. via optimalisation and harmonization of transport connections using Transport models (TM). Optimalisation of border crossing via TM meets the overall program goal. The transportation system is a key element that connects people, goods, services. The project supports the specific objective: it seeks to cooperate in planning border crossings for all modes of transport based on the results of the TM.

Project Summary - Please provide a short overview of the project, describing it in the style of a press release (please cover all the points below):
- A brief description of the project and what challenges it tackles;
- The expected achievements and change the project will make to the current situation;
- The expected results of your projects and who will benefit from them;
- The innovative element(s) of your project (approach, tools, form of cooperation, etc.)
(maximum 2 000 characters)

The unexpected increase in mobility in western UA after the start of the war conflict, when not only the population in the Transcarpathian region increased significantly, but also the transport of goods and services across the SK-UA border has seen an unprecedented intensity. It will be necessary from the level of both countries to respond with systemic measures based on reliable data and TM, which will be updated in a coordinated manner and harmonised in the proposed and assessed measures. A practical example would be the Preparation of design and estimate documentation at the feasibility study stage for construction object "Reconstruction of the motor road Solomonovo - V.Dobron-Yanoshi.
Challenge the project tackles is the harmonisation of TM on both sides using same approaches, methods and programmes and to identify optimal border crossings for all modes of transport.
The expected achievements:
-Reducing congestion and reducing travel time at border crossings;
-Reduced carbon footprint through the optimization of transportation routes;
-Reduced operational costs for transportation agencies through optimized resource allocation;
The expected results:
-optimised border crossings and traffic flow;
-efficient project preparation process in transport sector and related sectors in SK and UA;
-Improved public transit planning to enhance accessibility and encourage greater use of public transportation;
-Exchange of information on recent changes in the transport strategies of both countries;
-From the optimalization of border crossing will benefit: public, businesses and trade, tourism, transportation and logistics providers,etc.
Innovative approach: East SK and Transcarpathian region with their TM based on the same approach but respecting regional differences; forming a transport community in both region, they're able to share info & experience, to initiate projects after the project ends & secure mutual promotion for each other through media tools on their sites.

Project ID:	HUSKROUA/23/RS/3.1/047	Project acronym:	OTRACON SK-UA
Lead Partner:	IDS Východ, s.r.o., IDS vychod		

Specific objectives of the Project - Which are the specific objectives the project aims to achieve? Define max. 3 specific objectives of the project.
(maximum 2 000 characters)

Specific objectives of the Project

- Updating and harmonization of transport models of eastern Slovakia and western Ukraine and Harmonisation of the intentions of Slovakia and Ukraine in building transport infrastructure (road and rail).
- Variant assessment of the impact of the increase in mobility (with the planned reconstruction of Ukraine) on the capacity of transport infrastructure and border crossings in the Transport Model of Eastern Slovakia and defining the priority and importance of individual projects.
- Identification of the appropriate number, location and type of SK/UA border crossings according to the traffic flows of different transport modes based on data and determination of border crossing capacity parameters and design of optimal solutions for public passenger transport services between Slovakia and Ukraine.

5. Work Plan

AG ID	Activities	Description of activity	Location of activity	AG name
1	1.2 - Update of the transport model of Eastern Slovakia	- Variant assessment of the impact of mobility growth on the capacity of transport infrastructure and border crossings in the Transport Model of Eastern Slovakia. - Update of the Transport Model of Eastern Slovakia with the results of the "Multimodal Feasibility Study Bidovce - State Border SK/UA (I/19 Bidovce - Vyšné Nemecké)". - Update of the Eastern Slovakia Traffic Model with the data obtained from the census in Ukraine and border areas of Slovakia. Validation of data from traffic models of Slovakia and Ukraine. - Proposal of optimal solutions for public passenger transport services SK/UA.	Kosice region	Update of the transport model of Eastern Slovakia
	1.1 - Analysis of data, documents, strategic plans, data collection as input to the transport model	- Analysis of data, documents, strategic plans, studies and available information on planned investments in transport infrastructure in the affected territories of Slovakia and Ukraine. - Analysis of data, transport plans, studies and available information on the provision of public passenger transport in the affected territories of Slovakia and Ukraine. - Analysis of census data (using specialised software).	Kosice region	

		- Implementation of traffic counts by mode and type of traffic (via cameras). - Collection of data and exchange of information on the expected increase in mobility during the process of "Reconstruction of Ukraine".		
2	2.1 - Analysis of data, documents, strategic plans as input data for the transport model of the Zakarpattya region	• collecting up-to-date data to fill in the supply and demand model for the entire region (network graph; schedules, routes and characteristics of existing routes; socio-economic statistics, etc.); conducting intensity measurements, pass-flows and a representative mobility survey	Zakarpattia	Extension of the transport model of the Uzhgorod region to the transport model of the Transcarpathian region
	2.2 - Creation of a transport model of the Transcarpathian region	• updating the model with new data and new transport areas, verifying and calibrating the new version; • holding a set of workshops and meetings with representatives of various communities and cities in the region to identify problems and update solutions;	Zakarpattia	
3	3.3 - Technical and economic study about SK/UA cross-border point	Modelling of traffic flows after the construction of the border crossing Solomonovo - Čierna and preparation of a techno-economic study to demonstrate the economic benefits of the increase in mobility for the region concerned (e.g. for the Čierna transhipment point, etc.)	Čierna nad Tisou	Optimal transport connections via border Slovakia (SK) and Ukraine (UA)
	3.2 - Development of design and estimate documentation at the stage of feasibility study for the construction of the road	Development of design and estimate documentation at the stage of feasibility study for the construction object "Reconstruction of the national importance automobile road M-25 BC	Solomonovo	

		"Solomonovo" - V.Dobron-Yanoshi on the section km 0+000 km 3+740		
	3.1 - Design of optimal SK/UA border crossings concerning all modes of transport	Proposal of border crossings	state border	
6	6.2 - Communication	LA will be responsible for all communication activities during the project. Both UA partners will also carry out the communication about the project activities.		Project management and communication
	6.1 - Project management	Project and financial management will be carried out by external resources (project manager, financial manager). The requirements for the external project team are at least 5 years of experience in implementing international projects. Management structures will be established for the ongoing coordination of the project, including administrative and financial management. Internal reporting procedures and financial flows / Accounting needs / liaison with the National Controller.		

Project ID:	HUSKROUA/23/RS/3.1/047	Project acronym:	OTRACON SK-UA
Lead Partner:	IDS Východ, s.r.o., IDS vychod		

6. Indicators

Indicator ID	Type	Name of indicator	Unit	Base value	Target value	Description
RCO87	Output	Organisations cooperating across borders	Number of organisations	0,00	4,00	Indicator consists of organizations who will cooperate during and also after the project implementation to reach the main goal of the project.

Indicator ID	Type	Name of indicator	Unit	Base value	Target value	Description
RCR84	Result	Organisations cooperating across borders after project completion	Number of organisations	0,00	4,00	Indicator consists of organizations who will cooperate during the project implementation to reach the main goal of the project.

7. Activity plan

Project ID:	HUSKROUA/23/RS/3.1/047	Project acronym:	OTRACON SK-UA
Lead Partner:	IDS Východ, s.r.o., IDS vychod		

All	No.	Activity Group name	Activity name	Partner	RP 1	RP 2	RP 3	RP 4	RP 5	RP 6
	1	Update of the transport model of Eastern Slovakia			✓	✓	✓	✓	✓	
	1.1		Analysis of data, documents, strategic plans, data collection as input to the transport model		✓	✓	✓	✓	✓	
	1.1			LP - SK - IDS	✓	✓	✓	✓	✓	
	1.1			P1 - UA - IDCR						
	1.1			P2 - UA - SRDIZ						
	1.2		Update of the transport model of Eastern Slovakia			✓	✓	✓	✓	
	1.2			LP - SK - IDS		✓	✓	✓	✓	
	1.2			P1 - UA - IDCR						
	1.2			P2 - UA - SRDIZ						
	2	Extension of the transport model of the Uzhgorod region to the transport model of the Transcarpathian region			✓	✓	✓	✓	✓	✓
	2.1		Analysis of data, documents, strategic plans as input data for the transport model of the Zakarpattya region		✓	✓	✓	✓	✓	✓
	2.1			LP - SK - IDS						

