

GRANT CONTRACT
- EXTERNAL ACTIONS OF THE EUROPEAN UNION -

**Hungary-Slovakia-Romania-Ukraine ENI Cross-border Co-operation
Programme 2014-2020**

HUSKROUA/1702/3.1/0082

The Ministry of Foreign Affairs and Trade of Hungary (1027 Budapest, Bem rakpart 47, Budapest, Hungary) acting as the Managing Authority for the Hungary-Slovakia-Romania-Ukraine ENI Cross-border Cooperation Programme 2014-2020 (hereinafter referred to as **Managing Authority**)

of the one part,

and

Jakubova Voľa village (Public organisation, registration number 327174, Jakubová Voľa 67, 082 56 Pečovská Nová Ves, Slovak Republic)

(hereinafter referred to as **Lead Beneficiary**)

of the other part,

(hereinafter collectively referred to as the **Parties**)

have agreed as follows:

PREAMBLE

The Lead Beneficiary assures that the Project is implemented and managed in accordance with the provisions of this Grant Contract (hereinafter referred to as **Contract**), with the relevant EU legislation and horizontal policies of the EU in force, with the applicable national legislation and with all instructions set out in the project implementation manual of the Programme.

The Contract is concluded on the basis of the following legal provisions:

- Commission Implementing Decision of 8 October 2014 adopting a programming document for European Union support to ENI Cross-Border Cooperation for the period 2014-2020 (hereinafter referred to as Programming Document)
- Regulation (EU) No 232/2014 of the European Parliament and of the Council of 11 March 2014 establishing a European Neighbourhood Instrument (hereinafter referred to as ENI Regulation);
- Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action (hereinafter referred to as ENI CIR);
- Commission Implementing Regulation (EU) No 897/2014 of 18 August 2014 laying down specific provisions for the implementation of cross-border cooperation programmes financed under Regulation (EU) No 232/2014 of the European Parliament and the Council establishing a European Neighbourhood Instrument (hereinafter referred to as ENI CBC IR);
- 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

- Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests – with reference to Article 5;
- Commission Implementing Decision of 17 December 2015 number C(2015) 9180 adopting the Hungary-Slovakia-Romania-Ukraine ENI Cross-Border Cooperation Programme 2014-2020 (hereinafter referred to as JOP);
- National rules applicable to the Lead Beneficiary and other Beneficiaries;
- Decree no. 554 of the Cabinet of Ministers of Ukraine of 11 July 2018;
- State Aid applicable rules;
- Guidelines for Applicants;
- ENI CBC Financing Agreement of 19 December 2016 concluded between the European Commission and Ukraine;
- Memorandum of Understanding concluded between Hungary and the Member States participating in the Programme;
- Project implementation manual of the Programme.

ARTICLE 1 – PURPOSE

- 1.1. The purpose of this Contract is the award of a grant by the Joint Monitoring Committee for the implementation of the Project entitled: **“The cross-border cultural dialogue for the preservation of Europe's cultural heritage”** (“the Project”) described in Annex I. The grant is financed from the European Neighbourhood Instrument in the framework of the Hungary-Slovakia-Romania-Ukraine Cross-border Cooperation Programme 2014-2020.
- 1.2. The Lead Beneficiary shall be awarded the grant on the terms and conditions set out in this Contract, which consists of these conditions and the annexes, which the Lead Beneficiary hereby declares it has noted and accepted.
- 1.3. The Contract is signed in accordance with the decision of the Joint Monitoring Committee from 12 July 2018 to award a grant to the Project.
- 1.4. The Lead Beneficiary accepts the grant and undertakes to carry out the Project under its own responsibility.
- 1.5. The Lead Beneficiary and the Managing Authority are the only parties to this Contract.

ARTICLE 2 – IMPLEMENTATION PERIOD OF THE PROJECT

- 2.1. This Contract shall enter into force when both Parties sign. The Lead Beneficiary undertakes to sign the contract within 30 days from the date of its reception from the Managing Authority.
- 2.2. Implementation of the Project shall begin on 1 October 2019.
- 2.3. The Project's implementation period, as laid down in the Description of the Project, annexed to this contract (Annex I), is 30 months.
- 2.4. The execution period of this Contract shall end at the moment when final payment is paid by the Managing Authority and, in any event, at the latest 18 months after the end of the implementation period as stipulated in Article 2.3 unless postponed in accordance with Article 17.15

ARTICLE 3 – FINANCING OF THE PROJECT

- 3.1. The total cost of the Project is estimated at **1,025,348.71 EUR**, as set out in the Budget of the Project, annexed to this Contract (Annex II).

- 3.2 The Managing Authority undertakes to finance a maximum of 922,813.83 EUR, equivalent to 90% of the estimated total eligible cost of the Project; the final amount of the eligible costs shall be established in accordance with Articles 10 and 3.5 of this Contract.
- 3.3 Pursuant to Article 10.5, 0.42% of the final amount of direct eligible costs of the Project without investments and works established in accordance with Article 10, may be claimed by the Lead Beneficiary as indirect costs (flat rate financing).
- 3.4 Pursuant to Article 10, the Regulation under which this Contract is financed authorises payment of taxes, including VAT, in the case the Lead Beneficiary can show it cannot reclaim them.
- 3.5 The grant may not exceed the maximum ceiling in Article 3.2 of the Contract either in terms of the absolute value or the percentage stated therein.

If the eligible costs of the Project at the end of the Project are less than the estimated eligible costs as referred to in Article 3.1 of the Contract, the grant shall be limited to the aggregated amount verified in accordance with Art. 6.7 of this Contract for each Beneficiary.

- 3.6 In addition and without prejudice to its right to terminate this Contract pursuant to Article 17, if the Project is implemented poorly or partially - and therefore not in accordance with the Description of the Project in Annex 1 - or late, the Managing Authority may, by a duly reasoned decision and after allowing the Lead Beneficiary to submit its observations, reduce the initial grant in line with the actual implementation of the Project and in accordance with the terms of this Contract. This applies as well with regards to the compliance with the visibility obligations set out in Article 19.

ARTICLE 4 – GENERAL OBLIGATIONS AND LIABILITIES

- 4.1 This Contract and the payments attached to it may not be assigned to a third party in any manner whatsoever without the prior written consent of the Joint Monitoring Committee.
- 4.2 The Lead Beneficiary shall act in partnership with one or more project Partners (Beneficiaries) identified in the Description of the Project. Beneficiaries take part in the implementation of the Project, and the costs they incur are eligible in the same way as those incurred by the Lead Beneficiary. With the exception of infrastructure costs, project Beneficiaries may subcontract a limited portion of the project however the bulk of the activities identified in the Description of the Project must be implemented by the Lead Beneficiary and its Beneficiaries.
- 4.3 The Lead Beneficiary alone shall be accountable to the Managing Authority for the implementation of the Project. It shall undertake that the conditions applicable to it under Articles 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 17.10-22 shall also apply to its Project Beneficiary(ies) (hereinafter referred to as Beneficiary). **In particular, the Lead Beneficiary should undertake that the conditions applicable to it under Article 14 on the recovery procedure by the EU Member States and Ukraine and the European Commission shall also apply to its Project Beneficiaries.** It shall include provisions to that effect as appropriate in its contracts with them. The level of responsibilities shall appropriately and clearly be laid down in the relevant Partnership Agreement.
- 4.4 The Lead Beneficiary is liable towards the Managing Authority for ensuring that all its Beneficiaries fulfil their obligations under this Project. It is also liable towards the Managing Authority for any breach of obligations under this Project by its Beneficiaries in the same way as for its own conduct.
- 4.5 The Managing Authority and the Joint Technical Secretariat cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Lead Beneficiary and Beneficiaries while the Project is being carried out or as a consequence of the Project. The Managing Authority and the Joint Technical Secretariat cannot, therefore, accept any claim for compensation or increases in payment in connection with such damage or injury.

- 4.6 The Lead Beneficiary shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the Project is being carried out or as a consequence of the Project. The Lead Beneficiary shall discharge the Managing Authority/Joint Technical Secretariat of all liability arising from any claim or project brought as a result of an infringement of rules or regulations by the Lead Beneficiary or the Lead Beneficiary's employees or individuals for whom those employees are responsible, or as a result of violation of a third party's rights. For the purpose of Article 3 of this Contract employees of the Lead Beneficiary shall be considered third parties.

ARTICLE 5 – ROLE OF THE LEAD BENEFICIARY

The Lead Beneficiary shall:

- a) monitor that the Project is implemented in accordance with this Contract and ensure coordination with all Beneficiaries in the implementation of the Project;
- b) be the intermediary for all communications between the Beneficiaries and the Managing Authority/Joint Technical Secretariat;
- c) be responsible for supplying all documents and information to the Managing Authority/Joint Technical Secretariat which may be required under this Contract, in particular in relation to the reports and the requests for payment. Where information from the Beneficiaries is required, the Lead Beneficiary shall be responsible for obtaining, verifying and consolidating this information before passing it on to the Managing Authority/Joint Technical Secretariat.

Any information given, as well as any request made by the Lead Beneficiary to the Managing Authority/Joint Technical Secretariat, shall be deemed to have been given in agreement with all Beneficiaries;

- d) inform the Managing Authority/Joint Technical Secretariat of any event likely to significantly affect or delay the implementation of the Project;
- e) inform the Managing Authority/Joint Technical Secretariat of any change in the legal, financial, technical, organisational or ownership situation of the Lead Beneficiary/Beneficiaries, as well as, of any change in the name, address or legal representative of the Lead Beneficiary/Beneficiaries;
- f) be responsible in the event of audits, checks, monitoring or evaluations, as described in Article 11 for providing all the necessary documents, including the accounts of the Beneficiaries, copies of the most relevant supporting documents and signed copies of any contract concluded according to Article 15;
- g) have full financial responsibility for ensuring that the Project is implemented in accordance with this Contract;
- h) establish the payment requests in accordance with the Contract;
- i) be the sole recipient, on behalf of all of the Beneficiaries, of the payments of the Managing Authority. The Lead Beneficiary shall ensure that the appropriate payments are then made to the Beneficiaries without unjustified delay;
- j) not delegate any, or part of, these tasks to the Beneficiaries or other entities.

ARTICLE 6 – NARRATIVE AND FINANCIAL REPORTING

- 6.1 Narrative and financial reports shall be produced in support of payment requests, in compliance with Article 7.2 of this Contract.

6.2 The Lead Beneficiary shall provide the Joint Technical Secretariat with all required information on the implementation of the Project. The report shall describe the implementation of the Project according to the activities envisaged, difficulties encountered and measures taken to overcome problems, eventual changes introduced, as well as the degree of achievement of its results (outcomes and outputs) as measured by corresponding indicators. The report shall be laid out in such a way as to allow monitoring of the objective(s) and results, the implementation progress of foreseen activities, the means envisaged or employed and the budget details for the Project. The level of detail in any report should match that of the Description of the Project and of the Budget for the Project. The Lead Beneficiary shall collect all the necessary information and draw up consolidated interim and final reports. These reports shall:

- a) cover the Project as a whole, regardless of which part of it is financed by the Managing Authority;
- b) consist of a narrative and a financial section drafted using the templates provided by the Managing Authority;
- c) provide a full account of all aspects of the Project's implementation for the period covered, including in case of simplified cost options the qualitative and quantitative information needed to demonstrate the fulfilment of the conditions for reimbursement established in this Contract;
- d) include the current results within an updated table based on the logical framework matrix including the results achieved by the Project (outcomes and outputs) as measured by their corresponding indicators; agreed baselines and targets, and relevant sources of verification;
- e) determine if the intervention logic is still valid and propose any relevant modification including regarding the logical framework matrix;
- f) determine if the budget and financial plan is still valid and propose any relevant modification;
- g) be drafted in the currency and language of this Contract;
- h) include any update on the activity and time plan, communication plan and procurement plan;
- i) include any relevant reports, publications, press releases and updates related to the Project.

6.3 Additionally, the final report shall:

- a) cover any period not covered by the previous reports;
- b) include the proofs of the transfers of ownership as referred to in Article 12

6.4 The Managing Authority/Joint Technical Secretariat may request additional information at any time. The Lead Beneficiary shall provide this information within 30 days of the request, in the language of the Contract.

6.5 If the Lead Beneficiary fails to provide any report or fails to provide any additional information requested by the Joint Technical Secretariat within the set deadline without an acceptable and written explanation of the reasons, the Managing Authority may terminate this Contract according to Article 17.11(a) and (f) and may request full or partial repayment of amounts unduly paid for the Project in accordance with last paragraph of Article 17.16.

- 6.6 Reports shall be submitted in Euro, and may be drawn from financial statements denominated in other currencies, on the basis of the Lead Beneficiary's applicable legislation and applicable accounting standards. In such case and for the purpose of reporting, conversion into the currency set in the Contract shall be made using the rate monthly accounting exchange rate of the Commission of the month during which the expenditure was submitted for examination in view of the expenditure verification report in accordance with Article 32(1) of the ENI CBC IR.

Unless otherwise provided for in the Contract, costs incurred in other currencies than the one used in the Lead Beneficiary's accounts for the Project shall be converted according to its usual accounting practices, provided they respect the following basic requirements:

- (i) they are written down as an accounting rule, i.e. they are a standard practice of the Lead Beneficiary,
- (ii) they are applied consistently,
- (iii) they give equal treatment to all types of transactions and funding sources,
- (iv) the system can be demonstrated and the exchange rates are easily accessible for verifications

In the event of an exceptional exchange-rate fluctuation, the Parties shall consult each other with a view to amending the Project in order to lessen the impact of such a fluctuation. Where necessary, the Managing Authority may take additional measures such as terminating the Contract.

- 6.7 Each beneficiary must provide an expenditure verification report after each 12 months period and for any request for further pre-financing payment. Expenditure declared by the beneficiary in support of a payment request shall be examined by an auditor approved by the Ukrainian Control Contact Point or by a national controller in the Member State being independent from the beneficiary. The auditor or the national controller shall examine whether the costs declared by the beneficiary and the revenue of the project are real, accurately recorded and eligible in accordance with this contract and related instructions and provisions. Lead Beneficiary shall collect the approved expenditure verification report from the Beneficiary and submit to the JTS in due time.

The expenditure verification report shall conform to the template provided by the Managing Authority, shall cover all expenditure and revenue not covered by any previous expenditure verification report and shall be produced by a national controller or by an auditor. The auditor and the national controller shall meet the requirements set out in Article 32(1) of the ENI CBC IR.

- 6.8 The Project implementation manual of the Programme may set out additional reporting requirements.

ARTICLE 7 – PAYMENT ARRANGEMENTS

- 7.1 The first instalment of pre-financing shall be paid to the Lead Beneficiary within 30 days, as from the date of reception by the Managing Authority of the signed Contract. In case the date of implementation in Article 2.2 differs with more than 60 days from the date of the reception of the signed contract by the Managing Authority, the first instalment shall be paid at the latest with 15 days before the date specified in Article 2.2. The payment shall be carried out by the Managing Authority without any request for payment.

- 7.2 Payment shall be made according to the following procedure:

First instalment of pre-financing (10% of the total ENI contribution financed by the Managing Authority): **92,281.38 EUR.**

Second instalment of pre-financing (20% of the total ENI contribution financed by the Managing Authority): **184,562.76 EUR**, at the award of the main works procurement tender, as indicated in the procurement plan.

Third instalment of pre-financing (30% of the total ENI contribution financed by the Managing Authority): **276,844.14 EUR**, deducting the EU contribution corresponding to the pre-financing unspent and/or ineligible, at the approval of the report for the first 12 months of implementation.

Fourth instalment of pre-financing (30% of the total ENI contribution financed by the Managing Authority): **276,844.14 EUR**, deducting the EU contribution corresponding to the pre-financing unspent and/or ineligible, at the approval of the report for the second 12 months of implementation.

Final payment (10% of the total ENI contribution financed by the Managing Authority deducting the EU contribution corresponding to the pre-financing unspent and/or ineligible, at the approval of the Project final report): **92,281.41 EUR**.

- 7.3 With the exception of the first instalment and of the second instalment in case of projects with infrastructure component or works requiring building permission, pre-financing may only be given if the part of the expenditure actually incurred which is financed by the Managing Authority (by applying the percentage set out in Article 3.2 of the Contract) stands at 100% of the previous payment as supported by the corresponding interim report and by an expenditure verification report.

Where the consumption of the previous pre-financing is less than 100%, the amount of the new pre-financing payment shall be reduced by the unused amounts of the previous pre-financing payment.

- 7.4 The total sum of pre-financing under the Contract may not exceed 90% of the amount referred to in Article 3.2 of the Contract.
- 7.5 The Lead Beneficiary shall transfer the corresponding amounts of the grant to its Beneficiaries without delay as from the date of receipt of the instalment of grant, proportionally to each Beneficiary's EU contribution to the Project in case of first pre-financing and proportionally to each Beneficiary's verified expenditures in case of further payments, without making any deduction, retention or further specific charge, and shall submit the proof of transfer to the Joint Technical Secretariat within 10 days. If the Lead Beneficiary fails to provide all proofs of transfer within the set deadline, the Managing Authority shall suspend further payments until the Lead Beneficiary fulfils the above mentioned obligation.
- 7.6 The payment request shall be drafted using the template provided by the Managing Authority and shall be accompanied by:

- a) a narrative and financial report in line with Article 6;
- b) an expenditure verification report and a detailed list of expenditure;

For the purposes of the initial pre-financing payment, the signed contract serves as payment request.

Payment shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information provided.

- 7.7 Payments shall be made in Euro to the Lead Beneficiary's bank account referred to in the financial identification form in Annex IV, which allows the identification of the funds received from the Programme. The initial pre-financing payment shall be made within 30 days as from the date of reception by the Managing Authority of the signed Contract.

Further pre-financing payments and payments of the balance shall be made within 30 days date from the acceptance of the report by the Joint Technical Secretariat.

- 7.8 In case the ENI balance of programme single bank account does not cover the amount to be paid, the payment process will be suspended till the transfer of the ENI contribution from the European Commission is credited to the programme single bank account.

ARTICLE 8 – CONFLICT OF INTEREST AND GOOD CONDUCT

- 8.1 The Lead Beneficiary shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this 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.
- 8.2 Any conflict of interests which may arise during performance of this Contract must be notified in writing to the Joint Technical Secretariat without delay. In the event of such conflict, the Lead Beneficiary shall immediately take all necessary steps to resolve it.
- 8.3 The Joint Technical Secretariat reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.
- 8.4 The Lead Beneficiary 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 this Contract, the Lead Beneficiary shall replace, immediately and without compensation from the Managing Authority/Joint Technical Secretariat, any member of its staff in such a situation.
- 8.5 The Lead Beneficiary shall respect human rights and applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards.

ARTICLE 9 – CONFIDENTIALITY

- 9.1 Subject to Article 11, the Managing Authority and the Lead Beneficiary undertake to preserve the confidentiality of any information, notwithstanding its form, disclosed in writing or orally in relation to the implementation of this Contract and identified in writing as confidential until at least 5 years after the payment of the balance.
- 9.2 The Lead Beneficiary shall not use confidential information for any aim other than fulfilling their obligations under this Contract unless otherwise agreed with the Managing Authority/Joint Technical Secretariat.
- 9.3 The European Commission shall have access to all documents communicated to the Managing Authority and shall maintain the same level of confidentiality.

ARTICLE 10 – FINANCIAL PROVISIONS

- 10.1 Eligible costs are actual costs incurred by the Beneficiary which meet all the criteria set out in Article 48.1-4 of the ENI CBC IR
- 10.2 Subject to paragraphs 1 and 2 of the Article 48 of the ENI CBC IR direct costs of the Beneficiary shall be eligible in accordance with Article 48.5 of the ENI CBC IR
- 10.3 Cost listed in Article 49 of the ENI CBC IR relating to the implementation of the Project shall not be considered eligible.
- 10.4 Eligible costs may also be constituted by any or a combination of the following cost options:

- a) unit costs;
- b) flat-rate financing;

10.5 The methods used by the Lead Beneficiary/Beneficiaries to determine unit costs or flat-rates shall be clearly described and substantiated in Annex II Budget for the Project and shall ensure compliance with the no-profit rule and shall avoid double funding of costs. The information used can be based on the Lead Beneficiary/Beneficiary's historical and/or actual accounting or on external information where available and appropriate.

Costs declared under simplified cost options shall satisfy the eligibility criteria set out in Article 10.1 and 10.2. They do not need to be backed by accounting or supporting documents, save those necessary to demonstrate the fulfilment of the conditions for reimbursement established in Annex I and II. These costs may not include ineligible costs as referred to in Article 10.3 or costs already declared under another costs item or heading of the Budget for the Project. The amounts or rates of unit costs or flat-rates set out in Annex II Budget for the Project may not be amended unilaterally and may not be challenged by ex post verifications.

10.6 The total amount of financing that may be awarded on the basis of simplified cost options in accordance with Article 10.4 a) to b) may not exceed EUR 60 000 per each project.

10.7 The indirect costs for the Project are those eligible costs which may not be identified as specific costs directly linked to the implementation of the Project and may not be booked to it directly according to the conditions of eligibility in Article 10.1. However, they are incurred by the Lead Beneficiary/ Beneficiaries in connection with the eligible direct costs for the Project. They may not include ineligible costs as referred to in Article 10.3 or costs already declared under another costs item or heading of the Budget for the Project.

A fixed percentage of the total amount of direct eligible costs of the Project not exceeding the percentage laid down in Article 3 of this Contract may be claimed to cover indirect costs for the Project. Flat-rate funding in respect of indirect costs does not need to be supported by accounting documents. This amount shall not be taken into account with regard to the maximum amount of simplified cost options.

10.9 Any contributions in kind, which shall be listed separately in Annex II Budget, do not represent actual expenditure and are not eligible costs. Contributions in kind may not be treated as co-financing by the Lead Beneficiary/Beneficiaries. The cost of staff assigned to the Project shall not be considered as contribution in kind and may be considered as part of the minimum 10 % co-financing.

10.10 The grant may not produce a profit for the Beneficiary. Profit is defined as a surplus of the receipts over the eligible costs approved by the Managing Authority when the request for payment of the balance is made. The receipts to be taken into account are the consolidated receipts on the date on which the payment request for the balance is made by the Lead Beneficiary that fall within one of the three following categories:

- a) revenue generated by the Project above the threshold of the Lead Beneficiary's and Beneficiaries' co-financing
- b) financial contributions specifically assigned by the donors to the financing of the same eligible costs financed by this Contract and declared by the Lead Beneficiary as actual costs under this Contract. Further details of handling financial contributions paid by donors are laid down in programme rules.

- c) interest from pre-financing in case it has not been used for project activities.

Where the final amount of the grant determined in accordance with the Contract would result in a profit, it shall be reduced according to programme rules.

10.11 Without prejudice to Article 17.10-22, the time-limits for approval of a report and subsequent payments may be suspended by notifying the Lead Beneficiary that:

- a) the amount indicated in its request of payments is not due, or;
- b) proper supporting documents have not been supplied, or;
- c) clarifications, modifications or additional information to the narrative or financial sections of reports are needed, or;
- d) there are doubts on the eligibility of expenditure and it is necessary to carry out additional checks, including on-the-spot checks to make sure that the expenditure is eligible, or;
- e) it is necessary to verify whether presumed substantial errors, irregularities or fraud have occurred in the grant award procedure or the implementation of the Project, or;
- f) it is necessary to verify whether the Lead Beneficiary have breached any substantial obligations under this Contract, or;
- g) the visibility obligations set out in Article 19 are not complied with.

The suspension of the time-limits for approval of a report and subsequent payments starts when the above notification is sent to the Lead Beneficiary. The time-limit starts running again on the date on which a correctly formulated request for payment is recorded and/or the required information is received. The Lead Beneficiary shall provide any requested information, clarification or document within 15 days of the request.

If, notwithstanding the information, clarification or document provided by the Lead Beneficiary, the payment request is still inadmissible, or if the award procedure or the implementation of the grant proves to have been subject to substantial errors, irregularities, fraud, or breach of obligations, then the Managing Authority may refuse to proceed further with payments and may, in the cases foreseen in Article 17.10-22, terminate accordingly this Contract.

In addition, the Managing Authority may also suspend payments as a precautionary measure without prior notice, prior to, or instead of, terminating this Contract as provided for in Article 17.10-22, as well as applying administrative penalties.

10.12 The Lead Beneficiary shall ensure the respect of the State Aid applicable legislation, as well as the State Aid provisions laid out in Chapter 10 of the Association Agreement between the European Union and Ukraine, in accordance with the instructions set out in the Project implementation manual.

ARTICLE 11 – ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS

11.1 The Lead Beneficiary 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 Beneficiary'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.
- 11.2 The Lead Beneficiary shall ensure that financial section of any report as required under Article 6 and 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 Beneficiary shall prepare and keep appropriate reconciliations, supporting schedules, analyses and breakdowns for inspection and verification.
- 11.3 The Lead Beneficiary shall allow verifications to be carried out by the Managing Authority, the National Authority, the Audit Authority and members of Group of Auditors, the Control Contact Point, the European Commission, the European Anti-Fraud Office, the AFCOS in Member States and the anti-fraud body identified in the Financing Agreement by Ukraine, the European Court of Auditors and any external auditor authorised by any of these bodies. The Lead Beneficiary has to take all steps to facilitate their work.
- 11.4 The Lead Beneficiary shall allow the above entities to:
- d) access the sites and locations at which the Project is implemented;
 - e) examine its accounting and information systems, documents and databases concerning the technical and financial management of the Project;
 - f) take copies of documents;
 - g) carry out on the-spot-checks;
 - h) conduct a full audit on the basis of all accounting documents and any other document relevant to the financing of the Project.
- 11.5 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 and Ukraine. Where appropriate, the findings may lead to recovery by the European Commission.
- 11.6 Access given to agents of the above-mentioned bodies carrying out verifications as provided for by this Article as well as by Article 6.7 and 7.6 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.
- 11.7 Each Beneficiary shall keep all records, accounting and supporting documents related to this Contract for five years following the payment of the balance of the programme, in accordance with Article 70 of the ENI CBC IR, and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been disposed of. The Managing Authority shall inform the Lead Beneficiary when the payment of the balance of the Programme is made by the European Commission.

They shall be easily accessible and filed so as to facilitate their examination and the Lead Beneficiary shall inform the Managing Authority of their precise location in the final report. The Lead Beneficiary shall inform of any change of location without delay..

- 11.8 All the supporting documents shall be available either in the original form, including in electronic form, or in duly justified cases as a copy.
- 11.9 In addition to the reports mentioned in Article 6, the documents referred to in this Article include, *inter alia*:
- a) Accounting records (computerised or manual) from the Lead Beneficiary's accounting system such as general ledger, sub-ledgers and payroll accounts, fixed assets registers and other relevant accounting information;
 - b) Proof of procurement procedures such as tendering documents, bids from tenderers and evaluation reports;
 - c) Proof of commitments such as contracts and order forms;
 - d) Proof of delivery of services such as approved reports, time sheets, photos, transport tickets, proof of attending seminars, conferences and training courses (including relevant documentation and material delivered, certificates) etc;
 - e) Proof of receipt of goods such as delivery slips from suppliers;
 - f) Proof of completion of works, such as acceptance certificates, photos, quality certificates and final technical documentation;
 - g) Proof of purchase such as invoices and receipts;
 - h) Proof of payment such as bank statements, debit notices, proof of settlement by the contractor;
 - i) Proof that taxes and/or VAT that have been paid cannot actually be reclaimed;
 - j) For fuel and oil expenses, a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs;
 - k) Staff and payroll records such as contracts, salary statements, social security documents and time sheets.
- 11.10 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 report, payments or the time-limit for a payment, terminate the Contract and reduce the grant.

ARTICLE 12 – OWNERSHIP/USE OF RESULTS AND ASSETS

- 12.1 Ownership of, and title and intellectual and industrial property rights to, the Project's results, reports and other documents relating to it will be vested in the Lead Beneficiary and Beneficiary(ies), in accordance with the conditions stipulated in the Partnership Agreement..
- 12.2 Without prejudice to Article 12.1, the Beneficiary grants the Managing Authority/Joint Technical Secretariat (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.
- 12.3 The Lead Beneficiary shall ensure that it has all rights to use any pre-existing intellectual property rights necessary to implement this Contract.

- 12.4 In case natural, recognizable persons are depicted in a photograph or film, the Lead Beneficiary shall, in the final report to the Joint Technical Secretariat, submit a statement of these persons giving their permissions for the described use of their images. The above does not refer to photographs taken or films shot in public places where random members of the public are identifiable only hypothetically and to public persons acting in their public activities.
- 12.5 Unless otherwise clearly specified in the Description of the Project in Annex I, the equipment, vehicles and supplies paid for by the Budget for the Project shall be transferred to the final beneficiaries of the Project, at the latest when submitting the final report.

If there are no final beneficiaries of the Project to whom the equipment, vehicles and supplies can be transferred, the Lead Beneficiary may retain ownership of these items or may transfer these items to:

- local authorities
- local Beneficiary(ies)

Such cases should be clearly specified in the Description of the Project in Annex I. Any deviation from the planned ownership and use of equipment, vehicles and supplies is subject to prior authorization. The Lead Beneficiary shall submit a justified written request for authorisation to the Managing Authority/Joint Technical Secretariat, with an inventory listing the items concerned and a proposal concerning their use, in due time and at the latest with the submission of the final report.

In no event may the end use jeopardize the sustainability of the Project or result in a profit for the Lead Beneficiary/Beneficiaries.

- 12.6 Copies of the proofs of transfer of any equipment and vehicles for which the purchase cost was more than 5.000 EUR per item, shall be attached to the final report. Proofs of transfer of equipment and vehicles whose purchase cost was less than 5.000 EUR per item shall be kept by the Lead Beneficiary for control purposes.
- 12.7 In accordance with Article 39.3 of ENI CBC IR, any project including an infrastructure component shall repay the Union contribution if, within five years of the project closure or within the period of time set out in state aid rules, where applicable, it is subject to a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives. Sums unduly paid in respect of the project shall be recovered by the Managing Authority in proportion to the period for which the requirement has not been fulfilled.

ARTICLE 13 – EVALUATION/MONITORING OF THE PROJECT

- 13.1 If the Managing Authority/Joint Technical Secretariat or the European Commission carries out an interim or ex post evaluation or a monitoring mission, the Lead Beneficiary shall undertake to provide it and/or the persons authorised by it with the documents or information necessary for the evaluation or monitoring mission.
- 13.2 If either the Lead Beneficiary or the Managing Authority/Joint Technical Secretariat carries out or commissions an evaluation in the course of the Project, it shall provide the other with a copy of the evaluation report.

ARTICLE 14 – RECOVERY

- 14.1 If any amount is unduly paid to any the project beneficiary, or if recovery is justified under the terms of this Contract, the beneficiary undertakes to pay the Lead Beneficiary, who will repay the Managing Authority these amounts.
- 14.2 In particular, payments made do not preclude the possibility for the Managing Authority to issue a recovery order following an expenditure verification report, a check or an audit or further verification of the payment request
- 14.3 If a verification reveals that the methods used by the beneficiary to determine unit costs or flat-rates are not compliant with the conditions established in this Contract, the Managing Authority shall be entitled to reduce the final amount of the grant proportionately up to the amount of the unit costs or flat rate financing.
- 14.4 The Lead Beneficiary undertakes to repay any amounts paid in excess of the final amount due to the Managing Authority within 60 days of the receipt of the debit note accompanied by the letter by which the Joint Technical Secretariat/Managing Authority requests the amount owed by the Lead Beneficiary.
- 14.5 Should the beneficiary fail to make repayment within the deadline set by the Managing Authority, the Managing Authority may increase the amounts due by adding interest at the rate applied by the European Central Bank to its main refinancing transactions in euro on the first working day of the month in which the time-limit expired, plus three and a half percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline set by the Managing Authority, and the date on which payment is actually made. Any partial payments shall first cover the interest thus established.
- 14.6 Amounts to be repaid to the Managing Authority may be offset against amounts of any kind due to the beneficiary corresponding to the HU-SK-RO-UA ENI CBC 2014-2020 funds by the Managing Authority, after informing it accordingly. This shall not affect the Parties' right to agree on payment in instalments.
- 14.7 The repayment under Article 14.4 or the offsetting under Article 14.6 amount to the payment of the balance.
- 14.8 Bank charges incurred by the repayment of amounts due to the Managing Authority shall be borne entirely by the beneficiary.
- 14.9 Without prejudice to the prerogative of the Managing Authority, if necessary, the European Commission may, as donor, proceed itself to the recovery by any means.

ARTICLE 15 – AWARD AND IMPLEMENTATION OF SUBCONTRACTS

- 15.1 If the Lead Beneficiary and Beneficiaries have to conclude subcontracts with contractors in order to carry out the Project, with the exception of the infrastructure costs, these may only cover a limited portion of the Project and shall respect the contract-award rules and rules of nationality and origin set out in the ENI CBC IR and in the Project implementation manual of the Programme. In particular, the beneficiary may not set any limitation to the nationality of the contractor. All supplies purchased shall originate from an eligible country, as defined in Article 9 of the ENI CBC IR. However, they may originate from any country when the amount of the supplies to be purchased is below 100,000€.
- 15.2 To the extent relevant, the Beneficiaries shall ensure that the conditions applicable to them under Articles 4, 6, 8, 11 and 19 are also applicable to all subcontractors. The Lead Beneficiary shall provide in its report to the Joint Technical Secretariat a comprehensive and detailed report on the award and implementation of the contracts awarded under Article 15.1, in accordance with the reporting requirements.

- 15.3 In duly justified cases, the subcontracting limit does not apply to Projects focused on investment activities, notably to Large Infrastructure Projects.

ARTICLE 16 – AMENDMENT OF THE CONTRACT

- 16.1 Any amendment to this Contract, including the annexes thereto, shall be set out in writing. This Contract can be modified only during its execution period.
- 16.2 The amendment may not have the purpose or the effect of making changes to this Contract that would call into question the grant award decision or be contrary to the equal treatment of applicants.
- 16.3 If an amendment is requested by the beneficiaries, the Lead Beneficiary shall submit a duly justified request to the Joint Technical Secretariat 30 days before the date on which the amendment should enter into force, unless there are special circumstances duly substantiated and accepted by the Joint Technical Secretariat. Such amendment will be embodied in form of an Addendum to the Contract.
- 16.4 Where the amendment to the Budget and/or Description of the Project does not affect the basic purpose of the Project and the financial impact is limited to a transfer between items within the same main budget heading including cancellation or introduction of an item, or a transfer between main budget headings involving a variation of 20% or less of the amount originally entered (or as modified by addendum) in relation to each concerned main heading for eligible costs, the Lead Beneficiary may amend the Budget and/or Description of the Project and shall inform the Joint Technical Secretariat accordingly. Lead Beneficiary shall submit such amendments collected during the concerned reporting period in form of a 'request for modification(s)' for approval to the Joint Technical Secretariat by the end of the reporting period but in the interim or final report at the latest. This method may not be used to amend the headings for indirect costs, or the amounts or rates of simplified cost options defined in the Contract.
- 16.5 Changes of address, bank account or auditor may simply be notified by the Lead Beneficiary. However, in duly substantiated circumstances, the Joint Technical Secretariat may oppose the Lead Beneficiary's choice.
- In case the Lead Beneficiary fails to properly inform the Joint Technical Secretariat on the details of its bank account opened specifically for the project, all consequences including those of financial nature shall be borne by the Lead Beneficiary.
- 16.6 The Joint Technical Secretariat reserves the right to require that the auditor referred to in Article 21.2 be replaced if considerations which were unknown when this Contract was signed cast doubt on the auditor's independence or there is no compliance with professional standards or the terms of reference for expenditure verification set out by the programme.

ARTICLE 17 – EXTENSION, SUSPENSION AND TERMINATION OF THE CONTRACT

- 17.1 The implementation period of the Project is laid down in Article 2 of this Contract. The Lead Beneficiary shall inform the Joint Technical Secretariat without delay of any circumstances likely to hamper or delay the implementation of the Project. In exceptional and justified cases the Lead Beneficiary may request an extension of the Project implementation period no later than 30 days before it ends in accordance with Article 16. The request shall be accompanied by all the supporting evidence needed for its appraisal. Final decision on such requests is a subject of approval by the Managing Authority. The project can be extended only once and maximum with 6 months. In the event of unforeseen and duly justified needs or circumstances, following a reasoned request from the Lead Beneficiary, the Joint Monitoring Committee may agree on further extension of the implementation period of a Project.

- 17.2 The Lead Beneficiary may suspend implementation of the Project, or any part thereof, if exceptional circumstances, notably of force majeure, make such implementation excessively difficult or dangerous. The Lead Beneficiary shall inform the Joint Technical Secretariat without delay, stating the nature, probable duration and foreseeable effects of the suspension.
- 17.3 The Lead Beneficiary or the Managing Authority may then terminate this Contract in accordance with Article 17.10. If the Contract is not terminated, the Lead Beneficiary shall endeavour to minimise the time of its suspension and any possible damage and shall resume implementation once circumstances allow, informing the Joint Technical Secretariat accordingly.
- 17.4 The Managing Authority/Joint Technical Secretariat may request the Lead Beneficiary to suspend implementation of the Project, or any part thereof, if exceptional circumstances, notably of force majeure, make such implementation excessively difficult or dangerous. To this purpose, the Managing Authority/Joint Technical Secretariat shall inform the Lead Beneficiary stating the nature and probable duration of the suspension.
- 17.4 The Lead Beneficiary or the Managing Authority may then terminate this Contract in accordance with Article 17.10-22. If the Contract is not terminated, the Lead Beneficiary shall endeavour to minimise the time of its suspension and any possible damage and shall resume implementation once circumstances allow and after having obtained the approval of the Managing Authority/Joint Technical Secretariat.
- 17.5 The Managing Authority may also suspend this Contract or the participation of a Lead Beneficiary/Beneficiaries in this Contract if the Managing Authority/Joint Technical Secretariat has evidence that, or if, for objective and well justified reasons, the Managing Authority/Joint Technical Secretariat deems necessary to verify whether presumably:
- a) the grant award procedure or the implementation of the Project has been subject to substantial errors, irregularities, fraud or corruption;
 - b) the Lead Beneficiary/Beneficiaries have breached any substantial obligation under this Contract.
- 17.6 The Lead Beneficiary shall provide any requested information, clarification or document within 30 days of receipt of the requests sent by the Managing Authority/Joint Technical Secretariat. If, notwithstanding the information, clarification or document provided by the Lead Beneficiary, the award procedure or the implementation of the grant prove to have been subject to substantial errors, irregularities, fraud, or breach of obligations, then the Managing Authority may terminate this Contract according to Article 17.11.
- 17.7 The term force majeure, as used herein covers any unforeseeable events, not within the control of either party to this Contract and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosion. A decision of the European Union to suspend the cooperation with the Partner Country is considered to be a case of force majeure when it implies suspending funding under this Contract.
- 17.8 The Lead Beneficiary shall not be held in breach of its contractual obligations if it is prevented from fulfilling them by circumstances of force majeure.
- 17.9 In case of suspension according to Articles 17.2, 17.4 and 17.6, the implementation period of the Project shall be extended by a period equivalent to the length of suspension, without

prejudice to any amendment to the Contract that may be necessary to adapt the Project to the new implementing conditions.