✓	2.1			P1 - UA - IDCR	✓	✓	✓	✓	✓	✓
	2.1			P2 - UA - SRDIZ						
	2.2		Creation of a transport model of the Transcarpathian region		✓	✓	✓	✓	✓	✓
	2.2			LP - SK - IDS						
✓	2.2			P1 - UA - IDCR	✓	✓	✓	✓	✓	✓
	2.2			P2 - UA - SRDIZ						
	3	Optimal transport connections via border Slovakia (SK) and Ukraine (UA)				✓	✓	✓	✓	✓
	3.1		Design of optimal SK/UA border crossings concerning all modes of transport					✓	✓	
	3.1			LP - SK - IDS						
	3.1			P1 - UA - IDCR				✓	✓	
	3.1			P2 - UA - SRDIZ				✓	✓	
	3.2		Development of design and estimate documentation at the stage of feasibility study for the construction of the road				✓	✓	✓	
	3.2			LP - SK - IDS						

	3.2			P1 - UA - IDCR						
	3.2			P2 - UA - SRDIZ			✓	✓	✓	
	3.3		Technical and economic study about SK/UA cross-border point			✓	✓	✓	✓	✓
	3.3			LP - SK - IDS		✓	✓	✓	✓	✓
	3.3			P1 - UA - IDCR		✓	✓	✓	✓	✓
	3.3			P2 - UA - SRDIZ		✓	✓	✓	✓	✓
✓	6	Project management and communication			✓	✓	✓	✓	✓	✓
✓	6.1		Project management		✓	✓	✓	✓	✓	✓
✓	6.1			LP - SK - IDS	✓	✓	✓	✓	✓	✓
✓	6.1			P1 - UA - IDCR	✓	✓	✓	✓	✓	✓
✓	6.1			P2 - UA - SRDIZ	✓	✓	✓	✓	✓	✓
✓	6.2		Communication		✓	✓	✓	✓	✓	✓
✓	6.2			LP - SK - IDS	✓	✓	✓	✓	✓	✓
✓	6.2			P1 - UA - IDCR	✓	✓	✓	✓	✓	✓
✓	6.2			P2 - UA - SRDIZ	✓	✓	✓	✓	✓	✓

8. Communication and Visibility

Obligatory communication tools		
Partner	**Communication package**	**Package description**
LP - SK - IDS	Basic/Obligatory package	• At least 2 press releases that may result in at least 2 appearances in the referent local online news media – 1 in the beginning and 1 at the end of the project – within 1 month from project start and end date • At least 2 online/offline communication actions – e.g. kick-off event and closing conference • At least 2 roll-up banners (1xENG, 1xHU/SK/RO/UA) – within 3 months from project start date • At least 1 sponsored article in local online news media – the item must include the elements defined in the guidelines • Use of permanent and durable stickers (equipment) if relevant, as per the guidelines – design to be provided by the programme • Visual final report (infographic)
P1 - UA - IDCR	Basic/Obligatory package	• At least 2 press releases that may result in at least 2 appearances in the referent local online news media – 1 in the beginning and 1 at the end of the project – within 1 month from project start and end date • At least 2 online/offline communication actions – e.g. kick-off event and closing conference • At least 2 roll-up banners (1xENG, 1xHU/SK/RO/UA) – within 3 months from project start date • At least 1 sponsored article in local online news media – the item must include the elements defined in the guidelines • Use of permanent and durable stickers (equipment) if relevant, as per the guidelines – design to be provided by the programme • Visual final report (infographic)
P2 - UA - SRDIZ	Basic/Obligatory package	• At least 2 press releases that may result in at least 2 appearances in the referent local online news media – 1 in the beginning and 1 at the end of the project – within 1 month from project start and end date • At least 2 online/offline communication actions – e.g. kick-off event and closing conference • At least 2 roll-up banners (1xENG, 1xHU/SK/RO/UA) – within 3 months from project start date • At least 1 sponsored article in local online news media – the item must include the elements defined in the guidelines • Use of permanent and durable stickers (equipment) if relevant, as per the guidelines – design to be provided by the programme • Visual final report (infographic)

Additional communication tools

Partner	Communication tool	Language	Description	Target group(s)

9. Infrastructure information

Infra elements

ID	Partner	Infra element	Permit	Permit status	Owner	Description

Locations

ID	Infra element	Location ID	Lot number	Owner	Proof of property ownership	Description

10. Project Team

ID	Partner	Proposed position	Years of experience	Education background	Special areas of knowledge	Experience in partner country	Languages and degree of fluency (very good, good, weak)
1	LP - SK - IDS	Expert on transport modelling -	4	Technical university of Kosice Field of study: Transport and logistics	Macroscopic modeling in PTV Visum, Microscopic modeling in PTV Vissim, Preparation, implementation and analysis of transport surveys and transport capacity assessments, variant assessment of the increase in mobility on the	Project CLIMADAM, Digital twin of the High Tatras in the field of mobility, Transport service plan for Eastern Slovakia, Sustainable mobility plan for Eastern Slovakia	English language – good German language - good Polish language - very good

					capacity of the transport infrastructure, proposal of solutions for public passenger transport services based on modeling outputs.		
2	LP - SK - IDS	Transport services analyst -	2	University of Žilina Field of study: Railway transportation, logistics and analysis	Data analysis, Preparation and implementation of the transport census, Administrative expertise	not needed	English language – good German language - good Russian language - good
3	P1 - UA - IDCR	Project manager	20	Master of Physics, Geodesy, Master of Photogrammetry, Cartography, PhD, Doctor of Engineering	skills in the project management	University lecturer in geodesy, GNSS meteorology, project manager	English – fluent Polish - begginer
4	P1 - UA - IDCR	Technical manager	2	Bachelor of 'Uzhhorod National University' Department of Urban Buildings Construction and Maintenance	Project assistant, technical manager	not needed	English - fluent Slovak - fluent German - beginner
5	P1 - UA - IDCR	Financial manager	20	Master of Philology, Master of Finance and Banking	financing, banking	Accountant in public bodies, financial manager in projects	English - good
6	P1 - UA - IDCR	GIS operator	2	Higher education	- Study of the impact of transport on climate change - Including these	one month intership in Košice within CLIMADAM project	ENG - B2

					indicators into the transport model of Transcarpathian Region - Preparation of database on GIS platform Advanced (GIS software, microsoft word, excel, power point, internet)		
7	P2 - UA - SRDIZ	Project engineer	2	bachelor degree	Develops design tasks, prepares technical documents, information references on technical issues, communicates with the competent authorities to obtain the necessary documents.	not needed	Ukrainian - fluent, English - basic
8	P2 - UA - SRDIZ	Project manager	3	bachelor degree	Analytical skills, negotiation skills. Cross-functionality, competent documentation. Ability to manage risks and costs, budget. Time management skills Knowledge of the basics of project management	not needed	Ukrainian - fluent, English - basic
9	P2 - UA - SRDIZ	Financial manager	1	bachelor degree	Organisation, control, financial accounting and reporting of the	not needed	Ukrainian - fluent, English - basic

					project Advanced user. Good knowledge of MS Office suite (Access, Excel, Power Point, work with e-mail)		
10	P2 - UA - SRDIZ	Communicatio n manager	2	secondary school	Ensures the exchange of information between project participants, prepares certificates on the current state of project implementation, prepares protocols of meetings, and monitors the implementation of certain project activities. Advanced user. Good knowledge of MS Office suite (Access, Excel, Power Point, work with e-mail)	not needed	Ukrainian - fluent, English - fluent
11	P2 - UA - SRDIZ	Analyst manager	1	bachelor degree	Ensuring compliance with the Project implementation rules and national legislation. Study of legal aspects of opening and operation of the prospective border crossing point, identification of problems, development of	not needed	Ukrainian - fluent, English - basic

					proposals for solving problematic issues. Advanced user. Good knowledge of MS Office suite (Access, Excel, Power Point, work with e-mail)		
12	LP - SK - IDS	Transport services analyst -	4	University of Žilina Field of study: Road Transport	Designing transport service optimizations; Proposing specific changes in transport service coverage and creating RAD timetables; Developing and reviewing transport strategies; Collecting and analyzing various sources of transport data, including surveys .	CLIMADAM Sustainable mobility plan for Eastern Slovakia	English language – good
13	LP - SK - IDS	Transport services analyst -	6	Czech Technical University in Prague Field of study: Transport Systems and Engineering	roads and transport technologies (Data collection and analysis from various transport sources, including surveys on pedestrian movement, public transport usage, road traffic, and data from intelligent transport sensors)	CLIMADAM Sustainable mobility plan for Eastern Slovakia	English language – good

14	LP - SK - IDS	Transport technologist and analyst -	15	University of Žilina, Faculty of Operation and Economics of Transport and Communications , Study programme – Operation and economics of road and urban transport	development of transport-technology strategies; cooperation in foreign mobility projects; drafting legislation with an impact on public passenger transport; professional supervision of road transport in the region, conducting administrative proceedings; assessing proposals and plans for changes, modernisation and construction of transport infrastructure	Project CLIMADAM, Digital twin of the High Tatras in the field of mobility, Transport service plan for Eastern Slovakia, Sustainable mobility plan for Eastern Slovakia	English language – good
15	LP - SK - IDS	Administration , communicatio n, web engeneer	8	Prešovská univerzita v Prešove Field of Study: Media and communication studies	marketing knowledge in transport technologies, event management, web analysis, developing and ingeneering	project CLIMADAM	English language – very good
16	LP - SK - IDS	Legal consultancy and analysis -	6	University of Pavol Jozef Safarik Košice, Legal studies	transportation lawyer and analyst Specialization: civil law, commercial law, criminal law, administrative law	project CLIMADAM	English language – very good
17	LP - SK - IDS	Economic and legal analysis	6	University of Žilina, Faculty of	transport technologies,	project CLIMADAM	English language – very good French language – good

					Operation and Economics of Transport and Communications , Study programme – Road Transport and Urban studies (PhD. studies)	general analysis, transportation law Specifications: transport legislation (continuous change monitoring, preparation of legislative proposals and amendments within the legislative framework regulating the procurement, organization and provision of public passenger transport services); cooperation in project solving related to the development of Plans of transport serviceability for territorial self-governments.		
18	LP - SK - IDS	Transport services analyst -	4		University of Žilina, Faculty of Operation and Economics of Transport and Communications , Study programme – Road Transport	Agenda of urban mobility and urban transport. Creation and commenting of transport and technological strategies. Creation and commenting of tariff strategies. Processing of transport and economic analyses. Preparation of proposals for the	project CLIMADAM	English language – good

					operational organization of transport services.		
19	LP - SK - IDS	Traffic counting and data analyst -	6	University of Žilina, Faculty of Operation and Economics of Transport and Communications, Study programme – Road Transport	Work with a specialized software tool for tracking traffic, transport and economic indicators from the real operation of regional bus transport. Processing traffic-transport and operational-economic analyzes of public transport, creation of aggregated reports and thematic overviews.	project CLIMADAM Transport service plan for Eastern Slovakia, Sustainable mobility plan for Eastern Slovakia Several national and international publications in field of transport planning and technologies.	English language – very good Russian language – good
20	LP - SK - IDS	Transport services analyst - (XYZ - not hired yet)	2	University study in field of transportation	transport technologies and analysis knowledge	not required	English language – good
21	LP - SK - IDS	Traffic counting expert -	11	University of Žilina, Faculty of Operation and Economics of Transport and Communications, Study programme: Integrated Transport Planning (PhD.	transport technologies, counting technologies and surveys, analysis in transportation Specific skills: Lead traffic surveys for public and private sector. Oversee traffic engineering and optimization. Integrate smart	Interreg Central Europe – Project RUMOBIL Coordinate project tasks and activities.	English language – very good

				studies)	technologies via IoMobility. Oversee data-driven urban mobility projects. Integrate innovative technologies into solutions. Conduct traffic planning studies and analyses		
22	LP - SK - IDS	Transport analyst -	10	University of Pavol Jozef Šafárik, Košice Study programm: Applied mathematics (PhD. studies)	data scientist, general data analyst, presentation of results for stakeholders	not required	English language – very good
23	LP - SK - IDS	Transport analyst and traffic counting expert -	6	University of Zilina Field of study: Transport services, road services	Macroscopic modeling in PTV Visum, Microscopic modeling in PTV Vissim, Preparation, implementation and analysis of transport surveys. Collection and analysis of traffic data and strategic documents, proposal of solutions for services in public passenger transport. Performing professional supervision, communication with	Project CLIMADAM, Digital twin of the High Tatras in the field of mobility, Transport service plan for Eastern Slovakia, Sustainable mobility plan for Eastern Slovakia	English language – good German language - good Polish language - good

					carriers, public institutions.		
24	LP - SK - IDS	Expert on transport modelling -	7	Žilinská univerzita v Žiline, Fakulta prevádzky a ekonomiky dopravy a spojov Field of study: Traffic engineering, modelling and technology (PhD. studies)	Assessment of large investment and infrastructure projects from a transport perspective, 3D modeling of proposals related to the organization of transport and development of the road network in the transport planning software PTV VISSIM, Working with the transport model of the capital city in the area of individual car transport and mass passenger transport in the transport planning software PTV VISUM. Prificiency in softwares: PTV Visum, PTV Vissim, Aimsun NEXT, QGIS. AutoCAD.	Project CLIMADAM, Digital twin of the High Tatras in the field of mobility, Transport service plan for Eastern Slovakia, Sustainable mobility plan for Eastern Slovakia Several international publications in the field of transport modeling have been published.	English language – very good German language - good French language - good
25	LP - SK - IDS	Transport services analyst -	15	University of Žilina, Faculty of Operation and Economics of Transport and Communications Study programme –	preparation of professional documents, studies and analyses for the optimization of public passenger transport services, work in software for the creation and	project CLIMADAM Transport service plan for Eastern Slovakia, Sustainable mobility plan for Eastern Slovakia	English language – good German language - good

				Road Transport	optimization of round-trip routes, optimization of the transport offer with the aim of increasing the efficiency of services in the public interest,; preparation of proposals for the systematic application of PUM and PDO outputs; processing of transport and economic analyses;			
26	LP - SK - IDS	Transport technologist and analyst -	9	University of Pardubice, Faculty of Transport Engineering Field of study: Transport Technology and Management (doctoral studies - degree Ph.D.)	General: transport technologies, railway technologies. Strategic planning of operational concepts modelling of railway operation; Consulting and development of specialized software for the creation of railway transportation.	project CLIMADAM, railway project ingeneering Transport service plan for Eastern Slovakia, Sustainable mobility plan for Eastern Slovakia	English language – very good German language - good	
27	LP - SK - IDS	Transport technologist and analyst -	6	University of Žilina, Faculty of Operation and Economics of Transport and Communications ,	General knowledge: transport technologies, railway transport ingeneering developing tariff strategies;	Project CLIMADAM, Digital twin of the High Tatras in the field of mobility, Transport service plan for Eastern Slovakia, Sustainable mobility plan for	English language – good Russian language - good Polish language - good	

				Study programme – Railway Transport	analysing the profitability of public passenger transport services; designing optimal transport systems for the territories; proposals for integrated tariff systems for public passenger transport.	Eastern Slovakia	
28	LP - SK - IDS	Technical support, data analyst -	2	Technical university of Košice, Faculty of manufacturing technologies Field of study: Renewable energy sources	transport technologies, general data analysis, web development, event management, communication and marketing activities	project CLIMADAM	English language – very good Spanish language – good German language – good
29	LP - SK - IDS	Economical transport analyst and technical support -	8	University of Žilina, Faculty of Operation and Economics of Transport and Communications , Study programme – Economy and managment of transportation companies	economic analysis, technical support, general analysis skills, event management, project process management, counting data analysis, web ingeneering and communication	Digital twin of the High Tatras in the field of mobility, Transport service plan for Eastern Slovakia, Sustainable mobility plan for Eastern Slovakia	English language – very good German Language - good
30	LP - SK - IDS	Analyst for road infrastructure -	15	Technical University of Košice, Faculty of Construction Field of study:	- preparation of documents for planning, preparation and	project CLIMADAM Participant on various strategic and investment government documents for roads	English language – very good German language – good

				Civil engineering and transportation	construction of roads owned by the Košice Self-governing Region, - assessing the intentions of other investors in relation to the road network owned by the Košice Self-governing Region and proposing the layout of the road network, - providing documents for the approval of the structure of expenses, related to the administration, maintenance, repairs, reconstruction, modernization and construction of roads.	development and reconstructions.	

11. Partner without budget

ID	Official name in original language	Country	NUTS III	Settlement	Activity
1	Департамент інфраструктури, розвитку і утримання мережі автомобільних доріг загального користування місцевого значення Закарпатської обласної державної	Ukraine	Zakarpattia	Uzhhorod	In present war situation, communication and cooperation with military administration is necessary to implement any infrastructure (international) policy.