- 17.10 In the cases foreseen in Article 17.2 and 17.4, if the Lead Beneficiary or the Managing Authority believes that this Contract can no longer be executed effectively or appropriately, it shall duly consult the other. Failing agreement on a solution, the Lead Beneficiary or the Managing Authority may terminate this Contract by serving two-months written notice, without being required to pay indemnity.
- 17.11 Without prejudice to Article 17.10, in the following circumstances the Managing Authority may, after having duly consulted the Lead Beneficiary, terminate this Contract without any indemnity on its part when:
- a) the Lead Beneficiary fails, without justification, to fulfil any substantial obligation incumbent on them individually or collectively by this Contract and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 30 days of receipt of the letter;
 - b) the Lead Beneficiary or any person that assumes unlimited liability for the debts of the Lead Beneficiary is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under any national law or regulations relevant to the Beneficiary;
 - c) the Lead Beneficiary, or any related entity or person, have been found guilty of an offence concerning their professional conduct proven by any means;
 - d) it has been established by a final judgment or a final administrative decision or by proof in possession of the Managing Authority that the Lead Beneficiary has been guilty of fraud, corruption, involvement in a criminal organisation, money laundering or terrorist financing, terrorist related offences, child labour or other forms of trafficking in human beings or has committed an irregularity;
 - e) a change to the Lead Beneficiary's legal, financial, technical, organisational or ownership situation or the termination of the participation of the Lead Beneficiary substantially affects the implementation of this Contract or calls into question the decision awarding the grant;
 - f) the Lead Beneficiary or any related person, are guilty of misrepresentation in supplying the information required in the award procedure or in the implementation of the Project or fail to supply – or fail to supply within the deadlines set under this Contract - any information related to the Project required by the Managing Authority/Joint Technical Secretariat;
 - g) the Lead Beneficiary has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;
 - h) the Managing Authority/Joint Technical Secretariat has evidence that the Lead Beneficiary, or any related entity or person, has committed substantial errors, irregularities or fraud in the award procedure or in the implementation of the Project;
 - i) the Lead Beneficiary is subject to an administrative penalty referred to in Article 17.18;
 - j) the Managing Authority/Joint Technical Secretariat has evidence that the Lead Beneficiary is subject to a conflict of interests;
 - k) the European Commission has evidence that the Lead Beneficiary has committed systemic or recurrent errors or irregularities, fraud, or serious breach of obligations

under other grants financed by the European Union and awarded to that specific Lead Beneficiary under similar conditions, provided that those errors, irregularities, fraud or serious breach of obligations have a material impact on this grant.

The cases of termination under points (b), (c), (d), (h), (j) and (k) may refer also to persons who are members of the administrative, management or supervisory body of the Lead Beneficiary and/or to persons having powers of representation, decision or control with regard to the Lead Beneficiary.

- 17.12 In the cases referred to in points (c), (f), (h) and (k) above, any related person means any physical person with powers of representation, decision-making or control in relation to the Lead Beneficiary. Any related entity means, in particular, any entity which meets the criteria laid down by Article 1 of the Seventh Council Directive No 83/349/EEC of 13 June 1983.
- 17.13 In duly justified cases, the participation of a Beneficiary(ies) in this Contract may be also terminated by the Lead Beneficiary. To this purpose, the Lead Beneficiary shall communicate to the Managing Authority/Joint Technical Secretariat the reasons for the termination of its participation and the date on which the termination shall take effect, as well as a proposal on the reallocation of the tasks of the Beneficiary(ies) whose participation is terminated, or on its possible replacement. The proposal shall be sent in good time before the termination is due to take effect. If the Managing Authority/Joint Technical Secretariat agrees, the Contract shall be amended accordingly in conformity with Article 16 with the prior written consent of the Joint Monitoring Committee.
- 17.14 The payment obligations of the Managing Authority under this Contract shall end 18 months after the implementation period laid down in Article 2, unless this Contract is terminated according to Article 17.10-22.

The Managing Authority shall postpone this end date, so as to be able to fulfil its payment obligations, in all cases where the Lead Beneficiary has submitted a payment request in accordance with contractual provisions or, in case of dispute, until completion of the dispute settlement procedure provided for in Article 18. The Managing Authority shall notify the Lead Beneficiary of any postponement of the end date.

- 17.15 This Contract may be terminated if it has not given rise to any payment by the Managing Authority on top of the first instalment within two years of its signature.
- 17.16 The Joint Monitoring Committee will be notified by the Managing Authority concerning eventual decisions to terminate a Contract.
- 17.17 Upon termination of this Contract the Lead Beneficiary shall take all immediate steps to bring the Project to a close in a prompt and orderly manner and to reduce further expenditure to a minimum.

Without prejudice to Article 10, the Lead Beneficiary shall be entitled to payment only for the part of the Project carried out, excluding costs relating to current commitments that are due to be executed after termination.

To this purpose, the Lead Beneficiary shall introduce a payment request to the Managing Authority/Joint Technical Secretariat within the time limit of three months starting from the date of termination.

In the event of termination according to Article 17.11, the Managing Authority may agree to reimburse the unavoidable residual expenditures incurred during the notice period, provided, the first paragraph of this Article has been properly executed.

In the cases of termination foreseen in Article 17.12 a), c), d), f), h) and k) the Managing Authority may, after having properly consulted the Lead Beneficiary and depending on the gravity of the failings, request full or partial repayment of amounts unduly paid for the Project.

- 17.18 Without prejudice to the application of other remedies laid down in the Contract, a sanction of exclusion from all contracts and grants financed by the EU, may be imposed, after an adversarial procedure, upon the Lead Beneficiary who, in particular,

is guilty of grave professional misconduct, has committed irregularities or has been found in serious breach of its contractual obligations. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, three years;

is guilty of fraud, corruption and participation in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, five years;

- 17.19 In the situations mentioned in Article 17.18, in addition or in alternative to the sanction of exclusion, the Lead Beneficiary may also be subject to financial penalties representing 2-10% of the contract value.

- 17.20 Where the Managing Authority is entitled to impose financial penalties, it may deduct such financial penalties from any sums due to the Lead Beneficiary or call on the appropriate guarantee.

- 17.21 The decision to impose administrative sanctions may be published on a dedicated internet-site, explicitly naming the Lead Beneficiary.

- 17.22 The abovementioned administrative sanctions may also be imposed to persons who are members of the administrative, management or supervisory body of the Lead Beneficiary, to persons having powers of representation, decision or control with regard to the Lead Beneficiary.

ARTICLE 18 – APPLICABLE LAW AND DISPUTE SETTLEMENT

- 18.1 This Contract shall be governed by the Hungarian law, being the law of the country of the Managing Authority.

- 18.2 The parties to this Contract shall do everything possible to settle amicably 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 Beneficiary and the Managing Authority shall reply to a request sent for an amicable settlement within 30 days. Once this period has expired, or if the attempt to reach amicable settlement has not produced an agreement within 120 days of the first request, the Lead Beneficiary or the Managing Authority may notify the other part that it considers the procedure to have failed.

- 18.3 In the event of failure to reach an amicable agreement, the dispute may by common agreement of the Lead Beneficiary and the Managing Authority be submitted for conciliation by the European Commission. If no settlement is reached within 120 days of the opening of the conciliation procedure, each party may notify the other that it considers the procedure to have failed.

- 18.4 In the event of failure of the above procedures, each party to this Contract may submit the dispute to the courts of the country of the Managing Authority

ARTICLE 19 – VISIBILITY

- 19.1 Unless the European Commission agrees or requests otherwise, the Lead Beneficiary shall take all necessary steps to publicise the fact that the European Union has financed or co-financed the Project. Such measures shall comply with the Communication and Visibility Manual for European Union External Actions laid down and published by the European Commission, that can be found at: https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en

and with any other provisions of the Hungary-Slovakia-Romania-Ukraine ENI Cross-border Cooperation Programme 2014-2020, as published in the web-site of the Programme.

- 19.2 The Lead Beneficiary shall submit a communication plan for the approval of the Managing Authority/Joint Technical Secretariat and report on its implementation in accordance with Article 6.
- 19.3 In particular, the Lead Beneficiary shall mention the Project and the European Union's financial contribution in information given to the final recipients of the Project, in its annual reports, and in any dealings with the media. It shall display the European Union and Programme logos wherever appropriate.
- 19.4 Any notice or publication by the Beneficiary concerning the Project, including those given at conferences or seminars, shall specify that the Project has received European Union funding by the Programme. Any publication by the Beneficiary, in whatever form and by whatever medium, including the internet, shall include the following statement: 'This document has been produced with the financial assistance of the European Union and the Programme. The contents of this document are the sole responsibility of the Ivano-Frankivsk National Technical University of Oil and Gas and can under no circumstances be regarded as reflecting the position of the Managing Authority/ Joint Technical Secretariat or the European Union.'
- 19.5 The Lead Beneficiary authorises the Managing Authority/Joint Technical Secretariat and the European Commission to publish its name and address, nationality, the purpose of the grant, duration and location as well as the maximum amount of the grant and the rate of funding of the Project's costs, as laid down in Article 3. Derogation from publication of this information may be granted if it could endanger the Lead Beneficiary or harm his/her interest.

ARTICLE 20 – DATA PROTECTION

- 20.1 Any personal data will be processed in accordance with applicable national legislation solely for the purposes of the performance, management, monitoring and control of this Contract by the Managing Authority/Joint Technical Secretariat and may also be passed to the bodies charged with monitoring or inspection tasks under European Union law. Lead Beneficiary will have the right of access to his/her personal data and the right to rectify any such data.
- 20.2 The Lead Beneficiary shall limit access and use of personal data to that strictly necessary for the performance, management, monitoring and control of this Contract and shall adopt all appropriate technical and organisational security measures necessary to preserve the strictest confidentiality and limit access to this data.
- 20.3 The Lead Beneficiary duly consents to the fact that the Data Controller (Ministry of Foreign Affairs and Trade) and the Technical Data Processor (Széchenyi Programiroda Nonprofit

Kft.) will manage all the personal data included in the Application and provided in the contracting or project implementation phase in line with 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).

ARTICLE 21 – CONTRACT ADDRESSES

- 21.1 Any communication relating to this Contract, including payment requests and attached reports, requests for changes to bank account arrangements must be in writing, state the number and title of the Project and be sent to the following addresses:

For the Joint Technical Secretariat (on behalf of the Managing Authority)

Szép u. 2, 4th floor, 1053 Budapest, Hungary

For the Lead Beneficiary

Jakubová Voľa 67. 082 56 Pečovská Nová Ves, Slovak Republic

- 21.2 The audit company which will carry out the verification for the Ukrainian Beneficiary 1 referred to in Article 6.7 is

AUDIT AND CONSULTING FIRM «BUSINESS PARTNERS», LTD
(code EDRPOU 37741155)

79058 Lviv, Masaryk Street, 18/130,
Ukraine, Uzhgorod, sq. B.Khmel'nitskogo, 21A,
Tel: +38(032) 249-36-61; +38(050)31-736-61
E-mail: businesspartners@ukr.net

ARTICLE 22 - ANNEXES

- 22.1 The following documents are annexed to the Contract and form an integral part of it:

- Annex I: Description of the Project (updated part of the GAF (incl. Activity, Time, Communication, Procurement, (Risk management) plans and Logical Framework Matrix)
- Annex II: Budget of the Project indicated per Beneficiary including ENI share in amount and in percentage
- Annex III: Financial identification form
- Annex IV: Legal Entity Sheet
- Annex V: Partnership Agreement

- 22.2 In the event of conflict between the provisions of the present Contract and any Annex thereto, the provisions of the Contract shall take precedence.

Done in English in 6 originals, one original being for the Managing Authority, one original being for the Joint Technical Secretariat and 4 originals being for the Lead Beneficiary.

For the Lead Beneficiary

Name Magdaléna Sasaráková

Title May

Signature and stamp

Date 30.9.2019

For the Managing Authority

Name Péter K

Deputy

Signature and stamp

27 September



**Hungary
Slovakia
Romania
Ukraine**



Managing Authority: Prime Minister's Office of Hungary

Hungary-Slovakia-Romania-Ukraine

ENI Cross-border Cooperation Programme

2014-2020

Grant Application Form

for the 2nd Call for Proposals_2017

Open call procedure for regular project proposals

Deadline for submission: 01/12/2017

1. General information

1.1. Project identification

Reference of the call for proposals	HUSKROUA/1702
Thematic objective ¹	3. TO - Promotion of local culture and preservation of historical heritage
Programme priority ²	3.1 Promoting local culture and history along with tourism functions
Project full title	The cross-border cultural dialogue for the preservation of Europe's cultural heritage
Project acronym	-
Name of the Lead Applicant [in English] and country of registration ³	Jakubova Vola village , Slovakia
Applicant(s) ⁴	Velkyj Bereznyj village council Charitable Foundation "Center for Civic Initiatives"

¹ Section 1.3 of the Guidelines for Applicants

² Section 1.3 of the Guidelines for Applicants

³ Section 2.1.2 (a) in the Guidelines for Applicants

⁴ Section 2.1.2 (c) in the Guidelines for Applicants

1.2. Information on the Lead Applicant

Name of the Lead Applicant	Jakubova Vola village Jakubová Vola
Legal status ⁵	Public
Postal address	Pečovská Nová Ves Jakubova Vola 67 082 56 Slovakia
Telephone/fax	+421911382666
Email	starosta@jakubovavola.sk
Contact person and position within the organization/ institution:	Ms. Magdaléna Sasaráková mayor of the village
Mobile and e-mail of the contact person	+421911382666 starosta@jakubovavola.sk
Website of the Lead Applicant	

⁵ Section 2.1.1 (1) in the Guidelines for Applicants. The statutes must make it possible to ascertain that the organisation was set up by an act governed by the national law of the country concerned (Hungary, Slovakia, Romania and Ukraine). In this respect, any legal entity whose statutes have been established in another country cannot be considered as an eligible local organisation

1.3. Information on the other Applicants

Name of Applicant 1	Velykobereznianska selyshchna rada Velkyj Bereznyj village council
Country of registration of Applicant 1	Ukraine
Name of Applicant 2	Blahodiinyi fond "Tsentr hromadskykh initsiatyv" Charitable Foundation "Center for Civic Initiatives"
Country of registration of Applicant 2	Ukraine

1.4. Summary of the Project

Location of the project activities	Lead Applicant - Jakubova Vola , Slovakia, Prešovský samospávny kraj, Jakubova Vola Applicant 1 - Velkyj Bereznyj , Ukraine, Zakarpattia, Velkyj Bereznyj Applicant 2 - CF CCI, Ukraine, Zakarpattia, Perechyn
Nature of the project ⁶	Integrated Project
Type of the action ⁷	Soft with infrastructure component
Duration of the project (months) ⁸	30
Project overview	The project is aimed at promoting local culture and preserving cultural heritage. Its main objective is to preserve the traditions and cultural heritage typical for the Slovak-Ukrainian border. Infrastructure renewal will create the suitable conditions for the presentation and dissemination of places of tradition and cultural heritage. Thanks to cross-border exchanges and joint cultural events, people will learn more about cultural heritage and traditions. New friendships and relationships between the people of each partner will be created. Thanks to the implementation of this project, we expect an increase in the interest in cultural heritage because cross-border activities will cover a much larger target group of people, with an increase in the number of visitors and tourists. The results and activities of the project will have positive impact to all local residents, visitors, tourists as well as providers of services in tourism.
Planned total budget of the project	1 025 348,71EUR
Requested EU contribution	922 813,83EUR
- % of total eligible cost of Project	90,00

⁶ Section 2.1.3 (c) in the Guidelines for Applicants: the projects can be either integrated (where each partner carries out a part of the activities of the joint action on its own territory) or symmetrical (where similar activities are carried out in parallel in the eligible territory of two or more countries)

⁷ Infrastructure refers to a set of works, activities or services intended to produce physical assets such as roads, bicycle lanes, bridges, buildings (e.g.: rehabilitation of a bridge or building 3 km of bicycle lanes). Soft with infrastructure component comprises of a mixture of works, activities and services that include both non-physical and physical assets (e.g. new rules, policies or training for emergency intervention together with rehabilitation of a building that would host the intervention team and equipment). Soft: a project in which the project's activities produce results that are not necessary tangible. A soft project starts with an idea and results in specific accomplishments that are distinguished from the initial situation (e.g. capacity building, sharing best practice, setting up a network, writing a research, etc.)

⁸ Section 2.1.3 in the Guidelines for Applicants

1.5. Partnership

1.5.1. Composition of the Partnership

Jakubová Voľa village is located in Sabinov district and despite it has only 413 inhabitants it is an important administrative, economic, cultural, recreational center of the region. It manages elementary school and kindergartne, which significantly increases the quality of life in the village. The village is very active in supporting many cultural and social events. The village has sufficient technical and administrative facilities to be able to implement the project with an extent. The village has experience in organizing cultural and social events with international participation, has experience in improving and creating conditions for the creation and development of cross-border cooperation in the field of support and protection of cultural heritage with elements of tourism development. For experience with the implementation of projects and grants financed from EU funds, the partners decided to retain the role of lead partner.

The second partner is the Velkyj Bereznyj village council in the Transcarpathian region, located near the Slovak border, which has about 6650 inhabitants. It has financial and institutional stability and sufficient capacities and human resources to be able to ensure the project is functioning both in the implementation and the operational phase of the project. As a village council close to the Slovak-Ukrainian border, it forms an important center of cross-border activities.

The third partner of the project is the Ukrainian foundation „Centre for Civic Initiatives Charitable Foundation Charitable” from Perechyn, located in the Transcarpathian region of western Ukraine. There are many nationalities in the town of Perechyn, including the Slovaks and Hungarians. The city is often visited for the surrounding natural and cultural beauty. The partner has many experience in different thematic areas and also has technical and administrative background for project implementation.