	адміністрації - обласної військової адміністраці				
2	Košický samosprávny kraj	Slovakia	Košický samosprávny kraj	Košice	The partner is also the creator and approver of mobility and transport infrastructure strategies and plans. Due to the fact that the Košice Self-governing Region is a guarantor and founder of several entities with which we will cooperate during the project (e.g. Transport Department of the KSK Office, Road Administration of the KSK, Transport Infrastructure of the KSK, Regional Development Support Agency) it is ideal for the project that the associated partner is the Košice Self-Governing Region within which the activities and cooperation of all the above mentioned entities will be coordinated.
3	Prešovský samosprávny kraj	Slovakia	Prešovský samosprávny kraj	Presov	The partner is also the creator and approver of mobility and transport infrastructure strategies and plans. Due to the fact that Prešov Self-governing Region is a guarantor and founder of several entities with which we will cooperate during the project (e.g. Transport Department of the PSK Office, Regional Development Department of the PSK Office, Road Administration and Maintenance of the PSK) it is ideal for the project that the associated partner is Prešov Self-governing Region, within which the activities and cooperation of all the above mentioned entities will be coordinated.
4	Ministerstvo dopravy Slovenskej republiky - oddelenie strategického plánovania	Slovakia	Bratislavský samosprávny kraj	Bratislava - Staré mesto	Due to the fact that the Ministry of Transport of the Slovak Republic is the guarantor for several entities with which we will necessarily cooperate during the project (e.g. National Transport Company, Slovak Road Administration,

					Railways of the Slovak Republic, Railway Company Slovakia, Road Transport and Land Communications Section and Railway Transport and Railways Section of the Ministry of Transport of the Slovak Republic), it is desirable for the project to have the Strategy Section of the Ministry of Transport of the Slovak Republic as an associate partner, within the framework of which the activities and cooperation of all the above mentioned entities will be co-ordinated. Ministry of Transport of the Slovak Republic is also the creator and approver of strategies and plans in the field of mobility and transport infrastructure.
5	Міністерство розвитку громад, територій та інфраструктури України	Ukraine	Kiev	Kyiv	Centra bodies are esential to approve and establish border crossings and other state scale infrastructure. Communication with ministries is necessary to make real steps forward new connections realisation.

BUDGET OF THE PROJECT

HUSKROUA/23/RS/3.1/047
OTRACON SK-UA

LP: IDS

No.	Budget lines	LP - SK - IDS	P1 - UA - IDCR	P2 - UA - SRDIZ	Costs (in EUR)	Share %
1	**Staff costs**	**425 753,05**	**36 972,24**	**35 578,71**	**498 304,00**	**47,32%**
1.1	Salary of staff - direct project management (Budget type B)	0,00	0,00	0,00	0,00	
1.2	Salary of staff - professional team members (Budget type B)	425 753,05	0,00	0,00	425 753,05	
1.3	Staff - Flat rate (Budget type A)	0,00	36 972,24	35 578,71	72 550,95	
2	**Office and administrative expenditure**	**0,00**	**5 545,83**	**5 336,80**	**10 882,63**	**1,03%**
3	**Travel and accommodation costs**	**0,00**	**5 545,83**	**5 336,80**	**10 882,63**	**1,03%**
4	**External expertise and services costs**	**0,00**	**157 411,24**	**169 893,56**	**327 304,80**	**31,08%**
4.1	Publications	0,00	0,00	1 000,00	1 000,00	
4.10	External project management	0,00	0,00	0,00	0,00	
4.2	Studies, research	0,00	133 161,24	0,00	133 161,24	
4.3	Costs of Expenditure Verification	0,00	0,00	0,00	0,00	
4.4	Translation, interpreters	0,00	1 000,00	7 000,00	8 000,00	
4.5	Financial services (bank costs etc.)	0,00	0,00	0,00	0,00	
4.6	Costs of events (conferences, seminars)	0,00	10 000,00	3 600,00	13 600,00	
4.7	Visibility and communication actions	0,00	13 250,00	2 400,00	15 650,00	
4.8	Studies, technical documentations, permissions for infrastructure	0,00	0,00	155 893,56	155 893,56	
4.9	Others	0,00	0,00	0,00	0,00	

5	**Equipment expenditure**	**0,00**	**27 450,00**	**8 000,00**	**35 450,00**	**3,37%**
5.1	Purchase or rent of equipment	0,00	27 450,00	8 000,00	35 450,00	
5.2	Others	0,00	0,00	0,00	0,00	
6	**Infrastructure and works**	**0,00**	**0,00**	**0,00**	**0,00**	**0,00%**
6.1	Constructions	0,00	0,00	0,00	0,00	
6.2	Reconstruction, renovation	0,00	0,00	0,00	0,00	
7	**Other costs**	**170 301,22**	**0,00**	**0,00**	**170 301,22**	**16,17%**
	Total eligible costs (1+2+3+4+5+6+7)	**596 054,27**	**232 925,14**	**224 145,87**	**1 053 125,28**	**100,00%**
	Share by partners	**56,60%**	**22,12%**	**21,28%**	**100,00%**	

BUDGET OF THE PROJECT								
HUSKROUA/23/RS/3.1/047 OTRACON SK-UA	LP:	IDS						
Sources of funding name	**Amount (EUR)**	**Share (%)**	**LP - SK - IDS (EUR)**	**LP - SK - IDS (%)**	**P1 - UA - IDCR (EUR)**	**P1 - UA - IDCR (%)**	**P2 - UA - SRDIZ (EUR)**	**P2 - UA - SRDIZ (%)**
EU contribution	**947 812,74**	**90,00**	**536 448,84**	**90,00**	**209 632,62**	**90,00**	**201 731,28**	**90,00**
National contribution	**29 802,71**	**2,83**	**29 802,71**	**5,00**	**0,00**	**0,00**	**0,00**	**0,00**
Own contribution	**75 509,83**	**7,17**	**29 802,72**	**5,00**	**23 292,52**	**10,00**	**22 414,59**	**10,00**
Own public contribution	52 217,31	4,96	29 802,72	5,00	0,00	0,00	22 414,59	10,00
Own private contribution	23 292,52	2,21	0,00	0,00	23 292,52	10,00	0,00	0,00
	1 053 125,28	**100,00**	**596 054,27**	**100,00**	**232 925,14**	**100,00**	**224 145,87**	**100,00**

Project title:	**Optimal Transport Connections Via Border Harmonized by Transport Models SK-UA**						
Priority:	P3 - A cooperating border region						
Objective - Scale	3.1/RS - Harmonious neighbourly relations through cooperation - Regular scale (soft)						
Type of Action(s)	*Institutional cooperation between public and civil society organisations*						
Result Indicator(s)	*RCR84 - Organisations cooperating across borders after project completion*						
Output indicator(s)	*RCO87 - Organisations cooperating across borders*						
Project's overall objective	*To enhance the cross-border cooperation between UA and SK in the area of the transport. via optimalisation and harmonization of transport connections using Transport models (TM). Optimalisation of border crossing via TM meets the overall program goal. The transportation system is a key element that connects people, goods, services. The project supports the specific objective: it seeks to cooperate in planning border crossings for all modes of transport based on the results of the TM.*						
Specific project objectives:		Name of activity group	Outcomes	Name of activity	Relevant partner and budget line	Location	Risk
1	Soft project	Update of the transport model of Eastern Slovakia	- Updated traffic model of eastern Slovakia based on analyses and supplemented with data from the processed traffic model of western Ukraine - Assessment of the significance of the construction of the D1 motorway Bidovce - Vyšné Nemecké on the mobility between Ukraine and Slovakia - Variant scenarios of mobility growth for assessing the benefits of investments for the construction of transport infrastructure and border crossings; - Scenarios in transport models for servicing public transport	Update of the transport model of Eastern Slovakia	LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2	Slovakia - Košický samosprávny kraj - Kosice region	War in Ukraine Delayed processes of public procurement
				Analysis of data, documents, strategic plans, data collection as input to the transport model	LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2	Slovakia - Košický samosprávny kraj - Kosice region	
2	Soft project	Extension of the transport model of the Uzhgorod region to the transport model of the Transcarpathian region	Transport model of Transcarpathian region	Analysis of data, documents, strategic plans as input data for the transport model of the Zakarpattya region	P1 - BL 4.2; P1 - BL 4.2; P1 - BL 4.2; P1 - BL 4.2	Ukraine - Zakarpattia - Zakarpattia	Change in the situation of war conflict
				Creation of a transport model of the Transcarpathian region	P1 - BL 5.1; P1 - BL 4.2; P1 - BL 4.2; P1 - BL 5.1	Ukraine - Zakarpattia - Zakarpattia	
3	Soft project	Optimal transport connections via border Slovakia (SK) and Ukraine (UA)	- Design of SK/UA border crossings according to the Transport Model of Eastern Slovakia and the model of the Transcarpathian region - project documentation of the road Solomonovo - V.Dobron-Yanoshi - Model of traffic flows after the construction of the border crossing Solomonovo - Čierna - Techno-economic study of the potential benefits of increased mobility between Slovakia and Ukraine	Technical and economic study about SK/UA cross-border point	P2 - BL 5.1; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2; LP - BL 1.2	Slovakia - Košický samosprávny kraj - Čierna nad Tisou	War in Ukraine Delayed processes of public procurement Missing skills and capacity of partners' staff to coordinate and organize the events and activities Low interest of the target group to participate in project activities Non-use of received knowledge and possibilities in the defined sphere by potential target groups
				Development of design and estimate documentation at the stage of feasibility study for the construction of the road	P2 - BL 4.4; P2 - BL 5.1; P2 - BL 4.8	Ukraine - Zakarpattia - Solomonovo	
				Design of optimal SK/UA border crossings concerning all modes of transport		Ukraine - Zakarpattia - state border	
6	Project management and communication	Project management and communication	press-release – before conferences (3) social media post– at least 10 during the project conferences – kick-off conference, conference after one year, final conference website post – at least 10 article during the project 1 sponsored article in local online news media 2 roll-up banners Visual final report (infographic) 1 video 1	Communication	P1 - BL 4.7; P1 - BL 4.7; P1 - BL 4.7; P1 - BL 4.6; P1 - BL 4.7; P1 - BL 4.4; P1 - BL 4.4; P2 - BL 4.1; P2 - BL 4.6; P2 - BL 4.7	- -	War in Ukraine Communication failure among partners. Communication barriers due to the language (partners from Ukraine)
				Project management	P1 - BL 4.3; P2 - BL 4.3; P2 - BL 4.5; P1 - BL 4.5; P1 - BL 4.6	- -	