1.5.2. Arrangements among Partners / beneficiaries

The partners will work together on implementation of the project, in such a way to fulfill the main project goal and make the best use of the potential of the Slovene-Ukrainian border. Each partner will be responsible for implementation of their own project tasks and for their financial side. The Lead Applicant will be responsible for overall project implementation, who will also be responsible for the financial side of the project and the distribution of funds among the individual partners. The partners will regularly communicate and actively participate in the implementation of the project. The project partners selected the persons, who will be involved in the implementation of the project and will communicate regularly with each other. On the Slovak side, Jakubova Voľa will take over the implementation of the project and the Velkyj Bereznyj village council will be on the Ukrainian side.

1.5.3. Task distribution/identification of roles during the project implementation

Joint development - Project partners have started working on the idea of the project in the past. So far, there was several preparatory meetings where the partners have defined individual project tasks, its budget as well as the timetable. Partners also organized personal meetings during the preparation of the project, the partners regularly communicated by email and by phone.

Joint Implementation - The Partners will proceed together to implement the project in such a way as to make the best possible use of the potential of the border to develop it. Each partner will be responsible for the implementation of his / her tasks in the project while helping to implement the activities of other partners. The implementation of the project as a whole will be the responsibility of the Lead Partner who manages the implementation of its activities while monitoring the implementation of the activities of the other partners. The joint implementation of the project will, in addition to personal meetings, also be based on regular communication, ensuring the smooth running of the project.

Joint Staffing - Each partner will designate a project team for the implementation of the project, consisting of people with sufficient experience and knowledge to implement such a project. Everyone working on the project will communicate and collaborate on a regular basis to carry out the project tasks and help each other.

Joint financing - The budget of the project was drawn up taking into account the financial possibilities and

individual needs of the partners. During the process of creation the budget was putting great emphasis on economics and economy. The financial affairs of the project will be managed by a lead applicant who, after receiving ERDF reimbursement will redistribute funds between all partners.

2. Project Description

2.1. Overall objective of the Project

The main objective of the project is to increase and promote awareness of rich cultural heritage through a renewed infrastructure that will contribute to natural development and will have a positive impact on the preservation and development of the cultural values of the Slovak-Ukrainian border as well as on the increased number of tourists and visitors. Partners will create and strengthen the technical, infrastructural and institutional background and put a founding stone to new intense cooperation on which partners can build their soft activities, promote the intangible cultural heritage and develop joint partnership. At the same time, we will contribute to the overall objective of the Program, which is to support local culture and preserve historical heritage.

2.2. Please describe the specific objectives of your project.

1. Improvement of infrastructure for the presentation of cultural heritage
2. Raising awareness of the cultural heritage and traditions of the Slovak-Ukrainian border

2.3. Logical framework matrix

	Intervention logic	Indicators	Sources and means of verification	Assumptions (What other conditions must exist?)
Overall objectives	To increase and promote awareness of rich cultural heritage through a renewed infrastructure that will contribute to natural development and will have a positive impact on the preservation and development of the cultural values of the Slovak-Ukrainian border as well as on the increased number of tourists and visitors	1. Raising number of visitors of reconstructed areas from 0 to 1000 2. Increase number of visitors, tourists in cross-border region by 2%	1. lists of participants, evidence lists, photo documentation 2. Statistics of Slovak Republic and Ukraine	n.r.
Specific objectives	1. Improvement of infrastructure for the presentation of cultural heritage 2. Raising awareness of the cultural heritage and traditions of the Slovak-Ukrainian border	1. Number of reconstructed infrastructural components - 3 2. Number of organized events - 5	1. invoices, handover protocol, photo documentation 2. list of participants, photo documentation, invoices	1. all permits, precision selection of supplier 2. interest of people participate on events

Expected results	1. Raising awareness of cultural heritage 2. Reconstructed infrastructure	1. 1000 visitors are expected. 2. 3 infrastructural components will be reconstructed	1. Statistical office of the Slovak republic and Ukraine, evidence lists 2. number of new cultural activities organized after the project	1. active engagement of cultural and tourist organization 2. willingness of organization to organize new events also after the realization of project
Activity Group 1 Activity 1,2,3,4,5	1. Recording of common CD 2. 2 cultural events in Perechyn 3. Folklore festival 4. Opening ceremony of the cultural centre 5. Presentation day	Subcontracted services Subcontracted suppliers Purchasing of equipment	Information in media, on website Project reports	1. Qualified project team 2. Willingness of all persons involved (project team, subcontractors, participants, visitors, etc.) 3. Experience of subcontractors 4. Observance of terms set by time schedule 5. Compliance of project budget
Activity Group 2 Activity 1,2,3,4,5	n.r.	n.r.	n.r.	n.r.
Activity Group 3 Activity 1,2,3,4,5	n.r.	n.r.	n.r.	n.r.
Activity Group 4 Activity 1,2,3,4,5	1. Repair of the museum "Lemkivska Sadyba" 2. Reconstruction of the cultural centre 3. Investment Termachuv Tract	Subcontracted suppliers of reconstruction works Personnel salary Subcontracted equipment	Handover protocol Project reports Information on websites of each partner Information in media	1. Qualified project team 2. Willingness of all persons involved (project team, subcontractors, participants, visitors, etc.) 3. Experience of subcontractors 4. Observance of terms set by time schedule 5. Compliance of project budget
Activity Group 5 Activity 1,2,3,4,5	n.r.	n.r.	n.r.	n.r.
Activity Group 6 Activity 1,2,3,4,5	1. Project meetings 2. Day-to-day management	Personnel salary, Subcontracted suppliers	Project reports Information on websites of each partner Minutes from meetings	1. Qualified project team 2. Observance of terms set by time schedule 3. Compliance of project budget

2.4. Indicators

	Source of verification	Base value	Target value	Activities Group
Which is/are the Programme result indicator(s) to which the project will contribute? Consult section 4.8 of the JOP for the Programme output indicators.				
Additional number of visitors of reconstructed sites (visitors)	attendance list, evidence of visitors	0,00	20 000	
Which are the Programme output indicator(s) to which your project contributes? Consult the list of programme result indicators in section 4.7. of the JOP.				
Number of cross- border cultural events organised and touristic products developed using ENI support (CO18)	participants list, photos, invoices	0,00	5,00	
Number of organisations using programme support for promoting local culture and preserving historical heritage (CO16)	report from project implementation	0,00	3,00	
Which are the expected results of your project (e.g. number of regional policy changes, number of members of target group given additional training, percentage reduction of certain pollutants in a river system, number of new business start- ups). Please mention all project expected results as well as the corresponding Activities Group where they are achieved				
Raising awareness of cultural heritage	photo documentation, participants list, invoices	0,00	3 275,00	Presentation of culture
Reconstructed infrastructure	invoices, handout protocol, photo documentation	0,00	3	Improving the infrastructure
Which are the outputs that define your project and would measure its progress (e.g. number of reports written, number of seminars held, kilometres of riverbed cleaned, number of innovation centres opened)? Please mention all project expected outputs as well as the				
Cultural events	participants lists, photos, Invoices	0,00	5,00	Presentation of culture
CD	invoice, CD	0,00	3 000,00	Presentation of culture

2.5. Preconditions, transferability and sustainability

2.5.1: Preconditions and assumptions

The main assumption for the sustainability of the project during its implementation is a quality and qualified project team that will be involved in its implementation. The project team will be made up of experts with experience and knowledge so that its members are able to solve unexpected problems or situations. Members will communicate and collaborate on a regular basis, so that the project goals are achieved in accordance with the project budget and timetable. The smooth implementation of the

project will also be ensured by a strict selection of suppliers and service providers, so as to avoid the risk of late or poor quality service. After the end of the project, its sustainability will be ensured through the distribution of promotional materials about the project, which will be freely accessible to all without distinction. The newly created infrastructure will also serve after the end of the project for the presentation and preservation of cultural and social values.

2.5.2. Dissemination, capitalisation and possibilities for replication and extension

In the context of the sustainability of project - outputs and outcomes, partners will primarily focus on promotional and information activities that will seek to keep awareness of the project after its completion. Through the promotion and dissemination of information on the possibilities of using the cultural heritage, they will try to keep the results and outputs of the project even after its completion. Information and promotion will be secured through each partner's website, through information centers - distribution of promotional materials; information boards and memorials at project sites or through local media. Thanks to huge amount of information activities we assume that the third non-directly associated groups will learn about its outputs and results.

2.5.3. Financial and institutional sustainability of the project

For the institutional sustainability will be responsible all the project partners. All project outputs will remain in property of the partners who will be responsible for them. Their role will be also financial support of sustainability of outputs or possibly bearing the cost of sustainability. If the project will be successful and the main condition will be accomplished - obtaining non-repayable financial support, individual project activities will be funded from EU sources as well as from own resources. The partners are prepared to finance the costs incurred in the project from their own resources both during and after the project implementation. Within their institutional budgets, have been created sufficient financial reserves to cover any unforeseeable expenditure. All promotional activities and outputs will be freely available for everyone without any difference after the realization of the project. After the project ends, partners will also inform about their implementation on their websites.

3. Relevance of the Project

3.1. Relevance of the project to the Programme's thematic objective/priority.

The project is in accordance with the Thematic Objective 3: Promotion of local culture and preservation of historical heritage.

The main idea of the project is to support the development and preservation of the rich cultural heritage of the border. Our goal is to create dignified conditions for the development and preservation of tradition, cultural and social values. There are many cultural and historical monuments on both sides of the border, which represent an enormous potential for the creation and development of tourism in the Slovak-Ukrainian border. Project further develops the Priority 1: Promoting local culture and historical heritage along with tourism functions and tries to develop the eligible area as a joint tourism destination based on its cultural, historical and religious values.

3.2. Territorial needs, problems and challenge of the target countries, regions and/or

The Prešov Region is located in the northeast of the Slovak Republic. It is the second largest region in Slovakia. The seat of the county is Prešov. Zakarpattia region is an area in west of Ukraine. It is the only Ukrainian region that borders four states - Poland, Slovakia, Hungary and Romania. Slovak-Ukrainian cross-border region has very rich cultural heritage and big potential to develop it. There are many cultural objects, areas, touristic areas, attractions. Despite the fact the area has big tourism potential it suffers its own specific socio-economic problems. Poor socio-economic state of this area even makes people to leave the region for work and thus losing the connection to their heritage. Project tries to solve this problem by creating the solid background to support cultural activities in the region and to strengthen the organization of cultural events among partners which will attract tourists and visitors to the area and thus support the economic growth and tourism in crossborder region.

3.3. Analysis of the problems and needs the project's addresses.

Despite the fact that the Slovak-Ukrainian border has huge potential for development and creation of tourism, the area suffers from classical shortcomings, including poorly built tourism infrastructure, the lack of cross-border educational and cycling routes and trails, weak and often insufficient protection and conservation significant cultural monuments or poor promotion of the natural and cultural heritage of the border. Infrastructure to support tourism is often in a very poor state and its restoration is inadequate and incomplete. Significant cultural monuments are often only superficially reconstructed, but their further development and sustainability is almost never secured. We also see a huge minus in very low promotion and awareness. Many visitors and tourists often only accidentally find out interesting tourist locations and locations that have a tremendous significance for both our past and the future. All these aspects significantly impede the natural development of the region. Village Jakubová Voľa and the cities Veľký Berezný and Perechyn represent two important cultural and social centers of the border, which are frequently visited mainly for the surrounding nature and rich tradition in the preservation of the cultural heritage. Thanks to the rich cultural heritage and the link to local traditions, we would like to draw attention to the cultural legacy of the society through the project and transfer and promote it to the present generations. Our goal is to develop the territory as a common tourist destination based on cultural, historical and social values.

3.4. Project's approach in addressing the identified common problems and needs

Our goal is to develop the territory as a common tourist destination based on cultural, historical and social values. Through this project, we would like to contribute to making the border heritage more attractive and appreciated and also to contribute to the strengthening of cultural values that are relevant to the region. The long-term goal of the project is to create the right conditions for creating and developing a new tourism offer along both sides of the border. We would like to achieve this through joint cultural and social events through joint cross-border promotional activities as well as creating suitable conditions for the further development and preservation of the cultural heritage of the border, which will increase the interest of tourists and visitors in the area and also make full use of all cultural and tourism potential of the territory.

3.5. Cross-border cooperation approach in achieving the project's objectives and results

Cross-border cooperation is key for achieving the objectives of the project. Without the cooperation and partnership of all partners, the project would not have been created. Without the participation of both Ukrainian partners, it would not be possible to cover so much territorial part of the Slovak-Ukrainian border. Cultural heritage represents an important joint contribution to the region, which forms the basis for the development of cross-border cooperation and consequently for the development of tourism. By implementing this joint project, we would like to highlight added value, which is, in particular, the presentation of the cultural heritage and the tradition of the wider society, its temporal and spatial link, and the similarities of cultural processes in the cross-border region. Realizing individual activities independently without the participation of all partners would be complicated or even impossible. No joint exchanges and events could ever be realized. The partners in the joint realization of the project will gain a broader reach for the creation of activities to support and develop tourism. The activities of the project will focus on the development of cultural and historical heritage and tradition. Partner co-operation is a basic prerequisite for successful achievement of project goals and research, which was also the main motivation for the preparation of the project.

3.6. Target groups and final beneficiaries

The project includes several target groups. The results and activities of the project will directly affect all local residents on which results will have a positive impact and effect. The second target group of the project will consists of all visitors and tourists who will decide to use the rich tourist offer of the regions. We mostly count on tourists from border regions who are interested in the region's natural and cultural heritage as well as local traditions. Last but not least, the project will also affect local service providers. Local communities will be able to create their own cultural offer based on regional resources as well as the specific needs of tourists around the project implementation sites. The project will reduce barriers and through the organization of joint cultural events will make it easier to get to know the cultural heritage of the neighboring state. The goal of the project is to create interest in tourism products.

3.7. Analysis of the effects of the project on the cross-cutting issues

3.7.1. HIV / AIDS

Not relevant

3.7.2. Gender equality

The project guarantees equal opportunities for both men and women at all stages of its implementation. Both men and women participated in the preparation of the project. All outputs and results of the project will also be available for both sexes without any limitations.

3.7.3. Democracy and human rights

Democracy and human rights - all project activities were planned in accordance with the principles of democracy and human rights. All activities, outputs and results will be available to all without any limitations. Everyone will also have the right to participate in organized cultural and social events. The cross-border nature of the project will ensure the right to free movement and movement of persons.

3.7.4. Environmental sustainability

Project activities have been planned in such a way that they do not in any way disturb the environment. All investment activities will be implemented in accordance with the permits and regulations. All construction works and modifications will be carried out in accordance with the law. Partners are committed to contributing to environmental protection and will therefore prefer environmentally friendly materials and practices to all project activities.

3.8. Relevance of infrastructure component within the cross-border context

Jakubova Vola part infrastructure component consist of reconstruction of multifunction and cultural centre, which is very important for the preservation and development of cultural heritage and local traditions. JV is really missing such a place for the cultural events, performances of artists, meeting of youth, presentation days and many others. New object in this area could bring also new opportunities and possibilities for development of tourism in this area – and we think this is the reason why CBC should financed the infrastructure component in Jakubova Vola.

Velký Bereznyj part Infrastructure component consist of strengthening the shores of Termachuv stream and building crossings and passages through the stream in very famous tourist and recreational area for holding cultural and educational events. The Termachuv tract is very popular place among domestic and foreign tourists. Through this territory passes the marked tourist route to the historical tourist shelter on the mountain Javirnyk. Small construction works are implementing every year, but they are almost not visible, so if we want to save this touristic area we need more sources and this is the reason why CBC should financed this repair.

CF CCI part infrastructure component consist of repairing roof of the Lemky museum. This museum is one on Ukrainian and Slovakian area – so it should be financed by CBC because it's repairing will give new possibilities for tourism in Perechin rayon and border locations and will save big unique historical memory about one of the ethnics that lived on such territory.

3.9. Cross-border effect of the infrastructure component

On the reconstructed areas will be organized cultural events not only of local importance but also of cross-border. Many visitors and tourist will come to visit new places, this will have a positive effect on the development of culture and tourism on both sides of border. Cross-border relations between neighboring countries will be strengthening.

4. Work Plan

4.1. Activities groups (AG) and project level outputs and results

AG 1 - Soft Project Component

Activity Group (AG) 1	Title of the AG	Total AG indicative budget in euro
1	Presentation of culture	78 999,00
Responsible Applicant(s)	Jakubova Vola village Jakubová Voľa	
Applicants' involved	Jakubova Vola village Jakubová Voľa Velkyj Bereznyj village council Velykobereznianska selyshchna rada Charitable Foundation "Center for Civic Initiatives" Blahodiinyi fond "Tsent hromadskykh initsiatyv"	
Activity #	Activity title	Brief description
Activity 1.1.	Recording of common CD	Lead aplicant will be responsible for releasing of common music CD, which will be recording together with all partners. Each partner will come to Lead aplicant with folklore ensamble for 3 days. During 3 days artists form all partners will record common CD, which will be great output of joint cooperation. Costs of boarding (45 persons) and accomodation (30 UA participants) will cover Lead aplicant. Costs for transport will cover each partner.

Activity 1.2.	2 cultural events in Perechyn	<p>Applicant 2 is responsible for the organization and carrying out of the exchange folklore trip - inviting partners, organizing catering for 45 participants and accommodation for 30 participants for 3 days and 2 nights. The idea of the event is to learn more about the folk culture - clothing, dance, singing, traditions, language.</p> <p>Applicant 2 is also responsible for the inviting, boarding and accommodation partners for the event organized as a Christmas festival in Perechyn. Christmas festival take place in the city centre where various music performances are presented. Visitors can also see a great showcase of local traditions and typical products. The idea is to present local traditions and customs during the christmas time. Part of the event will be presentation of the reconstructed museum in Perechyn. Applicant 2 will be responsible for organizing both events.</p>
Activity 1.3.	Folklore festival	<p>Applicant 2 is responsible for organization and carrying out of the cross-border folklore festival - inviting partners, boarding for 15 participants from 4 ensembles for 2 days, accommodation for participants, PR materials... The ideas is to present folklore ensembles and their art. We want to present folklore music to wide masses.</p>
Activity 1.4.	Opening ceremony of the cultural centre	<p>After the reconstruction is completed lead applicant will organize opening ceremony of new reconstructed cultural centre where all the partners will come and visit new centre. Part of the event will be also performance of local folk ensemble and presentation of local cultural heritage to other partners. Lead applicant is planning to invite local stakeholders from the region who will be ready to make new connections and friendships with partners from Ukraine what will have positive impact for their possible future cooperation in a field of preservation and promotion of cultural heritage. Costs of boarding and accommodation of UA partners will cover lead applicant. For this purpose Lead Applicant plann to ensure equipment which is necessary for the realization (sound, mobile stage, tent with accessories). Costs of transport will cover each partner separatly.</p>

Activity 1.5.	Presentation day	Aplicant 1 is responsible for organization and carrying out of the "Presentation day" in newly developed touristic area called Termachuv tract near city Velký Beréznyj. Aplicant 1 is responsible for inviting, organizing, boarding (60 participants) and accomodation (40 participants) for 3 days. The main idea of the event is presentation of local culture and tradition through the performance of folklore ensembles, through the presentation of folk crafts or traditional cuisine. Part of the event will be a joint performance of folklore ensembles of all partners. Partner also plan to ensure movable roofed stage necessary for presentation of performances.
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Outputs of activities

	Title of the output	Brief description of the output	Corresponding activity(ies)	Target value
Output 1.1.	Cultural events	During the implementation of the project will be organized 5 cultural cross-border events.	1-5	5,00
Output 1.2.	CD	3000 pieces of common corss-border music CD will be release.	1	3 000,00

Results

Result #	Results title	Please provide a brief description of the results emerging from this AG	Programme output indicator or other indicators to which the result will contribute	Target value
Result 1.1.	Raising awareness of cultural heritage	Organization of all events will contribute to raising awareness of cultural heritage of cross-border area. All events will be open for wide public what will have positive impact for presentation of cultural heritage. Also new recorded CD will be disseminated for wide public.	Number of crossborder cultural events organised and touristic products developed using ENI support (CO18)	3 275,00

Detailed risk analysis and contingency plan

Before each event was planned, all partners considered possible risks and took action against their occurrence. We do not anticipate the occurrence of economic, social or political risks. Since many events will take place outside the biggest risk we consider is bad weather that the partners tried to avoid by planning events for the summer period.