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ANNEX III – PARTNERSHIP AGREEMENT

Interreg Co-funded by the European Union
NEXT Hungary – Slovakia – Romania – Ukraine

Model Partnership Agreement

Project ID: HUSKROUA/23/RS/3.1/047
Project acronym: OTRACON SK-UA
Project title: Optimal Transport Connections Via Border Harmonized by Transport Models SK-UA

Interreg VI-A NEXT Hungary Slovakia Romania Ukraine 2021-2027 Programme



Note: Present template of the Partnership Agreement contains the minimum requirements requested by the programme implementing bodies. Project partnerships are invited to complete and complement the suggested provisions, without contradicting the programme rules and the Subsidy Contract or the rules set in the prepared paragraphs of the document.

Partnership Agreement

for the implementation of the Project

OTRACON SK-UA

Optimal Transport Connections Via Border Harmonized by Transport Models SK-UA

within the Interreg VI-A NEXT Hungary Slovakia Romania Ukraine 2021-2027 Programme

between

the Lead Partner IDS Východ, s.r.o., Turgenevova 36, 04001 Košice-Juh, Slovakia

and

Partner 1 Institute of Development of Carpathian Region, Hlentsa st. 10.4, 88000 Uzhhorod, Ukraine

Partner 2 Service for Restoration and Development of Infrastructure in Zakarpattia Oblast, Sobranetska str. 39 , 88000 Uzhorod, Ukraine

Partner 3 Košice Self-governing Region, Námestie Maratónu mieru 1, 042 66 Košice, Slovakia

Partner 4 Prešov Self-governing Region, Námestie mieru 2, 080 01 Prešov, Slovakia

Partner 5 Ministry of Transport of the Slovak Republic - Strategic Planning Department, Námestie slobody č. 6, P.O.BOX 100, 810 05 Bratislava, Slovakia

(hereinafter jointly referred to as the Parties).

on the basis of:

- Regulation (EU) 2021/1060 of the European Parliament and of the Council of 24 June 2021 laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy (hereinafter referred to as the CPR);

- Regulation (EU) 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund (hereinafter referred to as the ERDF Regulation);

Regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments (hereinafter referred to as the Interreg Regulation);

- Regulation (EU) 2021/947 establishing the Neighbourhood, Development and International Cooperation Instrument (hereinafter referred to as the NDICI Regulation);

- Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012;

- the Interreg VI-A NEXT Hungary Slovakia Romania Ukraine 2021-2027 Programme, approved by the European Commission on 3 November 2022 by Decision Ref No C(2022)8029 (hereinafter referred to as the Programme);

- the Guidelines for Applicants of the first Call for Proposals (HUSKROUA/23/RS) of the Interreg VI-A NEXT Hungary Slovakia Romania Ukraine 2021-2027 Programme, approved by Monitoring Committee Decision on 25.07.2023, laying down the programme specific rules for the implementation of projects (hereinafter referred to as the Guidelines for Applicants);

- the Project Implementation Manual of the Programme, laying down specific rules for the implementation of projects financed under the Programme (hereinafter referred to as the Project Implementation Manual);

- Eligibility of expenditures of the Programme

- Visibility Manual of the Programme, laying down the programme specific rules on information and publicity measures of the projects (hereinafter referred to as the Visibility Manual);

- Project OTRACON as drafted in the application and approved by the Monitoring Committee of the Programme;

- Subsidy Contract concluded for the implementation of the Project between the Lead Partner and the Managing Authority;

- National rules to be applied by the Lead Partner and its Partners;

- Implementing acts and delegated acts adopted in accordance with the aforementioned legislation and the aforementioned documents as corrected or amended.

Article 1
Definitions

1. **Lead Partner:** The Lead Partner is designated by the Partners and has full financial and administrative responsibility for the EU contribution for the entire duration of the Subsidy

Contract stipulated with the Managing Authority for the implementation of the Project. The Lead Partner has functional (co-ordination of the project activities) and financial responsibilities related to the EU contribution, i.e. it has to guarantee the sound financial management of the EU funds allocated to the Project. The Lead Partner is also responsible for the proper reporting of progress during project implementation to the Joint Secretariat.

2. **Partner:** an organisation actively participating in the implementation of a project with a responsibility to properly implement its project part in particular and assisting the lead partner in order to meet project level objectives. Partner is an organisation that is explicitly listed as a partner in the application, one that receives funding and, therefore, has a budget in the application form.

3. **Partner not receiving financial support:** There can be partner organisations which do not receive EU contribution for their activities performed in the framework of the Project. Thus, in their case the defined budget is zero. However, their contribution to the project implementation needs to be justified and their project-related activities have to be reported.

4. **Project part:** A set of activities within the Project as a whole, undertaken by the Lead Partner or another Partner in a defined timeframe and with a defined budget, presented in the application and approved by the Monitoring Committee. In case when a Partner does not receive financial support, the defined budget is zero.

5. **Managing Authority:** the Hungarian Ministry of Foreign Affairs and Trade, signing the Subsidy Contract with the Lead Partner.

6. **Joint Secretariat:** set up within Széchenyi Programme Office Nonprofit Llc, a joint organisation of the Partner Countries participating in the Programme, in charge of the direct monitoring of project implementation.

Article 2
Scope of the Partnership Agreement

1. The Parties, through the present Partnership Agreement, lay down the rules of procedures for the activities to be carried out and the relations that shall govern the partnership set up in order to successfully and efficiently implement the above-mentioned cross-border Project. This Agreement shall also define their mutual responsibilities concerning the administrative and financial management of the Project.

2. The application as approved by the Monitoring Committee and the signed Subsidy Contract (with all its provisions) are to be regarded as integral parts of this Agreement, therefore their content and the obligations set by the above-mentioned documents have to be fully respected by the Parties.

3. The Parties are aware of the legal framework and the other relevant norms affecting the project. In case the Subsidy Contract is amended, it may affect the Partnership Agreement, it shall be adjusted accordingly.

Article 3
Duration of the Agreement

1. The Partnership Agreement is valid from the date of signature by all Parties and enters into force from the day the Subsidy Contract between the Managing Authority and the Lead Partner enters into force. It shall remain in force until the Lead Partner has discharged in full its obligations arising from the Subsidy Contract towards the Managing Authority, including the period of availability of documents for financial controls.

2. This Agreement shall also remain in force if there is any non-resolved dispute among the Parties at an out-of-court arbitration body.

3. The breach of the obligations of the Partnership Agreement by the Lead Partner or one of the Partners may lead to an early termination of its participation in the Project. This termination has to be decided by consensus by all the other Partners in a documented manner, provided that the eligibility rules of the Call for Proposals are kept with the remaining or newly entered Partners, and that the consequently initiated amendment of the Subsidy Contract is successfully approved by the Monitoring Committee. However, the Partner leaving the partnership will be obliged by the present Agreement for its whole duration with regard to the activities carried out and expenditure incurred until that moment. In case the Subsidy Contract terminates, the present Partnership Agreement is terminated as well.