Another possible risk is the incorrect choice of supplier, which the partners will try to avoid by thorough market research and public procurement in accordance with the law. We also see a low risk in low interest of target groups, which will be minimized by careful approach to target groups, their engagement in events and thorough publicity actions.

AG 4 - Infrastructure

Activity Group (AG) 4	Title	Total AG indicative budget
4	Improving the infrastructure	808 806,99
Responsible Applicant(s)	Jakubova Vola village Jakubová Voľa	
Applicants' involved	Jakubova Vola village Jakubová Voľa Velkyj Berezhnyj village council Velykoberezhnianska selyshchna rada Charitable Foundation "Center for Civic Initiatives" Blahodiinyi fond "Tsentr hromadskykh initsiatyv"	
Readiness for implementation and information on preliminary activities		
All the applicants are ready for realization their infrastructure components. In accordance with the law of each country they obtained all necessary documents, technical documentations, budget, all repair agreements, permits.		
Location of the infrastructure		
Lead Applicant - location of the infrastructure - Jakubova Voľa, Prešov region, Slovakia Applicant 1 - location of the infrastructure - Termachuv tract 2 km from Velkyj Berezhnyj, Ukraine Applicant 2 - location of the infrastructure - Zarichevo village and Perechin town of Zakarpatska oblast, Ukraine		
Detailed risk analysis and contingency plan		
On the Slovak side we see low level on any mentioned risk. Lead applicant was prepared for any type of risk which could possibly appear. Lead applicant see the biggest risk in not getting the funds from CBC in case the application wouldn't be successful, because such a small village hasn't enough resources to cover such a investment. Another possible risk may be delay of reconstruction works, which would be eliminated by the precise selection of supplier on the basis of public procurement. Because the investment is in the ownership of lead applicant we didn't expect any other risks. If some problem shows, partner is ready to manage it. On the Ukrainian side we see little risk in economic field, because of internal economical problems in Ukraine, and also we see low risk in changing prices which was set, because of the changing EUR rate. There is also low political risk because of doings that have taken place recently in Ukraine, but we don't think it could has any impact on this project at all. Ukrainian partners are also ready to fight with any problem which could appear.		
Other information.		
n.r.		
Description of the infrastructure(s)		
Lead Applicant - infrastructure component consist of construction works, technical works, architectural works necessary for reconstruction of the cultural centre. Structural and technical solution consist of - the structure, structural and technical solutions, static properties, water mains and sewage system piping, heating, electric installations, gas installations. Since it is a large investment, all the detailed descriptions of the individual works are in the project		

documentation. For the reconstruction works will be used modern technologies which don't have negative impact for the environment, also waste from all works will be disposed in accordance with legislation. Reconstruction in such a way will bring new possibilities for preservation and presentation cultural heritage of the region.

Costs of the reconstruction - 615 719, 99€

Aplicant 1 - infrastructure component consist of construction and strengthening the stream's banks which are in bad conditions. Two wooden bridges present the passage across the stream to this venue, but they are in poor condition and do not meet the safety requirements. Also strengthening of the banks is supposed to be done with gabion boxes. Reinforced concrete slabs P-6 (7-6) shall be used for the construction of passage. The slabs will be laid on pallets placed on a gabion wall. Costs of the reconstruction 164 100€.

Aplicant 2 - infrastructure component consist in repairing roof of the Lemky museum. The roof of the museum is made of straw and wood. It is foreseen to change all roof construction. This will save the museum and preserve its autochthonous and historical value. Added documentation includes technical overview on what should be repaired and changed and costs of needed works and materials.

Costs of reconstruction of the roof - 10150€

Sustainability of the infrastructure component

All the investments in the project were designed to preserve cultural heritage and development of tourism, therefore it will be the goal of all partners to maintain the individual objects after the end of the project and to take care of them so that they continue to serve a wide range of people. Repair works will only help to attract more tourist, so it will be good condition for finding more sources of supporting its activity in local government and spreading information about it.

Activity 4.1.	The repair of the museum "Lemkivska Sadyba"	The repair of the museum "Lemkivska Sadyba" (is located in Zarichevo village of Perechin district) - involves repairs to replace the roof. The roof of the museum is made of straw and wood. The last repair was carried out more than 20 years ago and today needs to be replaced. In the villages of Perechynskiy district, there is still the possibility to make and purchase from the entrepreneurs the salt rye, which should be covered with a roof. This will save the museum and preserve its autochthonous and historical value. Added documentation includes technical overview on what should be repaired and changed and costs of needed works and materials. For this investment is responsible Applicant 2.
Activity 4.2.	Reconstruction of cultural centre	The reconstruction of the cultural centre will create conditions for existing events and the development of education, tourism as well as the overall improvement of the living conditions in the village in order to be attractive to its inhabitants. The center will also serve as a presentation space for cultural and natural heritage. It will create and increase the unused space in the center of the municipality, will allow and create conditions for education, youth work and senior citizens, and in particular support and organization of cross-border cooperation activities. For this activity will be responsible Lead Applicant.

Activity 4.3.	Investment "Termachuv tract"	<p>The main idea is to construct and strengthening the stream's bank in the recreational territory called Termachuv tract. The current state is unsatisfactory. The stream Termachuv, which banks are often eroded, flows through tourist and recreational territory. When refining the territory, that appeared the need for the stream's watercourse regulation and strengthening of its banks. The tourist and recreational territory also includes venue for cultural and artistic events with installation of a mobile scene. Presently two wooden bridges present the passage across the stream to this venue. Existing bridges are in poor condition and do not meet the safety requirements. To have safe crosswalk and passage across the stream there is a need for their construction and strengthening the stream's banks. For this investment is responsible Applicant 1.</p>
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Project results

Result #	Programme output indicator or other indicators to which the result will contribute	Baseline	Target
Result 4.1.	Reconstructed infrastructure	0	1000

AG 6 - Project Management And Communication

Activity Group (AG) 6	AG title:	Total AG indicative budget
6	Management and communication	137 542,72
Responsible Applicant(s) for project management		Jakubova Vola village Jakubová Voľa
Responsible Applicant(s) for communication		Jakubova Vola village Jakubová Voľa
Applicants' involvement in AG 6		
Applicant 1	Jakubova Volavillage Jakubová Voľa Lead Applicant Jakubova Vola	
Applicant 2	Velkyj Bereznyj village council Velykobereznianska selyshchna rada 1. Applicant Velkyj Bereznyj	
Applicant 3	Charitable Foundation "Center for Civic Initiatives" Blahodijnyj fond "Tsentr hromadskykh initsiatyv" 2. Applicant CF CCI	

Project management activities

Activity 6.1.	Project meetings	<p>During the implementation of project 6 project meetings are planned. Each partner will organized and carried out project meeting where all members of project team will participate. 2 representatives from every partner will present on meetings. The main idea of the meeting is to ensure the smooth implementation of the project through common cooperation and communication.</p> <p>Also skype project meeting are planned. Costs of the each meeting will cover the host partner and costs for the transport will cover each partner separately.</p>
Activity 6.2.	Day-to-day management	<p>During the implementation of the project the project team will be in very close contact. Members will regularly communicate, cooperate and oversee of the realization of the project. They will provide day-to-day management of the project. Part of project management will also be providing external translation of the necessary documents and providing the necessary audit for the UA partner.</p>

Description of the project management and implementation structure

The project team will consists of skilled and experienced people. Lead Applicant project team will have 2 positions: project coordinator, financial manager. The project coordinator is responsible for the overall implementation of the project, will communicate with the JS and the managing authority of the Programme and will coordinate all project partners. Financial manager will take care of financial issues. Every other Applicant involved in the project will have a 2-member project team consisting of project manager and financial manager to cover both factual and financial implementation of the project. Project team of Applicants will answer to the project coordinator and financial coordinator of the Lead Applicant. All members of the project staff will work together and provide help and guidance to other staff members if any problem during the implementation occurs.

Organisational structure and the team proposed

Project coordinator will be responsible for: implementation of project for all its parts, communication and coordination of all partners of project, watches and controls implementation of all project activities, communication with JTS, control the financial flow of the project, secure the correct spending of the approved budget, distribute payment for all partners.

Project manager will be responsible for: realization of project on applicant level, communication with project coordinator, cooperation with other members of project team, prepare reports.

Financial manager will be responsible for: financial issues, budget spending, accounting, prepare the financial reports.

Equipment, materials and supplies for the implementation of the Project

There are some costs which are needed for the implementation of the project:

- Consumables and office supplies
- The translation/interpretation
- The external audit of the expenditures of Ukrainian partners
- Costs linked to events
- Costs linked to PR materials

Detailed risk analysis and contingency plan

We can expect some risks connected with people - project team, but because project team was chosen properly almost all risks was eliminated at the beginig. We build skilled project team with many experiences and knowledges from previous project implementation. Competent and adequate project team was selected, to fulfill every task on time, deadlines for all activities will be set and work progress will be controlled through working meetings, internet communication and permanent contact. We don't expect any serious problems. If for example one or more members of project team fall sick, other members are ready to take over their responsibilities. Or for example if some person quits another one will be hired as soon as possible.

Monitoring and evaluation arrangements

Internal monitoring:

Attendance records - From every meeting of project team or other activity which involves target groups, project staff or other stakeholders, attendance records will be worked out.

Minutes of Kick-off Meeting, co-ordination meetings and Final Conference - From every such an event minutes will be worked out. Minutes will serve for simple and effective control of the project progress and will contain actual advance and tasks for the remaining parts of the project.

Internal control of finances at the partner organizations.

Internal monitoring at the partner organizations aimed at regular gathering of physical and financial data on project implementation, activities that were carried out, payments and achievement of objectives.

Communication Plan

Target audience.

The main target group of the project will be the common public - mainly local inhabitants of the cross-border region, tourist, visitors, stakeholders.

Project specific objective.

1. Improvement of infrastructure for the presentation of cultural heritage

2. Raising awareness of the cultural heritage and traditions of the Slovak-Ukrainian border

Improvement of cultural infrastructure of cross-border area will make better conditions for presentation and preservation of cultural heritage through widen possibilities of promotion activities. Creation of various events, PR materials, publications and it's dissemination through different channels can reached wide target group. A bigger target group can be reached by the idea of cross-border cooperation thanks to common cross-border communication actions.

Outputs and results for communication activities.

Outputs of communication activities:

- Kick-off and Final conference - 2 conferences will be organized
- Book publishing - 1 book will be published
- Movie about Lemky's history - 1 movie will be created
- Leaflets, PR materials - 3000 leaflets will be created and published
- Promotional articles in local media - 3 articles will be published in local media of each partner
- Cultural events - 6 cultural events will be organized

Results of communication activities:

- Number of visitors and participants of conferences and cultural events - we expect about 320 invited participants and about 1000 uninvited participants who will participate in events
- Number of persons reached by the PR materials and leaflets, book - we expect that PR materials will be disseminated among 3500 persons

Messages for each target audience.

Message for the target audience:

Don't forget the cultural message of our society through revival of our traditions.

Financial and human resources (In house and subcontracting)

Input for the articles in local media and texts for the PR materials will be created by project team. All the others communication activities such as kick-off and closing conference, book publishing, all the cultural events, printing of PR materials, promotional and memorial tables, the movie about Lemkos history will be subcontracted.

The planned budget for all printed communication activities/materials: 9 040€

Costs of the conferences and cultural events such as accommodation for guests, meals, rent of services, etc. will be subcontracted.

Communication tools

We planned to use websites of each project partner, articles in local media, PR materials - leaflets, promotional and memorial boards, several cultural events where media will be invited and public will be informed about project and its objectives.

Communication objectives.

1. Sharing knowledge about cultural heritage and traditions of cross-border area.

Calendar of communication activities.

1. Kick-off conference is planned at the beginning of the implementation of project.
2. Movie about Lemky's history is planned during the first 6 months of the project.
3. Promotional leaflets are planned during the first 6 months of the project.
4. Book publishing is planned in 6th month of second year of project.
5. Cultural events will be organized according to the time plan - during the whole implementation of the project

Communication Activities

Activity 6.1.

Kick-off conference

The Kick-off conference will be prepared and carried out by Lead Applicant after the beginning of the project. The Conference will present activities, time plane, goals and expected results of the project. The idea is to present our project to wide range of people to local stakeholders, partners and media representatives. Costs for the boarding and accomodation of participants will cover Lead Applicant. Costs of transport will be cover by each partner separatly.

Activity 6.2.	Book publishing	<p>Aplicant 1 will be responsible for publishing and dissemination of newly created book of life of Lemkos. The book will describe everyday life of Lemkos their customs, traditions, language, cuisine and many other. Book will be written as "script" for a drama. Partner is also planning to make a theaterplay as part of performance during the Presentation day in Velkyj Berezhnyj. Book will be in 3 languages and all the costs of the publishing will cover Aplicant 1.</p>
Activity 6.3.	PR activities	<p>The activity consist of various promotional actions such as promotional articles in local media, leaflets, information on the website of the partners. Each partner will be responsible for implementation of its activities. All the PR materials and information will be in accordance to program publicity rules.</p>
Activity 6.4.	The movie about Lemkos history	<p>The movie about Lemkos history will consist story about their life, culture, traditions, language, location of existing. Movie will show how usual day in simple Lemkos family was conducted. Movie should have 40 minutes and will be done in 3 languages. It will be perfect example of preservation of traditions and cultural reference in our society. Aplicant 2 will be responsible for this activity and also will cover all the costs.</p>
Activity 6.5.	Final Conference	<p>The Final Conference will be prepared and carried out during last two months of project implementation by Lead Aplicant it will take place in Jakubova Vola. 20 participants from Slovakia, 40 participants from Ukraine, local authorities, mass media will be invited to the conference. Holding of the final conference will secure visualization of the project, its activities, results outputs and outcomes of the project to the wider public, partners, visualization of new infrastructure components, disseminating of PR materials, establishing of cross-border contacts among the guests. For all the costs except transport will be responsible Lead Aplicant.</p>

No	Applicant/ country	Type of contract (services, supplies, works). Description of items to be purchased (except for direct award procedures)	Month of planned announcement of the procurement	Estimated date of award	Duration of the implementation of the contract.	Budget line(s)	Value of the contract (EUR)	The title of the selected procurement procedure in English and if applicable, in the national language	Justification:	Corresponding Activities Group (AG)
Implementation year Implementation year 1										
1.	Jakubova Vola /Slovakia	Works	09/2019	11/2019	21	G.3 Reconstruction, works	615 719,99	Sub-threshold contract/podlimitná zákazka	Act no. 343/2015 on Public Procurement, Sub-threshold level contract placed outside of the electronic marketplace	AG - 4
2.	Jakubova Vola /Slovakia	Supplies	04/2021	05/04/2021	1	3.1 Purchase or rent of equipment	16 000,00	Low value contract / zákazka s nízkou hodnotou	Act no. 343/2015 on Public Procurement, Sub-threshold level contract placed outside of the electronic marketplace In case of goods and services under 15 000€ is not necessary to	AG - 1

											provide public procurement in accordance with Public procurement Act no. 343/2015. For goods and services under 15 000€ without VAT is providing market research with 3 offers.	
Implementation year Implementation year 2												
3.	Jakubova Vola /Slovakia	Supplies	01/2020	02/2020	1	4.8 Others	3 000,00	Low value order/zákazka s nízkou hodnotou	Public Procurement Act No. 343/2015, low value order Zákon o verejnom obstarávaní č. 343/2015 Z. z., zákazka s nízkou hodnotou	AG - 1		
4.	Velkyj Bereznyj /Ukraine	Works	10/2019	12/2019	24	6.3 Reconstruct, works	164 100,00	Open tender (vidkryti torhy)	Open tender (vidkryti torhy) the Law of Ukraine on Public Procurement Nr. 922-VII dated on 25.12.2015, Article 12, 39.	AG - 4		

5.	CF CCI/Ukraine	Works	09/2019	11/2019	12	6.3 Reconstruction, works	10 150,00	Open tender (vidkryti torhy)	Open tender (vidkryti torhy) the Law of Ukraine on Public Procurement Nr. 922-VII dated on 25.12.2015, Article 12, 39	AG - 4
6.	CF CCI/Ukraine	Supplies	09/2019	10/2019	1	3.1 Purchase or rent of equipment	1 887,00	Sub-threshold procurement (doporohova zakupivlia)	Sub-threshold procurement (doporohova zakupivlia) Order Nr. 035 dated on 13.04.2016 issued by the State Company on External Trading „Zovntorhydydav“	AG - 4
Implementation year Implementation year 3										
7.	Velkyj Bereznyj /Ukraine	Supplies	01/2021	02/2021	1	3.1 Purchase or rent of equipment	15 000,00	Open tender (vidkryti torhy)	Open tender (vidkryti torhy) the Law of Ukraine on Public Procurement Nr. 922-VII dated on 25.12.2015, Article 12, 39	AG - 1

[illegible]

[illegible]

4.4. Project team

Proposed position	Name of expert	Years of experience	Educational background	Specialist areas of knowledge	Experience in beneficiary country	Languages and degree of fluency (Very Good, Good, Weak)
Project coordinator of Lead Applicant	Alexandra Bidovská	5	Economic, Management, Public administration	Project management	Leading of projects financed from EU funds, member of project team	English - very good
Financial manager of Lead Applicant	Štefánia Haviarová	18	1995 - 1998 Accountant - Department of Business and Entrepreneurship 2006 - 2009 Teacher, Bachelor - Faculty of Education 2012 - 2014 Andragogy, Magister - Faculty of Humanities and Natural Sciences...	Accounting and budgeting, preparation of budget, budgetary measures, management of the administration of the General Office, verification of signatures and documents, organization of elections and re...	21.03.2016 – to present- Refferent of the municipality, accountant 01.11.2013 – 31.10.2015 - Refferent of the municipality, accountant 2012 - 2013 - Processor of products and services 1999 - 2013 -...	Slovak language - mother tongue English language - independant user German language - basic user