Article 4
Activities of the Partners in the Project

1. The activities of the Partners as well as the role of the Lead Partner and of each Partner are described in the application approved by the Monitoring Committee.

2. The Partners take into account all rules and obligations as set out in the Subsidy Contract and its Annexes.

3. The Partners commit themselves to undertake everything in their power to foster the successful and efficient implementation of the Project.

Article 5
Specific obligations of the Lead Partner

1. The Lead Partner is responsible for the overall co-ordination and effective implementation of the Project and shall take all the steps needed to correctly manage the Project in accordance with the application approved by the Monitoring Committee and in line with the Subsidy Contract and the Partnership Agreement.

2. In addition as a general obligation the Lead Partner shall:

   a) represent the Partners towards the Managing Authority / Joint Secretariat / other programme management bodies;

b) sign the Subsidy Contract (and its possible amendments), inform all Partners on the signature of the Subsidy Contract and provide all Partners with a copy thereof;

c) appoint a project manager who has the operational responsibility for the co-ordination and documentation of the overall Project;

d) react promptly to any request made by the Managing Authority and the Joint Secretariat;

e) keep the Partners informed on a regular basis about all relevant communication between the Lead Partner and the Joint Secretariat, furthermore between the Lead Partner and the Managing Authority;

f) inform all Partners on the progress of the overall Project, in particular with reference to its objectives and results as set in the Subsidy Contract or any later amendments;

g) without any delay inform the Partners about all essential issues connected to project implementation (e.g. about any variation of the conditions at the basis of the present Agreement or about any modification that could influence the performance of the Project, the information activity or the payment of financing);

h) notify the Partners and the Joint Secretariat / Managing Authority immediately of any event that could lead to a temporary or final discontinuation of the Project or any other deviation of the implementation of the Project;

i) guarantee the sound financial management of the funds allocated for the implementation of the Project, including the separate set-up of the project accounting and the supporting documents storage system at Lead Partner and at the Partners as well, and including the arrangements for recovering amounts unduly paid;

j) ensure that the expenditure presented by all Partners receiving financial support has been paid in implementing the Project and that it corresponds to the activities agreed between the Partners and indicated in the approved application;

k) prepare and submit the Application for Reimbursement together with the Project Reports, the Final Project Report and the Project Follow-up Reports (if relevant) to the Joint Secretariat, keeping the deadlines indicated in the Subsidy Contract;

l) receive, on behalf of all Partners receiving financial support the payments of the EU contribution from the Managing Authority;

m) transfer the EU contribution to the Partners receiving financial support, according to the Application for Reimbursement approved by the Joint Secretariat, **within 10 calendar days** and in full – no amount shall be deducted or withheld and no specific charge or other charge with equivalent effect shall be levied that would reduce that amount for the other Partners;

n) ensure that all Partners are involved in the decision making regarding to the Project, and especially agree with the Partners before submitting any request for reallocation between budget lines and for an amendment of the Subsidy Contract to the Joint Secretariat / Managing Authority.

o) support the Partners in implementing their obligations by giving them the correct information, indications and clarifications on the procedures;

p) make sure that all Partners comply with EU and national legislation including rules on public procurement, State aid, publicity, furthermore rules on environmental protection and equal opportunities;

q) report in accordance with the existing legislation and national guidelines if the project activities contain elements of State aid;

r) implement its individual part of the Project accordingly;

s) enable the responsible bodies to carry out their audit and monitoring / evaluation / activities;

t) guarantee the systematic collection and the safe storage of all the documentation regarding project expenditure and activities at the Lead Partner and at Partners;

u) keep a copy of all project documents prepared by the Partners or other organisations;

v) carry out project level accounting;

w) ensure that no double funding or double reporting of expenditure takes place;

x) review the appropriate spending of the EU contribution by the Partners receiving financial support, the condition of the Partners' project part and the preparation of the required documents and records for project closure.

Article 6
Obligations of the Partners

1. In particular, each Partner shall

a) support the Lead Partner in fulfilling its tasks as stipulated in the Subsidy Contract and its Annexes;

b) without any delay provide the Lead Partner with any information needed to draw up the Project Reports, the Final Project Report and the Project Follow-up Reports (if relevant), react on any request by the Managing Authority or the Joint Secretariat, or provide any further information needed by the Lead Partner;

c) assure the smooth implementation of the part of the Project they are responsible for in accordance with the Subsidy Contract and its Annexes;

d) to finance the own contribution of their respective project part in amount as set in Annex II to the Subsidy Contract;

e) inform the Lead Partner immediately about any circumstances that could lead to a temporary or final discontinuation of the project part or any other deviation of the implementation of the project part, including any variations to its part of project budget or work plan;

f) appoint a contact person for the implementation of the part of the Project under their responsibility;

g) contribute to overall project aims according to their part undertaken with due care and motivation, completing their activities foreseen for each reporting period of the project implementation;

h) maintain either a separate accounting system or an adequate accounting code for transactions related to the project part according to the rules of Eligibility of expenditures;

i) inform the Lead Partner on the details of the bank account to which the EU contribution of the Partner receiving financial support shall be transferred, furthermore the Lead Partner must be informed about any changes concerning the bank account;

j) co-operate with the Lead Partner for the effective implementation of the Project, actively take part in decision-making during the Project;

k) In case when the given partner's location is in a Member State of the EU, to manage the public procurement of services, supplies / goods / equipment and works in accordance with national public procurement rules in force, depending on the seat and operational area of the given organisation. In any other case of procurements, the partner has to follow the rules set in the Eligibility of Expenditures. In case when the given partner's location is in Ukraine to manage the procurements according to the Appendix A of the Eligibility of Expenditures;

l) to meet the reporting requirements using the INTERREG+ electronic monitoring system of the Programme and to ensure any other documentation as well as IT security and data protection related obligations;

m) have its expenditures incurred and paid (with the exemption of simplified costs) in the given reporting period and have them verified – if relevant – by the identified Control Body. The expenditure of the Partners receiving financial support not covered by Declarations on Verification of Expenditure in the given reporting period can be reported in a further reporting period , except for preparation costs reimbursed on a real cost basis – as a general rule these can be verified and requested only in the first reporting period;

n) comply with EU- and national rules, including rules on eligibility of costs, public procurement, State aid, publicity, further rules on environmental protection and equal opportunities as contained in the Project Implementation Manual, Eligibility of expenditures, Visibility Manual;

o) report in accordance with the existing legislation and national/regional guidelines if the Project activities contain elements of State aid;

p) guarantee the systematic and safe collection of all the documentation regarding its part of project expenditure and its transmission to the Lead Partner, as well as to guarantee the access to documents and to the project results to all the representatives of the institutions in charge of verifications and to the bodies authorised to monitor or audit the Project;

q) not subcontract 100% of the activities from their part of the Project;

r) be responsible for the sound financial management of the funding allocated to its project part, including the arrangements for recovering amounts unduly paid (EU contribution, state contribution, if relevant, and other public contribution).

Exemption from points d), h), i), k), m), n), q) and r) is applicable for Partners not receiving financial support.

Article 7
Responsibilities of the Lead Partner and of the Partners

1. The Lead Partner solely assumes responsibility for the entire Project towards the Managing Authority as defined in the Subsidy Contract.

2. The Lead Partner is the intermediary for all communications between the Partners and the Joint Secretariat and the Managing Authority; where information from the Partners is required, the Lead Partner shall be responsible for obtaining, verifying and consolidating this information before passing it on to the Managing Authority; any information provided, as well as any request

communicated by the Lead Partner to the Managing Authority shall be deemed to have been forwarded in agreement with all Partners.

3. Each Partner is directly and exclusively responsible to the Lead Partner for the due implementation of its respective project part and for the proper fulfilment of its obligations as set out in the Partnership Agreement and in the application. Should a Partner not fulfil its obligations under this Agreement in due time, the Lead Partner shall admonish the Partner to fulfil them within a reasonable period of time. The Partners undertake to find a rapid and efficient solution. Should the non-fulfilment continue, the Lead Partner may decide to debar the Partner concerned from the Project with approval of the other Partners. The Joint Secretariat and the Managing Authority shall be promptly informed of such an intended decision by the Lead Partner, and the change in the partnership has to be approved according to the provisions set out in the Project Implementation Manual.

4. The Lead Partner and each Partner receiving financial support shall take the financial responsibility for the EU contribution and, if relevant, the related state contribution it has received for its project part.

5. In case of irregularities the Lead Partner bears the overall responsibility towards the Managing Authority for the repayment of the EU contribution amounts unduly paid, also with interest charged on late payment, if relevant. By way of the derogation from this principle, if the irregularity is committed by a Partner receiving financial support, the concerned organisation shall repay to the Lead Partner the amounts unduly paid. When amounts unduly paid to a Partner cannot be recovered due to negligence of the Lead Partner, the Lead Partner shall remain responsible for the repayment.