Project manager of Applicant 1	Bohdana Kyryk	4	<p>2014-2017 Bc.: Travel and Tourism Secondary school of Velykyj Bereznyj</p> <p>1988-1991 - SPTU-33, Velykyj Bereznyj (Ukraine)</p> <p>1992-1999 Agronomist, fruit grower, winegrower - Lviv State Agrarian University, Lviv (Ukraine)</p>	Public and state administration	<p>03/10/1991-03/08/1992 Office clerk -Velykyj Bereznyj Regional Center for Culture and Leisure, Velykyj Bereznyj (Ukraine)</p> <p>03/11/1993-30/12/1998 Office clerk - Department of Urban Development and Archit...</p>	Ukrainian -mother tongue Russian-proficient user English-excellent Czech - excellent
Financial manager of Applicant 1	Liubov Blyznets	32	<p>1975-1985 - Secondary school of Velykyj Bereznyj</p> <p>1988-1990 Accountant - Financier - Finance College of Lviv, Lviv (Ukraine)</p>	Accountant	<p>15/07/1985- Present Accountant - Velykyj Bereznyj Village Council, Velykyj Bereznyj (Ukraine)</p>	Ukrainian -mother tongue Russian-proficient user English - basic user

Project manager	Andriy Vyshnyak	20	<p>1975 - 1986 - Perechin School</p> <p>1986 - 1991 - Uzhgorod National University</p> <p>2002 - 2007 - Magister, History teacher, Azov Regional Management Institute, Magister of Law</p>	<p>Training for trainers, strategic planning, organizational development of NGOs, local fundraising, social partnership, community development, skills of research performance, representing and protecting...</p>	<p>1997-present - Counterpart Creative Center, trainer, consultant, Kyiv, Ukraine</p> <p>1998 - present - Head of the Board, Charitable foundation Center for Civic Initiatives, Perechin, Ukraine</p> <p>2003 - present...</p>	<p>Ukrainian language - mother tongue</p> <p>English language - basic user</p> <p>Slovak language - independent user</p> <p>Russian language - proficient user</p>
Financial manager	Nadiia Kldenka	20	<p>1975 - 1986 - Perechin School</p> <p>1988 - 1990 - Lviv Financial Technikum</p> <p>Accountant, Financial manager</p>	<p>Finance</p>	<p>1997 - present - Financial Director, Charitable foundation Center for Civic Initiatives, Perechin, Ukraine</p> <p>1993 - 2003 - Accountant Perechin City Council, Ukraine</p> <p>...</p>	<p>Ukrainian language - mother tongue</p> <p>Slovakian language - independent user</p> <p>Russian language - proficient user</p>

5. Lead Applicant's Profile

Name of the organisation in EN	Jakubova Voľa village
Name in original language	Jakubová Voľa
Nationality	Slovakia
Legal Status	Public
Organisation ID	327174
Postal address	Slovakia Prešovský samospávny kraj Pečovská Nová Ves 082 56 Jakubova Voľa 67
Contact person	Ms. Magdaléna Sasaráková
Contact person's availability (email; phone)	starosta@jakubovavola.sk+421911382666

Experience with similar projects

Name of the Programme	Regional operational program
Title of project	Revitalization of the center of the municipality of Jakubova Voľa aft
Sector	House regenerating
Location of the project	Jakubova Voľa village
Total budget	255 965,72
Managed budget	13 236,26
Role in the Project	Applicant
Project duration	24

Short description of the project

The main objective of the project was the revitalization and rehabilitation of the municipal public sphere following the elimination of the consequences of the floods in 2010. Reconstructed 0.96 km of local roads, 1,661 m² of green, trees planted, tiny architecture, bicycle racks, baskets, benches, 27 light points, the main bridge over the local stream in the center of the village. Through the realization of the project, the inhabitants of the village make a lasting benefit from realized activities

Name of the Programme	Expanding and Maintaining the capacity of kindergartens
Title of project	Expanding and Maintaining the capacity of kindergartnes
Sector	Education
Location of the project	Jakubova Vola village
Total budget	61 334,13
Managed budget	31 334,13
Role in the Project	Applicant
Project duration	12
Short description of the project	
<p>A substantial part of the reconstruction was to make premisses of the kindergarten operational , as well as the exchange of sanitary, heating and electrical installations. Reconstruction has created separate operations for the running of the kitchen and kindergarten. The capacity of the kitchen, bedroom and sanitary facilities for children, as well as for staff has increased.</p>	

Financial capabilities of the Lead Applicant organisation will be clarified in the Annex no. 7.

6. Applicant 1's Profile

Name of the organisation in EN	Velkyj Bereznyj village council
Name in original language	Velykobereznianska selyshchna rada
Nationality	Ukraine
Legal Status	Public
Organisation ID	04351127
Postal address	Ukraine Zakarpattia Velkykyj Bereznyj 89000 Ševčenko 12
Contact person	Mr. Bohdan Kyrlyk
Contact person's availability (email; phone)	bogdankyrlyk@gmail.com +380954841508

Experience with similar projects

Name of the Programme	Norwegian Financial Mechanism and State Budget of the Slovak Republic
Title of project	Project - Partners's bourse of development of local employment
Sector	Cross-border cooperation
Location of the project	Velkyj Bereznyj
Total budget	84 950,27
Managed budget	8 384,00
Role in the Project	Partner
Project duration	22
Short description of the project	
<p>The project was aimed at developing employment among the most vulnerable groups of unemployed people in border regions - Roma and young unemployed, who generally leave the region. Direct benefit for these target groups is their regular participation in employment exchanges where they will directly contact employers and inform about opportunities and ways of employing where they will be inspired to start their own businesses.</p>	

Name of the Programme	Norwegian Financial Mechanism and State Budget of the Slovak Republic
Title of project	Monitoring of climatic conditions and roads negotiability in the Slov
Sector	Cross-border cooperation
Location of the project	Velkyj Bereznyj
Total budget	149 225,00
Managed budget	2 710,00
Role in the Project	Partner
Project duration	15
Short description of the project	
The implementation of the project was influenced by all target groups, residents of the adjoining area as well as visitors to the cross-border area. The current traffic information and road traffic flow is unsatisfactory, therefore the project was aimed at improving the flow information on road and traffic safety.	
Name of the Programme	Norwegian Financial Mechanism and State Budget of the Slovak Republic
Title of project	Ubl'a - Velykyj Bereznyj - Information does not know the boundaries
Sector	Cross-border cooperation
Location of the project	Velykyj Bereznyj
Total budget	142 755,22
Managed budget	11 060,00
Role in the Project	Partner
Project duration	20
Short description of the project	
The importance of the project was to improve the flow of information concerning the Slovak - Ukrainian border area. The project goal was to raise awareness of the cultural, social or tourist possibilities of the border.	

Financial capabilities of the Applicant organisation will be clarified in the Annex no. 8.

6. Applicant 2's Profile

Name of the organisation in EN	Charitable Foundation "Center for Civic
Name in original language	Blahodiilnyi fond "Tsentri hromadskykh initsiatyv"
Nationality	Ukraine
Legal Status	Private
Organisation ID	131612000000000085
Postal address	Ukraine Zakarpattia Perechyn 89200 Narodna sq. 21/1
Contact person	Andriy Vyshnyak
Contact person's availability (email; phone)	cfcci@ukr.net +380314522253 +380506516415

Experience with similar projects

Name of the Programme	CBC Programme Poland-Belarus-Ukraine 2007-2013
Title of project	Development of Alternative Pre-school Education System in Rural Com.
Sector	Cross-border
Location of the project	Perechyn
Total budget	316 871,00
Managed budget	2 318,00
Role in the Project	Partner
Project duration	39
Short description of the project	
<p>The project aimed at solving the problem of the lack of educational opportunities for children from rural areas.</p> <p>GOAL is to promote the sustainable development of rural communities through the establishment and operation of local partnerships in the field of alternative system of preschool education.</p>	

Name of the Programme	CBC Programme Hungary-Romania-Slovakia-Ukraine
Title of project	Step by step – together in Europe
Sector	Cross -border
Location of the project	Ukraine, Slovakia
Total budget	437 903,00
Managed budget	70 013,00
Role in the Project	Partner
Project duration	19
Short description of the project	
Creating high quality and satisfactory conditions for cross-border cooperation in tourism development , to increase community awareness and attendance , improve promotion of natural, cultural heritage of the village and its environs through cross border exchanges of different types.	
Name of the Programme	Delegation of European Union in Ukraine
Title of project	Ukrainian Regional Platform of Public Initiatives
Sector	
Location of the project	Ukraine
Total budget	1 100 000,00
Managed budget	111 523,90
Role in the Project	Partner
Project duration	36
Short description of the project	
Objectives and content of the project: supporting local civil society organizations (CSOs), especially CSOs located in rural and remote areas, to ensure their active participation in democratic changes.	

Financial capabilities of the Applicant organisation will be clarified in the Annex no. 8.

PROJECT BUDGET PER BENEFICIARY						Lead Beneficiary:	
No.	Costs	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)	Description of budget line (max. 250 characters)	
1	Human Resources						
1.1	Salaries of internal project manager				34 500,00		
1.1.1	Project coordinator	month	30	650	19 500,00	Costs of monthly wage for the project coordinator during the project implementation (30 months x 650€ per month)	
1.1.2							
1.2	Salaries of internal project financial manager				15 000,00		
1.2.1	Financial manager	month	30	500	15 000,00	Costs of monthly wage for the financial manager during project implementation (30 months x 500€ per month)	
1.2.2							
1.3	Salaries of internal project communication manager						
1.3.1							
1.3.2							
1.4	Salaries of internal professional staff						
1.4.1							
1.4.2							
2	Travel				3 360,00		
2.1	International travel cost for project staff (including travel and subsistence costs)						
2.1.1	Project team meeting	km	1400	1,2	1 680,00	Costs for traveling for project staff to UA partners (4 meetings - 350 km x 4 = 1400 km)	
2.1.2							
2.2.	Inland travel cost for project staff (including travel and subsistence costs)						
2.2.1							
2.2.2							
2.3	Travel costs for other stakeholders				1 680,00		
2.3.1	Travel to Perechyn	km	1050	1,2	1 260,00	Costs of transport for participants to Perechyn three times for cultural events. (3x 350 km there and back x 1,20€ = 1260€)	
2.3.2	Travel to Velky Berezný	km	350	1,2	420,00	Costs of travel for participants to VB for presentation day. 350 km there and back x 1,20€ = 420€	
3	Equipment and supplies				16 000,00		
3.1	Purchase or rent of equipment				16 000,00		
3.1.1	Purchase of mobile covered stage	pos	1	14000	14 000,00	Purchase of mobile covered stage 6x6m necessary for the performance during the ceremony opening of cultural centre in Jakubova Vola.	
3.1.2	Purchase of tent	pos	1	2000	2 000,00	Purchase of tent with accessories necessary for the opening ceremony in Jakubova Vola for seating.	
3.2	Others						
3.2.1.							
3.2.2							
4	Services				27 265,00		
4.1.	Publications						
4.1.1							
4.1.2							
4.1.3							
4.2	Studies, research						
4.2.1							
4.2.2							
4.3	Costs of Expenditure Verification						
4.3.1							
4.3.2							
4.4	Translation, interpreters				2 400,00		
4.4.1	Translation during the implementation of project	page	150	16	2 400,00	Costs of translation during the implementation of project (PR materials, reports, documents, promotional folders, publicity): 150-page x 16 € = 2400€	
4.4.2							
4.4.3							
4.5	Financial services (bank costs etc.)						

PROJECT BUDGET PER Beneficiary					Description of budget line (max. 250 characters)	
No.	Costs	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)	
4.5.1						
4.5.2						
4.6	Costs of events (conferences, seminars)				20 715,00	
4.6.1	Kick-off meeting	event	1	2900	2 900,00	Boarding for 80 participants (30 from slovak part and 30 from Ukraine) - 60x25€ = 1500€ of conference + accommodation for 40 participants from UA (30€/person - 40x30=1200€) + translation during the conference (5hours - 1hour/40€ = 200€)
4.6.2	Closing conference	event	1	2900	2 900,00	Boarding for 60 participants (1 person 25€) + accommodation for 40 participants from UA (30€/person) + translation during the conference 40€ x 5 hours = 200€
4.6.3	Opening ceremony cultural centre in Jakubova Voľa	event	1	8300	8 300,00	Costs include - boarding for 80 SK+UA participants for 2 days (25€x2x80 = 4000€); accommodation for 50 UA participants for 2 nights (30€x2x50 = 3000€); audio equipment 800€; rewards for artists 500€.
4.6.4	Release of common CD	event	1	6075	6 075,00	Costs of boarding for 45 participants (UA+SK) for three days during recording of common music CD (45x3x25€ = 3375€) + accommodation for 30 UA participants for 3 days (30x3x30€ = 2700€)
4.6.5	Project meeting	event	2	270	540,00	Costs for the boarding for UA+SK project staff members for two meetings during the project implementation (5personsx25€x2 = 300€) + accommodation for UA partners for two meetings (4personsx30€x2 = 240€)
4.7	Visibility and communication actions				1 150,00	
4.7.1	Promotional flyer about project	pcs	1000	0,5	500,00	Colour printing flyer about project (1000 pcs x 0,5 €)
4.7.2	Promotional article	pcs	3	150	450,00	Ensuring publicity in regional media during implementation of the project (3 articles x 150€)
4.7.3	Promotional and memorial board	pcs	2	100	200,00	Costs of promotional and memorial boards necessary for marking the investment during the implementation of the project and also after project ends.
4.8	Others				3 600,00	
4.8.1	Release of common CD	service	1	3000	3 000,00	CD release along with recording, preparation, clipping, mixing, graphic editing etc. (1CD- 3€), 1000 cds = 3000€
4.8.2						
5	Project Dedicated Office					
5.1	Office rent					
5.1.1						
5.1.2						
5.2	Consumables (Preparation of project documentation)					
5.2.1						
5.2.2						
5.3	Others					
5.3.1						
5.3.2						
6	Investment/Works				631 169,99	
6.1	Studies, technical documentations, permissions				15 450,00	
6.1.1	Technical documentation	pcs	1	12950	12 950,00	Costs of the technical documentation necessary for the realization of the investment in Jakubova Voľa village.
6.1.2	Public procurement	investment	1	0	-	Costs of public procurement necessary for the realization of investment in Jakubova Voľa village.
6.1.3	Construction supervisor	investment	1	2500	2 500,00	Costs of Construction Supervisor responsible for realization of investment during the building labour.
6.2	Construction, works					
6.2.1						
6.2.2						
6.3	Reconstruction, works				618 719,99	
6.3.1	Reconstruction of the multifunction cultural centre	object	1	615 719,99	615 719,99	Reconstruction works needed to create conditions for using the place for the cultural events, development of tourism and preservation of cultural heritage. Structural and technical solution consist of: the structural, structural and technical solutions, static properties, water mains and sewage system piping, heating, electric installations, gas installations
6.3.2						
7	Administrative costs				1 622,50	
	Administrative costs (max. 2% of direct cost without infrastructure component (1+2+3+4+5) but less than 60000 EUR)	FLAT RATE			1 622,50	
7.1						
8	Total eligible costs (1+2+3+4+5+6+7)				713 917,49	

PROJECT BUDGET PER BENEFICIARY

1. Beneficiary:

Velky Berezhnyj

Description of budget line (max. 250 characters)

No.	Costs	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)	
1	Human Resources					
1.1	Salaries of internal project manager				33 000,00	
1.1.1	Project manager	month	30	800	18 000,00	
1.1.2					18 000,00	Costs of monthly wage for project manager during the implementation of project (30 months x 600€ = 18 000€)
1.2	Salaries of internal project financial manager				15 000,00	
1.2.1	Financial manager	month	30	500	15 000,00	Costs of monthly wage for the financial manager during project implementation (30 months x 500€ = 15 000€)
1.2.2						
1.3	Salaries of internal project communication manager					
1.3.1						
1.3.2						
1.4	Salaries of internal professional staff					
1.4.1						
1.4.2						
2	Travel				2 800,00	
2.1	International travel cost for project staff (including travel and subsistence costs)					
2.1.1	Project team meeting	event	2	350	700,00	
2.1.2					700,00	Costs for travel to project meeting in Jakubova Vola (2 times during the implementation); 350km there and back x 1€ x 2 =
2.2	Inland travel cost for project staff (including travel and subsistence costs)				80,00	
2.2.1	Project team meeting	event	2	40	80,00	Costs for travel to project meeting during the implementation of the project in Perachyn (2 times) 2x1€x40km = 80€
2.2.2						
2.3	Travel costs for other stakeholders				2 120,00	
2.3.1	Transport to the Opening ceremony	km	350	1,4	490,00	Costs for the transport for participants from the Velky Berezhnyj to Opening ceremony of Multifunctional cultural centre in village there and back. (175km x 2 x 1,40€ = 490)
2.3.2	Transport to Kick-off meeting	km	350	1,4	490,00	Costs for the transport for participants from Velky Berezhnyj to Kick-off meeting in Jakubova Vola village there and back. (175km x 2 x 1,40€ = 490)
2.3.3	Transport for recording CD	km	350	1,4	490,00	Costs for the transport for participants from Velky Berezhnyj to recording common CD in Jakubova Vola village there and back. (175km x 2 x 1,40€ = 490)
2.3.4	Transport to Closing conference	km	350	1,4	490,00	Costs for the transport for participants from Velky Berezhnyj to Closing conference organized in Jakubova Vola village there and back. (175km x 2 x 1,40€ = 490)
2.3.5						
2.3.6	Transport to Perachyn	km	120	1,4	168,00	Costs for transport for participants from Velky Berezhnyj to Perachyn for 3 cultural events during the implementation of project. (3x40km there and back x 1,40€ = 168€)
3	Equipment and supplies				15 000,00	
3.1	Purchase or rent of equipment				15 000,00	
3.1.1	Purchase of movable roofed stage	pcs	1	15000	15 000,00	Purchase of movable roofed stage (10x12m) necessary for presentation of rich cultural heritage of Velky Berezhnyj and all
3.1.2						
3.2	Others					
3.2.1						
3.2.2						
4	Services				15 030,00	
4.1	Publications				3 000,00	
4.1.1	Book publishing	pcs	500	6	3 000,00	Costs of book publishing (15x21cm) about life of Lemkos in UA, EN, SK language.
4.1.2						
4.2	Studies, research					
4.2.1						
4.2.2						
4.3	Costs of Expenditure Verification				2 100,00	
4.3.1	Audit	pcs	3	700	2 100,00	Costs of audit necessary for the reporting of the project. (1 audit per 1 year during the implementation of project)
4.3.2						
4.4	Translation, interpreters				2 400,00	
4.4.1	Translation during the implementation	page	240	10	2 400,00	Costs of translation during the implementation of the project (PR materials, reports, documents, promotional folders).
4.4.2						