Article 8
Reporting obligations of the Partners

1. The Lead Partner can only submit an Application for Reimbursement to the Joint Secretariat by providing proof of progress of the Project. Therefore, in order to provide adequate information on the progress of the Project, each Partner receiving financial support has to submit a Project Partner Report in INTERREG+ system, consisting of an activity part describing the activities carried out with their outputs and results during the reporting period, and of a financial part presenting the financial progress of the project part compared to the finalised Project Form. Partners not receiving financial support shall submit their project partner reports to the related Control Body on their activities in the given reporting period.

2. The Partners have to respect the reporting deadlines of the Subsidy Contract and have to submit their Project Partner Report in due time through the INTERREG+ system. Project Partner Reports and Declarations on Verification of Expenditure not available to the Lead Partner in the system within the set deadline will not be included in the Project Report (or any other report) and Application for Reimbursement of the Lead Partner, to be submitted to the Joint Secretariat.

3. The Project Partner Reports should be drawn up in Euro. Partners from Partner Countries which have not adopted the Euro as their currency shall convert into Euro the amounts of expenditure incurred in national currency before submission for verification to the responsible Control Body.

The expenditures shall be converted as described in Annex I to the Subsidy Contract (General Terms and Conditions). The exchange rate risk is borne by the Partner concerned.

Article 9
Audits

1. For audit purposes each Partner shall

   a) retain all files, documents, receipts and data about the Project at least within the timeframe stipulated in Article 82(1) of the CPR and further detailed in the Project Implementation Manual, either in original or in copies on commonly used data media safely and orderly;

   b) enable the Managing Authority, Joint Secretariat, Audit Authority, the responsible auditing bodies of the European Union and the auditing bodies of the Partner Country it is based in to audit the proper use of funds;

   c) provide these authorities with any information about the Project they request;

   d) provide them access to the databases, the accounting books and accounting documents and other documentation related to the Project, whereby the auditing bodies decide on this relation, within the timeframe stipulated in Article 82(1) of the CPR and further detailed in the Project Implementation Manual;

   e) provide them access to the place where the Project has been implemented and their business premises during the ordinary business hours and also beyond these hours by arrangement, and allow them to carry out on-the-spot-checks related to the Project within the timeframe stipulated in Article 82(1) of the CPR and further detailed in the Project Implementation Manual;

   f) without any delay provide the Lead Partner with any information needed in connection to such an audit;

   g) observe the recommendations received after an audit.

Article 10
Information and publicity

1. Any publicity measure undertaken by any of the Partner shall be conducted in accordance with the rules on information and publicity laid down in the Visibility Manual.

2. Information and publicity measures shall be co-ordinated among the Partners. Each Partner is equally responsible for promoting the fact that co-financing for the Project is provided from EU contribution within the framework of the Interreg VI-A NEXT Hungary Slovakia Romania Ukraine 2021-2027 Programme, and is responsible for ensuring the adequate promotion of the Project.

3. The Partners take note of the fact that the results of the Project as well as any study or analysis produced in the course of the Project can be made available to the public and they agree that the results of the Project shall be available for all Partners and for the public free of charge.

4. The Partners agree that the Lead Partner may provide the Joint Secretariat / Managing Authority or other programme management bodies to publish, in whatever form, unrestricted as far as data protection is concerned, and on or by whatever medium, with the following information:

- title and acronym of the Project;
- the name of the Lead Partner and of the Partners;
- the total cost of the Project, the amount of subsidy and the EU co-financing rate;
- the name of the fund, the specific Priority and objective concerned;
- the purpose of the EU contribution (i.e. the overall objective of the Project) and the expected or actual achievements;
- start date and (expected or actual) date of completion;
- the geographical location of the Project and/or the location of the Lead Partner and the Partners;
- project results, evaluations and summaries;
- any other information about the Project, if considered relevant, and all publicity material of the Project such as photographic and video content, news announcements etc.

Article 11
Ownership, use of results

1. The Parties undertake to enforce the applicable law on intellectual property rights, regarding any outcome that might be produced during the implementation of the Project.

2. 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 in the Lead Partner and the Partners.

3. Without prejudice to the previous paragraph, the Partners grant the Joint Secretariat and the Managing Authority the right to make free use of the results of the Project, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights. The Partners 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.

4. The Project Partners agree that owners of the investments are the following:
   - **IDS Východ s.r.o. is the owner of the Updated Transport model of the Eastern Slovakia**
   - **Institute of Development of Carpathian Region is the owner of the Transport model of the Transcarpathian Region**
   - **Service for Restoration and Development of Infrastructure in Zakarpattia Oblast is the owner of the Design and estimate documentation at the stage of feasibility study for the construction of the road**

5. The Project Partners agree that owners of the Project outputs/deliverables are the following:
   - **IDS Východ, s.r.o. is the owner of the Updated Transport model of the Eastern Slovakia**
   - **Institute of Development of Carpathian Region is the owner of the Transport model of the Transcarpathian region**

- **Service for Restoration and Development of Infrastructure in Zakarpattia Oblast is the owner of the Design and estimate documentation at the stage of feasibility study for the construction of the road**

6. The Lead Partner and the Partners commit themselves to establish and maintain an inventory of all fixed assets acquired, built or improved within the Project.

7. As to the sustainability of project results after the end of the implementation period, further as to the steps to be taken after project closure, the Partners agree on the following activities and designate the following rights and duties within the project partnership:

a) Lead Partner: IDS Východ, s.r.o.,

Project result: The updated Transport Model of Eastern Slovakia, incorporating the results of the Multimodal Feasibility Study of Bidovce - SK/UA State Border (I/19 Bidovce - Vyšné Nemecké) and data from traffic censuses conducted in Ukraine and Slovakia's border regions. The project will also deliver an optimized design for SK/UA border crossings, considering all modes of transport.

Activities: Active collaboration with central state administration bodies to facilitate follow-up processes for investments in transport infrastructure that enhance mobility between Slovakia and Ukraine.

Location: Transport Model Development: Offices of IDS Východ, s.r.o.
Analyses: Offices of IDS Východ, s.r.o.
Traffic Counting: On-site at border crossings, in close cooperation with Ukrainian partners.

Tools: PTV software, Traffic analysis software, Automatic traffic flow counters, Server storage for analyses and the traffic model

Financial Framework and Funding Sources: 90% contribution from the European Union; 5% contribution from national funding; 5% contribution from IDS Východ, s.r.o.

b) Partner 1: Institute of Development of Carpathian Region

Project result to be sustained: Update of the Transport Model of the Transcarpathian Region with data obtained from the border areas of Slovakia and Ukraine,

Activities to be performed: Active cooperation with Zakarpattia Regional State Administration-Regional Military Administration, Service for Restoration and Development of Infrastructure in Zakarpattia Oblast, territorial communities, local authority and other bodies that have an impact on mobility in the region and between Slovakia and Ukraine.

Location: All purchased facilities, software and generated results will be located in the place of IDCR's registration and will be maintained at the expense of IDCR's own funds.

Tools: Legal and regulatory framework of Ukraine.

Financial framework and sources: 90% EU contribution, 10% own contribution

c) Partner 2: Service for Restoration and Development of Infrastructure in Zakarpattia Oblast

Project result to be sustained: Design and estimate documentation; Justification of the main design solutions and their cost; Possibility to proceed to the next design stages in accordance with the current building codes of Ukraine

Activities to be performed: Cooperation with the Slovak side in order to hold working coordination meetings of the authorities with the necessary competence; Identification and formation of border crossing infrastructure components, achievement of agreement on parameters; Development of design and estimate documentation at the feasibility study stage for the construction project "Reconstruction of the national importance automobile road M-25 "Solomonovo" - V. Dobron-Janoshi border crossing point" on the section km 0+000 km 3+740", with determination of the possibility of placing the necessary border crossing infrastructure; Identification of problems and proposal of solutions for the opening and operation of the prospective border crossing point "Solomonovo - Cierna"; Formation of a joint action plan on the opening of the "Solomonovo-Cierna" perspective border crossing point.
Location: Online coordination meetings - Uzhhorod, Kosice; Identification of the problem - workplaces; Development of design and estimate documentation - contractor according to the tender; Formation of a joint action plan for the opening of the prospective border crossing point "Solomonovo - Cierna" - workplaces, online, meetings in Kosice, Uzhhorod.
Tools: Legal and regulatory framework of Ukraine
Financial framework and sources: 90% EU contribution, 10% own contribution

8. The Lead Partner and the Partners cannot mortgage or impose any other form of bank guarantee on the goods purchased from the financing throughout the implementation period of the Project and, as a general rule, five years after the date of the final payment to the Lead Partner. In case of state aid relevance, state aid rules apply.