PROJECT BUDGET PER Beneficiary

1. Beneficiary:

No.	Costs	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)	Description of budget line (max. 250 characters)
4.4.3	Financial services (bank costs etc.)					
4.5						
4.5.1						
4.5.2						
4.6	Costs of events (conferences, seminars)				6 500,00	Costs of presentation day in Velky Bereznyj include boarding for 60 participants for 3 days (25€ x 60 x3 = 4500€),
4.6.6	Presentation day	overt event	1	6 100,00	6 100,00	Costs for the boarding for UA+SK project staff members for two meetings during the project implementation
4.6.7	Project meeting		2	230	460,00	
4.7	Visibility and communication actions				970,00	
4.7.4	Promotional flyer about project	pcs	500	0,5	250,00	Costs for the promotional flyer about realization of project. (colour printing flyer in 3 languages EN, SK, UA- 500 pieces)
4.7.5	Promotional flyer about folk ensemble	pcs	500	0,5	250,00	Costs for the promotional flyer about folk ensemble of Velky Bereznyj (colour printing flyer in 3 languages EN, SK, UA)
4.7.6	Promotional article	pcs	3	90	270,00	Ensuring publicity in regional media during implementation of the project (3 articles x 90€ = 270€)
4.7.4	Promotional and memorial board	pcs	2	100	200,00	Costs of promotional and memorial boards necessary for marking the investment during the implementation of the project and also after project ends.
4.8	Others					
4.8.1						
4.8.2						
5	Project Dedicated Office					
5.1	Office rent					
5.1.1						
5.1.2						
5.2	Consumables (Preparation of project documentation)					
5.2.1						
5.2.2						
5.3	Others					
5.3.1						
5.3.2						
6	Investment/Works				164 100,00	
6.1	Studies, technical documentations, permissions					
6.1.1						
6.1.2						
6.2	Construction, works					
6.2.1						
6.2.2						
6.3	Reconstruction, works				164 100,00	
6.3.2	Investment Termachuv Tract	investment	1	164100	164 100,00	Costs of works on strengthening the banks of the stream "Termachuv" and the arrangement of capital crossings and passages through the stream.
6.3.2						
7	Administrative costs				1 318,76	
7.2	Administrative costs (max. 2% of direct cost without infrastructure component (1+2+3+4+) but less than 60000 EUR)	FLAT RATE			1 318,76	
8	Total eligible costs (1+2+3+4+5+6+7)				231 356,76	

PROJECT BUDGET PER Beneficiary					CF C&I	Country: UA
No.	Costs	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)	Description of budget line (max. 250 characters)
1	Human Resources					
1.1	Salaries of internal project manager				33 000.00	
1.1.3	Project manager	months	30	600	18 000.00	Costs of monthly wage for project manager during the Implementation of project (30months x 600€ = 18 000€)
1.2	Salaries of internal project financial manager				15 000.00	
1.2.3	Financial manager	months	30	500	15 000.00	Costs of monthly wage for the financial manager during project Implementation (30monthsx500€ = 15000€)
1.3	Salaries of internal project communication manager				-	
1.3.1					-	
1.3.2					-	
1.4	Salaries of internal professional staff				-	
1.4.1					-	
1.4.2					-	
2	Travel				2 796.00	
2.1	International travel cost for project staff (including travel and subsistence costs)					
2.1.3	Project meeting	km	700	1	700.00	Costs for travel to project meeting in Jakubova Vola (2 times during the Implementation): 350km there and back x 1€ x2 =
2.2	Inland travel cost for project staff (including travel and subsistence costs)				80.88	
2.2.2	Project meeting	km	80	1	80.00	Costs for travel to project meeting during the Implementation of the project in Velkyj Bereznyj (2times) 2x1€x10km = 80€
2.3	Travel costs for other stakeholders				2 015.20	
2.3.9	Transport to the Opening ceremony	km	350	1.4	490.00	Costs for the transport for participants from the Perechyn to Opening ceremony of Multifunctional cultural centre in
2.3.9	Transport to Kick-off meeting	km	350	1.4	490.00	Costs for the transport for participants from Perechyn to Kick-off meeting in Jakubova Vola village there and back (175km)
2.3.10	Transport for recording CD	km	350	1.4	490.00	Costs for the transport for participants from Perechyn to recording conference CD in Jakubova Vola village there and back (
2.3.11	Transport to Closing conference	km	350	1.4	490.00	Costs for the transport for participants from Perechyn to Closing conference organized in Jakubova Vola village there and
2.3.12	Transport to Velkyj Bereznyj	km	40	1.4	56.00	Costs of transport for participants from Perechyn to Velkyj Bereznyj for the cultural event Presentation day there and back.
3	Equipment and supplies				2 387.00	
3.1	Purchase or rent of equipment				1 887.00	
3.1.4	Fuel boiler	pcs	1	1887	1 887.00	Costs of purchase of modern energy-efficient fuel solid fuel boiler, which will work on wood and wood chips.
3.2	Others				500.00	
3.2.1	Technical documentation	pcs	1	500	500.00	Costs of technical documentation needed for instalation of new modern energy-efficient fuel solid boiler
3.2.2					-	
4	Services				29 390.00	
4.1	Publications				-	
4.1.1					-	
4.1.2					-	
4.2	Studies, research				-	
4.2.1					-	
4.2.2					-	
4.3	Costs of Expenditure Verification				2 400.00	
4.3.1	Audit	pcs	3	700	2 100.00	Costs of audit necessary for the reporting of the project (1 audit per 1 year during the implementation of project)
4.3.2					-	
4.4	Translation, interpreters				2 400.00	
4.4.3	Translation during the implementation	page	240	10	2 400.00	Costs of translation during the implementation of the project (PR materials, reports, documents, promotional folders, translation texts for the promotional folovers and leaflets about project (1page/17€ - 20x17=340€)

PROJECT BUDGET PER Beneficiary					CF CCI	Country: UA
No.	Costs	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)	Description of budget line (max. 250 characters)
4.5	Financial services (bank costs etc.)				300.00	
4.5.1	Bank services	month	30	10	300.00	Bank's services necessary during the implementation of project
4.5.2					-	
4.6	Costs of events (conferences, seminars)				21 120.00	
4.6.8	2 Exchange folklore trips for youth	event	2	4575	3 150.00	Costs of 2 events organized in Perechyn consist of boarding for 45 participants (UA+SK) for 3 days
4.6.9	Common festival for youth	event	1	11 510.00	11 510.00	Costs for organizing festival consist of: renting of scene and sound 1500€, purchase of decoration 500€, boarding of
4.6.10	Project meeting	event	2	230	460.00	Costs of boarding and accommodation for project staff during two project meetings in Perechyn. Accommodation for 4 persons
4.7	Visibility and communication actions				3 470.00	
4.7.7	Promotional flyer about project	pcs	1000	0.5	500.00	Costs for the promotional flyer about realization of project (colour printing flyer in 3 languages EN, SK, UA- 1000 pieces)
4.7.8	Promotional article	pcs	3	80	270.00	Ensuring publicity in regional media during implementation of the project (3 articles x 50€ = 270€)
4.7.9	Movie about Lemky's history	pcs	1	2500	2 500.00	Costs of making the movie about Lemky's history life, culture, traditions, language ... (40min movie with subtitles)
4.7.10	Promotional and information board	pcs	2	100	200.00	Costs of promotional and memorial boards necessary for marking the investment during the implementation the project and
4.8	Others				-	
4.8.1					-	
4.8.2					-	
5	Project Dedicated Office				-	
5.1	Office rent				-	
5.1.1					-	
5.1.2					-	
5.2	Consumables (Preparation of project documentation)				-	
5.2.1					-	
5.2.2					-	
5.3	Others				-	
5.3.1					-	
5.3.2					-	
6	Investment/Works				11 150.00	
6.1	Studies, technical documentations, permissions	investment	1	1000	1 000.00	Correction of prepared documentation for museum repair
6.1.4	Technical documentation				1 000.00	
6.1.2					-	
6.2	Construction, works				-	
6.2.1					-	
6.2.2					-	
6.3	Reconstruction, works				10 150.00	
6.3.3	Repair of the museum "Lankivska Sad'ba"	investment	1	10150	10 150.00	Costs of works needed for reconstruction the museum in Perechyn, where replacement and repair of the roof is needed
6.3.2					-	
7	Administrative costs				1 351.46	
7.3	Administrative costs (max. 2% of direct cost without infrastructure component (1+2+3+4+5) but less than 60000 EUR)	FLAT RATE			1 351.46	
7.3						
Total eligible costs (1+2+3+4+5+6+7)					80 074.46	

BUDGET OF THE PROJECT			Lead Beneficiary:		Jakubová Vořa		
No.	Costs	LB	1. B.	2. B.	Costs (in EUR) (in EUR)	Share %	
1 Human Resources							
1.1	Salaries of internal project manager	34 500,00	33 000,00	33 000,00	100 500,00	9,80%	
1.2	Salaries of internal project financial manager	19 500,00	18 000,00	18 000,00	55 500,00		
1.3	Salaries of internal project communication manager	15 000,00	15 000,00	15 000,00	45 000,00		
1.4	Salaries of internal professional staff	-	-	-	-		
2 Travel							
2.1	International travel cost for project staff (including travel and subsistence costs)	3 360,00	2 908,00	2 796,00	9 064,00	0,88%	
2.2	Inland travel cost for project staff (including travel and subsistence costs)	1 680,00	700,00	700,00	3 080,00		
2.3	Travel costs for other stakeholders	-	80,00	80,00	160,00		
3 Equipment and supplies							
3.1	Purchase or rent of equipment	1 680,00	2 128,00	2 016,00	5 824,00		
3.2	Others	-	-	-	-		
4 Services							
4.1	Publications	27 265,00	15 030,00	29 390,00	71 685,00	6,99%	
4.2	Studies, research	-	3 000,00	-	3 000,00		
4.3	Expenditure verification	-	-	-	-		
4.4	Translation, interpreters	2 400,00	2 100,00	2 100,00	4 200,00		
4.5	Financial services (bank guarantee costs etc.)	-	2 400,00	2 400,00	7 200,00		
4.6	Costs of events (conferences, seminars etc.)	-	-	300,00	300,00		
4.7	Visibility and communication actions	20 715,00	6 560,00	21 120,00	48 395,00		
4.8	Others	1 150,00	970,00	3 470,00	5 590,00		
5 Project dedicated office							
5.1	Office rent	3 000,00	-	-	3 000,00	0,00%	
5.2	Consumables (Preparation of project documentation)	-	-	-	-		
5.3	Others	-	-	-	-		
6 Investment/Works							
6.1	Studies, technical documentations, permissions	631 169,99	164 100,00	11 150,00	806 419,99	78,65%	
6.2	Construction, works	15 450,00	-	1 000,00	16 450,00		
6.3	Reconstruction, works	-	-	-	-		
7 Administrative costs							
7.1	Administrative costs (FLAT RATE - max. 2% of direct cost without infrastructure component (1+2+3+4+5) but less than 60000 EUR/project)	815 719,99	164 100,00	10 150,00	789 969,99	0,42%	
8 Total eligible costs (1+2+3+4+5+6+7)							
		1 622,50	1 318,76	1 351,46	4 292,72		
		1 622,50	1 318,76	1 351,46	4 292,72		
		713 917,49	231 356,76	80 074,46	1 025 348,71	100,00%	

Share by Beneficiaries	69,63%	22,68%	7,61%	100,00%
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Project Title: The cross-border cultural dialogue for the preservation of Europe's cultural heritage									
Costs		Lead Beneficiary		1. Beneficiary		2. Beneficiary		Total amount of the project	
Official Name of the Organisation (In English)		Jakubová Voľa		Velkyj Bereznij		CFCCI			
Country		SK		UA		UA			
SOURCES		Amount (EUR)	Share %	Amount (EUR)	Share %	Amount (EUR)	Share %	Amount (EUR)	Share %
ENI contribution		642 525,74	90%	208 221,08	90%	72 067,01	90%	922 813,83	99%
State contribution		35 695,87	5%	0,00	0%	0,00	0%	35 695,87	3%
Own contribution		35 695,88	5%	23 135,68	10%	8 007,45	10%	66 839,01	7%
Total costs		713 917,49	100,00%	231 356,76	100,00%	80 074,46	100,00%	1 025 348,71	100,00%
Planned revenue									
Total eligible costs expected		713 917,49		231 356,76		80 074,46		1 025 348,71	100,00%



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/finance/contracts/financial-identification_en.htm

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

BANKING DETAILS ①

ACCOUNT NAME ②	OBEC JAKUBOVA VOLA		
IBAN/ACCOUNT NUMBER ③	SK53 5600 0000 0085 9331 1002		
CURRENCY	EUR		
BIC/SWIFT CODE	KOMASKZX	BRANCH CODE ④	
BANK NAME	PRIMA BANKA SLOVENSKO, A.S.		
ADDRESS OF BANK BRANCH			
STREET & NUMBER	HODZOVA 11		
TOWN/CITY	ZILINA	POSTCODE	010 11
COUNTRY	SLOVAKIA		

ACCOUNT HOLDER'S DATA

AS DECLARED TO THE BANK

ACCOUNT HOLDER	JAKUBOVA VOLA		
STREET & NUMBER	JAKUBOVA VOLA 67		
TOWN/CITY	PECOVSKA NOVA VES	POSTCODE	082 56
COUNTRY	SLOVAKIA		

REMARK

BANK STAMP + SIGNATURE

DATE (Obligatory)



SIGNATURE OF ACCOUNT HOLDER

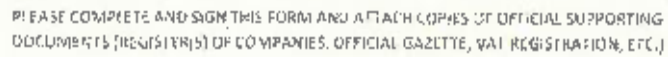
① Enter the final bank

② This does not refer to the bank that the account holder may have chosen to

③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank

④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for

⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to contain all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account holder and the date are ALWAYS mandatory.



PROBAC STATISTICS

Downloaded from <http://ajphaphysiol.physiology.org/> by guest on September 11, 2015

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the forms.

OFFICIAL NAME ①	JAKUBOVA VOLA VILLAGE		
BUSINESS NAME (if different)			
ABBREVIATION			
LEGAL FORM	MUNICIPALITY		
ORGANISATION TYPE	FOR PROFIT	<input type="checkbox"/>	
	NON FOR PROFIT	<input checked="" type="checkbox"/>	NGO ② YES <input type="checkbox"/> NO <input type="checkbox"/>
MAIN REGISTRATION NUMBER ③	327174		
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION	CITY	JAKUBOVA VOLA VILLAGE	
	COUNTRY	SLOVAKIA	
DATE OF MAIN REGISTRATION	<input type="text" value="06"/> DU	<input type="text" value="09"/> MM	<input type="text" value="1990"/> YYYY
VAT NUMBER	2020711506		
ADDRESS OF HEAD OFFICE	JAKUBOVA VOLA 67		
POSTCODE	<input type="text" value="082 56"/>	P.O. BOX	<input type="text"/>
		CITY	PECOVSKA NOVA VES
COUNTRY	SLOVAKIA		PHONE <input type="text" value="+421908981597"/>
E-MAIL	STAROSTA@JAKUBOVAVOLA.SK		

DATE _____

03 11 2014

STAMP

SIGNATURE

- ① National
- ② NGO → P
- ③ Registr

if existing.

ted if NFPQ is indicated

nies: see table with corresponding field denomination by country.

Partnership Agreement

(ref: HUSKROUA/1702/3.1/0082)

Project title: The cross-border cultural dialogue for the preservation of
Europe's cultural heritage

Application ID: HUSKROUA/1702/3.1/0082

HUSKROUA ENI CBC Programme 2014-2020

Note²:

[The Partnership Agreement is a legal document which formalizes the relationship between the Lead Beneficiary and the Beneficiaries regulating mutual right, duties and responsibilities, provisions for sound project and financial management as well as recovery of funds.

This formal document may be modified and adjusted to the individual needs, the legal and administrative framework of the Project Participants to the project however without any contradiction to the defined legal base set out below and to the call for proposals' documents.

Before the signature of the Grant Contract and within 30 calendar days after the receipt of the award letter, the Partnership Agreement has to be signed by the Lead Beneficiary and the Beneficiaries and provided to the Joint Technical Secretariat. Failure to submit the PA within the above-mentioned deadline may cause the delay of the contract signature.

As this Partnership Agreement serves only as a model, there is no guarantee and no liability for completeness, correctness, up-to-dateness and full compatibility with EU and national law.]

Preamble

Having regard to

- Commission Implementing Decision of 8 October 2014 adopting a programming document for European Union support to ENI Cross-Border Cooperation for the period 2014-2020 (Programming Document);
- Regulation (EU) No 232/2014 of the European Parliament and of the Council of 11 March 2014 establishing a European Neighbourhood Instrument (ENI Regulation);
- Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's Instruments for financing external action (ENI CIR);
- Commission Implementing Regulation (EU) No 897/2014 of 18 August 2014 laying down specific provisions for the implementation of cross-border cooperation programmes financed under Regulation (EU) No

² all notes in grey brackets to be deleted upon signing the Agreement

232/2014 of the European Parliament and the Council establishing a European Neighbourhood Instrument (hereinafter referred to as ENI CBC Implementing Rules);

- 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
- Joint Operational Programme 2014-2020 of Hungary-Slovakia-Romania-Ukraine for the ENI Cross-Border Cooperation;
- National rules applicable to the Lead Beneficiary and Beneficiaries;
- State Aid applicable rules;
- Guidelines for Applicants;
- Grant contract;
- Project Implementation Manual of the Programme;
- Project Communication Guidelines.

the following agreement has been concluded between:

Jakubova Vola village,
Jakubova Vola 67,
082 56 Pečovská Nová Ves
Slovak Republic, Tax number: 2020711506 (Lead Beneficiary),

and

Velkyj Bereznyj village council
Ukraine Zakarpattia Velkykyj Bereznyj 89000 (Beneficiary 1),
Ševčenko 12, Tax number: 04351127

Charitable Foundation "Center for Civic Initiatives" (Beneficiary 2),
Ukraine Zakarpattia Perechyn 89200 Narodna
sq. 21/, TAX number: 22088142

(Hereinafter jointly referred to as Parties)

have agreed as follows:

1. Subject of the Agreement

The purpose of this Partnership Agreement (hereinafter "the Agreement") is to define the rules of procedure for the joint implementation of the project: The cross-border cultural dialogue for the preservation of Europe's cultural heritage HUSKROUA/1702/3.1/0082 ("the Project") approved by the Joint Monitoring Committee (hereinafter referred to as JMC) of the Joint Operational Programme Hungary-Slovakia-Romania-Ukraine European Neighbourhood Instrument Cross-border Cooperation Programme on 12th of July 2018 and the relations among the Lead Beneficiary and Beneficiaries.

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

The Grant Application Form as approved by the Joint Monitoring Committee and the Grant Contract (with all its provisions) signed by all signatories are to be regarded as integral parts of this Agreement, therefore their content and the obligations set by the above-mentioned documents have to be fully respected by the Parties and the provisions related to the Lead Beneficiary apply *mutatis mutandis* to the partners, with the exceptions of the ones linked to the application of Lead Partner principle.