9. In case of purchase costs co-financed, the owners shall not substantially modify their respective project parts affecting its nature or its implementation conditions or giving to a firm or a public body an undue advantage; and resulting either from a change in the nature of ownership of an item of infrastructure or the cessation or relocation of a productive activity outside the NUTS 2 region in which it received support at least within five years from the final payment to the Partner, except where State aid rules provide for a different period.

Article 12
Changes in the project partnership

1. Being aware of the fact that all changes in the project partnership – with the exception of legal succession – need an approval of the Monitoring Committee and that the Managing Authority is entitled to withdraw from the Subsidy Contract if the number of Partners falls below the minimum number of participants, the Partners agree not to back out of the Project unless there are unavoidable reasons for it.

2. In case a Partner withdraws from the Project or is debarred from it, the remaining Partners shall undertake to find a rapid and efficient solution to ensure further proper project implementation without any delay. Consequently, the Partners shall endeavour to cover the contribution of the withdrawing Partner, either by assuming its tasks by one or more of the remaining Partners or by asking a new Partner to join the project partnership, respecting the relevant programme provisions.

3. The Lead Partner shall inform the Joint Secretariat and the Managing Authority as soon as changes in the project partnership are foreseeable. The changes in the partnership enter into force only after approval by the Monitoring Committee.

4. The provisions set for audits in Article 9 remain applicable to the Partner that backed out of the Project or was debarred from the Project.

Article 13
Irregularities and the repayment of funds

1. If the Managing Authority should – based on the provisions of the Subsidy Contract – request the repayment of EU contribution from the Lead Partner, the latter shall call upon the Partner that had caused the irregularity resulting in the repayment of the EU contribution unduly paid according to the request of the Managing Authority.

2. The Partner in question has to repay the requested EU contribution together with the interest on late payment (if relevant) to the Lead Partner.

3. The Partner has to respect the deadline given by the Managing Authority to the Lead Partner for the repayment of the EU contribution. The Partner has to transfer the requested EU contribution together with the interest on late payment (if relevant) to the Lead Partner **5 calendar days** before the deadline set for the Lead Partner.

Article 14
Cooperation with third parties, assignment

1. In case of co-operation with third parties (e.g. concluding sub-contracts) the given Partner shall remain the sole responsible toward the Lead Partner concerning the compliance with its obligations as set out in the present Agreement. Any contracts with third parties will have to be concluded in accordance with EU and national legislation. No 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.

2. In case of legal succession, e.g. when the Partner changes its legal form, the Partner is obliged to transfer all duties under this Agreement to the legal successor. The Partner shall notify the Lead Partner in written form within **5 calendar days** from the date of the legal succession being effected. The Lead Partner shall notify the Joint Secretariat according to the provisions set out in the Subsidy Contract.

Article 15
Language

1. The working language of the partnership shall be **English**. Any official internal document of the Project shall be made available in English.

2. Present Agreement is concluded in English. In case of translation of this Agreement and its annexes into another language the English version shall prevail.

Article 16

Applicable law, liability and force majeure

1. Present Agreement is governed by the legal order of the Slovak Republic. Each 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 Agreement.

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.

Article 17
Concluding provisions

1. Any amendments to this Agreement shall be in writing and shall be signed by all Parties.

2. In case of collision between the Subsidy Contract and this Partnership Agreement, the Subsidy Contract shall prevail.

3. Amendments and supplements to the present Agreement and any waiver of the requirement of the written form must be in written form and have to be indicated as such. The Lead Partner shall notify the Joint Secretariat and the Managing Authority of any amendment or supplement to the present Agreement.

4. If any provision in this Agreement should be wholly or partly ineffective, the rest of the provisions remain binding for the Parties. In such cases the Parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.

5. The Parties commit themselves to take measures in order to ensure that all staff members carrying out work within the Project respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third parties or use it without prior written consent of the Lead Partner and the Partner that provided the information.

6. The Parties will make efforts to settle any disputes arising from this Agreement out of court.

7. 9 original copies will be made of this Agreement of which each Party keeps one original, while three originals are attached to the Subsidy Contracts.

8. The Parties signing the Partnership Agreement have fully understood and accepted the contents of the Subsidy Contract and undertake the activities and responsibilities in the meaning as included therein.

Name of Lead Partner:	IDS Východ, s.r.o.
Name and title of legally authorised representative:	Ing. Radovan Hužvík, statutory representative 1 Ing. Milan Škorupa, PhD. statutory representative 2
Place, date and stamp:	Košice IDS Východ, s.r.o. Turgenevova 36 IČO 526 817 34 040 01 Košice IČ DPH SK 212 110 4293
Signature:	

Name of Partner 1:	Institute of Development of Carpathian Region
Name and title of legally authorised representative:	Nataliya Kablak Director
Place, date and stamp:	Uzhhorod 15.11.2024 ГРОМАДСЬКА ОРГАНІЗАЦІЯ «ІНСТИТУТ РОЗВИТКУ КАРПАТСЬКОГО РЕГІОНУ» Код 39490827 м. УЖГОРОД
Signature:	

Name of Partner 2:	Service for Restoration and Development of Infrastructure in Zakarpattia oblast
Name and title of legally authorised representative:	Yurii Maksymenko, Head of the Service for Restoration and Development of Infrastructure in Zakarpattia oblast
Place, date and stamp:	Uzhhorod 15.11.2024
Signature:	

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

Name of Partner 3:	Košice Self-Governing Region
Name and title of legally authorised representative:	Ing. Rastislav Trnka Statutory representative
Place, date and stamp:	KOŠICKÝ SAMOSPRÁVNY KRAJ -1-
Signature:	

Name of Partner 4:	Prešov Self-Governing Region
Name and title of legally authorised representative:	PaedDr. Milan Majerský, PhD. Statutory representative
Place, date and stamp:	Prešov 5.3.2025
Signature:	

Annex 1 to the Partnership Agreement:

Details of the bank accounts to which the EU contribution of the Partners receiving financial support shall be transferred, data (name and address of bank, IBAN number and SWIFT code of the account) per Partner[1]

Lead Partner	
Name of bank	VÚB, a.s.
Address of bank	Mlynské nivy 1, 829 90 Bratislava
SWIFT code	SUBASKBX
IBAN of the account	SK59 0200 0000 0050 5138 7957

Partner 1	
Name of bank	JSC CB "PRIVATBANK"
Address of bank	1D HRUSHEVSKOHO STR., KYIV, 01001, UKRAINE
SWIFT code	PBANUA2X
IBAN of the account	UA973052990000026004003604491

Partner 2 Service for Restoration and Development of Infrastructure in Zakarpattia oblast	
Name of bank	JSB UKRGASBANK
Address of bank	1, YEREVANSKAYA, KYIV, UKRAINE
SWIFT code	UGASUAUK
IBAN of the account	UA543204780000026009924950648

[1] As ruled by the Guidelines for Applicants, a separate EUR bank account by the Lead Partner for the purposes of the project shall be opened. This bank must be located in the country where the Lead Partner is registered. All Ukrainian Project Participants are obliged to open a bank account in EURO in case of public bodies at the State Treasure, and in case of any others by any of the state-owned banks. The Lead Partner must inform the Managing Authority about any changes in the bank requisites.

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ANNEX IV – LIST OF DOCUMENTS TO BE RETAINED

No.	Document
1.	Submitted Application Form
2.	Notification letter from the Managing Authority awarding subsidy
3.	Subsidy Contract (and its amendments)
4.	Partnership Agreement (and its amendments)
5.	Project Partner Reports
6.	Declarations of Verification of Expenditure
7.	Project Reports and Project Follow-up Reports
8.	Applications for Reimbursement
9.	Each invoice and accounting document of equivalent probative value related to project expenditure (originals to be retained at the premises of the Project Partner concerned)
10.	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
11.	All project deliverables (all materials produced during the project period)
12.	If relevant, documentation related to on-the-spot checks of the Control Bodies (to be retained at the premises of the Project Partner concerned)
13.	If relevant, documentation of monitoring visits of the Joint Secretariat / Managing Authority
14.	If relevant, documentation related to audits
15.	If relevant, the Lead Partner's / Partners' Subsidy contracts on state contribution and the related documents

ANNEX V – APPLICABLE PROJECT SPECIFIC STATE AID RULES (NOT RELEVANT)