2. Definitions

Where in this Agreement the "MA" is mentioned this refers to the Ministry of Foreign Affairs and Trade of Hungary, which shall sign the Grant Contract with the Lead Beneficiary and shall provide the grant funding. The MA is not a party to this Agreement.

Where in this Agreement the "JTS" is mentioned it refers to the Joint Technical Secretariat of the Hungary-Slovakia-Romania-Ukraine European Neighbourhood Instrument Cross-border Cooperation Programme. The JTS is not a party to this Agreement.

Lead Beneficiary: the Lead Beneficiary is designated by the Project Participants and assumes full legal and financial responsibility for ensuring implementation of the entire project. The Lead Beneficiary is also responsible for the proper reporting of progress during project implementation to the Joint Technical Secretariat as stipulated in the Grant Contract.

Beneficiary: an actor that commits itself to functionally and financially implement a project part of the Project according to the Grant Application Form as approved by the Joint Monitoring Committee.

Project Participants: means Lead Beneficiary and other Beneficiary/Beneficiaries together.

Project part: covers a set of activities within the Project as a whole, undertaken by the Lead Beneficiary or another Beneficiary in a defined timeframe and presented as a Lead Beneficiary / Beneficiary budget sheet in the budget of the Grant Application Form.

3. Obligations of the Parties

The Project Participants commit themselves in doing everything in their power to foster the implementation of the Project and shall ensure their performance in time and in compliance with obligations to the JMA. Furthermore, they shall implement the Project with the requisite care, transparency and diligence, in line with the principles of sound financial management and with the best practices in the field.

Project Participants shall actively cooperate in the development and implementation of the Project. In addition, they shall cooperate in the staffing and financing of the Project. The Lead Beneficiary and each Beneficiary shall be legally and financially responsible for the activities that it is implementing and for the share of the Union funds and, if relevant, the related State contribution it has received for its project part. The Lead Beneficiary shall assume the sole responsibility for the entire Projects towards the MA and fulfil all obligations arising from the Grant Contract of the approved project and is entitled to represent all Project Participants involved in the project towards MA/JTS/programme management bodies.

In addition to the obligations set out in the Grant Contract the Lead Beneficiary is obliged, in particular:

- a. to be responsible for the overall coordination, management and implementation of the entire Project
- b. to inform all Beneficiaries on the signature of the Grant Contract and provide all Beneficiaries with a copy thereof
- c. to implement the Project in compliance with requirements set in the Grant Contract
- d. to appoint a project manager for the overall project coordination
- e. to appoint a financial manager in charge of the overall project financial implementation ensuring a proper book keeping system, filing the original supporting documents.

- f. to appoint a communication manager in charge of the assurance of the visibility requirements, and the communication and capitalisation activities
- g. to set up a reliable internal control system, coordination system and audit trail, including mechanisms to avoid double financing
- h. to guarantee the legality and regularity of the funds allocated to the Project, in compliance with all the eligibility criteria
- i. to arrange the recovery of amounts unduly paid
- j. to ensure that the Beneficiaries receive the total amount of the Union contribution as quickly as possible and in full in accordance with the present Agreement
- k. to provide the co-financing to the ENI grant according with Article 3 of the Grant Contract
- l. to ensure that the expenditure presented by the Project Participants has been paid for the purpose of implementing the Project and corresponds to the activities agreed between the Project Participants
- m. to communicate with the JTS and report to it in time about any Project complications, changes of the activity or Beneficiaries and to notify the JTS/MA immediately of any event that could lead to a temporary or final termination or delay of the project activity as well as endanger/jeopardise the implementation of the Project
- n. to consult Beneficiaries regularly, keep them fully informed of the progress of the Project and 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 implementation of the Project, the information activity or the payment of financing) and notify them immediately of any event that could lead to a temporary or final termination or delay of the project activity as well as endanger/jeopardise the implementation of the Project
- o. to make any effort to contact the Beneficiaries in resolving the difficulties including seeking the assistance of the JTS/MA
- p. to ensure that all Beneficiaries are involved in the decision making regarding the Project, and especially agree with the Beneficiaries before submitting any request for reallocation between budget lines and for any amendment of the Grant Contract/Partnership Agreement to the JTS/MA
- q. to support the Beneficiaries in implementing their obligations by giving them the correct information, indications and clarifications on the procedures
- r. to have its expenditures incurred in the given reporting period, verified by the designated national controller (for Lead Beneficiary from one of the Member States) or accepted auditor (for Lead Beneficiary from Ukraine)

- s. to collect expenditure verification reports and submit those to the JTS in due time
- t. to provide help and support for the national controllers or the auditor in the preparation of the expenditure verification reports
- u. to be responsible for the submission of requests for payment to the JTS
- v. to draw up and present the consolidated interim and the consolidated final reports (hereinafter referred to as Project Interim Reports and Project Final Report) to the JTS as set in the Article 6 of the Grant Contract
- w. to report in accordance with the existing legislation and national guidelines if the project activities are State Aid relevant in accordance with EU legislation for beneficiaries located in the Member States and in accordance with Chapter 10 of the Association Agreement between the European Union and Ukraine for the Ukrainian beneficiaries
- x. to properly archive project documents for the period of five years from the date of payment of the balance of the Programme, as per Art. 70 of ENI CBC Implementing Rules
- y. to implement its individual part of the Project accordingly
- z. to enable the responsible bodies indicated in the grant contract to carry out their audit, control and monitoring / evaluation activities
- aa. to guarantee the systematic collection and the safe storage of all the documentation regarding project expenditure and activities
- bb. to keep a copy of all project documents prepared by the Project Participants or other bodies.

Each Beneficiary is directly and exclusively responsible to the Lead Beneficiary for the due implementation of its respective project part and for the proper fulfilment of its obligations as set out in the Partnership Agreement and in the Grant Application Form.

In addition to the obligations set out in the Grant Contract each Beneficiary is obliged, in particular:

- a) to implement its Project part in compliance with requirements set in the Grant Contract
- b) to provide the co-financing to the grant contribution
- c) to appoint a project manager who is responsible for its part of the project implementation
- d) to appoint a financial manager in charge of ensuring a proper book keeping system, filing the original invoices, ensuring adequate measures to avoid double financing etc.
- e) to set up effective, efficient and reliable management and control system and audit trail at a project Beneficiary level
- f) to ensure that the expenditure has been incurred for the purpose of implementing the project and correspond to the activities agreed by

the Project Participants and described in the Grant Application Form

- g) to have its expenditures incurred in the given reporting period, verified by the designated national controller or auditor and to submit the expenditure verification report issued by national controllers (for the Member States) or the auditor (for Ukraine) to the Lead Beneficiary in due time
- h) without any delay to inform the Lead Beneficiary about any changes concerning the bank account to which the Union contribution of the Beneficiary shall be transferred
- i) to provide the help and support for the national controllers or the auditors in order to prepare the expenditure verification reports
- j) to submit to the Lead Beneficiary the Beneficiary level interim and final reports
- k) without any delay to provide the Lead Beneficiary with any information needed to draw up Project interim and final reports
- l) to guarantee the systematic and safe collection of all the documentation regarding its part of project expenditure and its transmission to the Lead Beneficiary, as well as to guarantee the access to documents to all the representatives of the institutions in charge of verifications and to the bodies authorised to monitor or audit the Project;
- m) to report to the Lead Beneficiary in accordance with the existing legislation and national guidelines if the project activities are State Aid relevant in accordance with EU legislation for beneficiaries located in the Member States and in accordance with Chapter 10 of the Association Agreement between the European Union and Ukraine for the Ukrainian beneficiaries
- n) to guarantee the legality and regularity of the funds allocated to the part of the Project implemented under its own responsibility, in compliance with all the eligibility criteria
- o) to repay the amounts unduly paid to the Lead Beneficiary, if so requested by the MA/JTS
- p) to react promptly to any request of the Lead Beneficiary or MA/JTS in particular for what concerns requests related to the coordination and implementation of the project
- q) to notify the Lead Beneficiary immediately of any event that could lead to a termination or temporary delay of the project activity as well as endanger/jeopardise the implementation of the Project
- r) to ensure that all information to be provided and requests made to the MA/JTS are sent via the Lead Beneficiary
- s) to properly archive project documents for the period of five years from the date of payment of the balance of the Programme, as per Art. 70 of ENI CBC Implementing Rules

The breach of the obligations of the Agreement by one of the Beneficiaries may lead to an early termination of its participation in the Project. Should a Project Participant not fulfil its obligations under this Agreement in due time, the Lead Beneficiary shall admonish the Beneficiary to fulfil them within a reasonable period of time. The Project Participants undertake to find a rapid and efficient solution. Should the non-fulfilment continue, the Lead Beneficiary may decide to terminate the Beneficiary concerned from the Project. This termination has to be decided by consensus by all the other Beneficiaries in a documented manner. The Lead Beneficiary shall communicate to the MA/JTS the reasons for the proposed termination of one of the Beneficiary's participation and the date on which the termination shall take effect, as well as a proposal on the reallocation of the tasks of the Beneficiary whose participation is terminated provided that the eligibility rules of the Call for Proposal are kept with the remaining Beneficiaries, or on its possible replacement with the involvement of a new Beneficiary. Such proposal shall be endorsed by the Joint Monitoring Committee. If the JMC agrees with the termination and with the proposed changes in the partnership, the Grant Contract shall be amended accordingly.

4. Duration of Agreement

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

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

In case the Grant Contract terminates, the present Agreement remains valid until the end of the availability of documents for financial controls.

5. Results

All the Parties shall adhere to the set numbers of the activities and action plan, so that the planned results and related indicators are achieved, as detailed in the Grant Application Form.

6. Amendment of the activities, action plan, results and indicators

If for some reasons one of the Project Participants cannot implement one of the defined activities or deviation from the approved action plan is unavoidable with the necessary changes in the set of indicators, the Lead Beneficiary has to

inform the MA/JTS in writing about the difficulties raised and shall request the possible modification accordingly.

Where the amendment does not affect the basic purpose of the Project, the Lead Beneficiary may amend the Description of the Project and shall inform the JTS accordingly. Such amendments shall be collected during the concerned reporting period in form of a 'request for modification(s)' by the Lead Beneficiary and submitted for approval to the Joint Technical Secretariat favourably at the end of the reporting period but in the report at the latest.

Where the level of amendment requires prior approval, the Lead Beneficiary shall submit a duly justified request to the JTS thirty days before the date on which the amendment should enter into force, unless there are special circumstances duly substantiated and accepted by the JTS. Upon approval, such amendment will be embodied in form of an Addendum to the Grant Contract.

The Lead Beneficiary shall obtain the written prior agreement of all the Beneficiaries for any amendment before applying to the MA/JTS with the request. The amendment may not have the purpose or the effect of making changes to the Grant Contract and Grant Application Form that would call into question the grant award decision or be contrary to the equal treatment of applicants.

7. Management of the project

The project team will consist of skilled and experienced people. The Lead Beneficiary's project team will have 2 positions: project coordinator and financial manager. Project coordinator is responsible for the overall implementation of the project, will communicate with JTS and the managing authority of the Programme and will coordinate all project partners. Financial manager will take care of financial issues.

The Beneficiary 1's project team will have 2 positions: project manager and financial manager. Project manager will be responsible for – realization of the project on beneficiary level, communication with project coordinator, cooperation with other members of project team, prepare reports. Financial manager will be responsible for – financial issues, budget spending, accounting, preparing the financial reports.

The Beneficiary 2's project team will have 2 positions: project manager and financial manager. Project manager will be responsible for – realization of the project on beneficiary level, communication with project coordinator, cooperation with other members of project team, prepare reports. Financial manager will be responsible for – financial issues, budget spending, accounting, preparing the financial reports.

The beneficiary and partners confirm to accept overall coordinator that will be the project coordinator from Jakubova Vofa village. Coordinators at partner level will be:

The Beneficiary 1: project manager

The Beneficiary 2: project manager

The beneficiary and partners confirm to accept overall financial manager that will be the financial manager from Jakubova Vofa village. Financial managers at partner level will be:

The Beneficiary 1: financial manager

The Beneficiary 2: financial manager

All member of the project staff will work together and provide help and guidance to other staff members if any problem during the implementation occurs. The partners will communicate within Internet but also via regular project team meetings. 6 project meetings are planned and also several skype project meetings. Project team will be in very close contact. Members will regularly communicate, cooperate and oversee of the realization of the project.

8. Changes in the project partnership

Being aware of the fact that all changes in the project partnership need prior approval of the Joint Monitoring Committee and that the Grant Contract shall terminate if the number of Beneficiaries falls below the minimum number of participants, the Project Participants agree not to back out of the Project unless there are unavoidable reasons for it.

In case one of the Project Participants withdraws from the Project or its participation is terminated from it (the process is detailed under Article 3), the remaining Project Participants shall undertake to find a rapid and efficient solution to ensure further proper project implementation without any delay. Consequently, the Project Participants shall endeavour to cover the contribution of the withdrawing Project Participant, either by completing its tasks by one or more of the remaining Project Participants or by involving a new potential Beneficiary to join the project partnership, taking into account the relevant programme provisions.

In case of legal succession, e.g. when the Beneficiary changes its legal form, the Beneficiary is obliged to transfer all duties under this Agreement to the legal successor. The Beneficiary shall notify the Lead Beneficiary in written form within 10 days. The Lead Beneficiary shall notify the JTS according to the provisions set out in the Grant Contract.

The Lead Beneficiary shall inform the MA/JTS as soon as changes in the project partnership are foreseeable. The changes in the partnership enter into force only after approval by the Joint Monitoring Committee.

The Beneficiary whose participation in the Project was terminated or the one who backed out of the Project will be obliged by the present Agreement for its whole duration with regard to the activities carried out and expenditure incurred until the moment when the termination took effect or when the Beneficiary withdrew from the Project. The provisions set for document keeping, recoveries and financial controls and audits remain applicable to them.

9. Liability

The Project Participants agree that one Party cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the other Party while the Project is being carried out or as a consequence of the Project.

The Project Participants agree that they shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the part of the Project implemented under their own responsibility is being carried out or as a consequence of that part of the Project.

10. Sub-contracting

The Project Participants may subcontract a limited portion of the Project.

In the case in which one of the Beneficiaries sign agreements/contracts with subcontractors for a partial execution of their part of the Project, Beneficiary will continue to be responsible towards the Lead Beneficiary for all the obligations arising from the present Agreement.

If the implementation of a project requires procurement of goods, works or services by a Beneficiary, the following rules shall apply:

where the Beneficiary is a contracting authority or a contracting entity within the meaning of the Union legislation applicable to procurement procedures, it may apply national laws, regulations and administrative provisions adopted in connection with Union legislation.

In all other cases the applicable rules are set out in Art. 52 paragraph 2 and Articles 53 to 56 of ENI CBC Implementing Rules, as well as any specific instructions defined in the Guidelines for Applicants and the Project Implementation Manual.

11. Financing of the Projects

The financing of the Project will be performed in accordance with the Article 3 of the Grant Contract.

The total eligible cost of the Project is estimated at 1 025 348,71 Euro, as set out in the Budget of the Project, annexed to the Grant Contract. The maximum ENI grant is estimated at 922 813,83 Euro, equivalent to 90% of the estimated total eligible cost of the Project.

Separate Beneficiary level budget for the part of the Project implemented under each Beneficiary's own responsibility should be filled in and annexed to the present Agreement. Beneficiary level budgets should be annexed in as many tables as the number of the Project Participants (including the Lead Beneficiary), conforming to Annex II of the Grant Contract (Budget of the project indicated per beneficiary including ENI share in amount and in percentage).

12. Co-financing of the Projects

The Project Participants shall co-finance the ENI grant contribution according to the requirements of the Grant Contract.

The Lead Beneficiary undertakes to co-finance the implementation of the Project with 35 695,88 Euro.

The Beneficiary 1³ undertakes to co-finance the implementation of the Project with 23 135,68 Euro.

The Beneficiary 2 undertakes to co-finance the implementation of the Project with 8007,45 Euro.

Failure to respect this clause may cause penalties correspondent to the caused damage or even a project termination and recovery.

Project Participants shall follow the applicable State Aid rules.

13. Payment

All Union contributions for implementation of the Project will be transferred to the bank account of the Lead Beneficiary defined in the Financial Identification Form (Annex 2 to this Agreement). All the payments in the frame of Project will be made by the Lead Beneficiary from this bank account in Euro.

³ Put as many rows as needed

Any changes of the bank account data by the Beneficiary must be reported to the Lead Beneficiary as soon as possible.

The Lead Beneficiary shall be responsible for the administrative and financial management of the funds.

The Lead Beneficiary takes responsibility for distributing the Union funds between the Project Participants as the pre-financing payments and in accordance with their verified expenditures incurred for project actions and payment requests. The fund will be distributed by means of the transfer within 10 working days without delay as from the date of receipt of the instalment of Grant, proportionally to each Beneficiary's contribution to the Project unless justified, without making any deduction, retention or further specific charge, and shall submit the proof of transfer to MA/JTS within 10 working days.

Legal Entity Form per each Beneficiary (conforming to the model provided in the Application Package and Annex 1 to the present Agreement) contains details of the bank accounts to which the ENI share of the Beneficiaries shall be transferred by the Lead Beneficiary. If the total verified accepted eligible costs of the part of the Project implemented under the Beneficiary's responsibility at the end of the Project are less than the estimated cost, the Beneficiary shall be limited to the amount approved by the MA for the respective part of the Project.

Any interest accruing from pre-financing paid by the Lead Beneficiary to the Partners shall be mentioned in the interim and final reports and deducted from the payment of the balance of the amounts due.

Any revenue generated within the project implementation must be declared by all Beneficiaries in the interim and final expenditure verification reports according to the Article 6 "Narrative and Financial reporting" of the Grant Contract (point 6.7). Beneficiaries must state that the revenue of the project are real, accurately recorded in relevant accounts, eligible in accordance with Grant contract and related instructions and provisions and not covered by any previous expenditure verification reports.

Revenue generated within the project implementation may not constitute the co-financing part of the Beneficiaries. The revenues are deducted by the JTS from the total eligible costs.

14. Budget and eligible expenditures

The Lead Beneficiary is the sole responsible party to the MA/JTS for the budgetary and financial management of the Project.

The Project Participants commit themselves to respect the budget breakdown as set in the Annex II of the Grant Contract (Budget of the project) and the Beneficiary level budgets annexed to the present Agreement and shall implement the project according to the budget reported.

The Lead Beneficiary must ensure the correctness of the accounting, financial reports and documents drawn up by the Beneficiaries regarding the budget. The Lead Beneficiary may request further information, documentation and evidence from the Beneficiaries to that effect. Each Beneficiary shall be held responsible for financial implementation of its part of the budget assigned for the Project.

Any amendment of the project budget shall be performed by the Lead Beneficiary according to Article 16 of the Grant Contract and under the prior agreement of the Beneficiaries. Provisions set out in Article 6 "Amendment of the activities, action plan, results and indicators" of present Agreement applies for the amendment of the budget as well.

Each Beneficiary is committed to keep accounts solely used for the Project budget, following the requirements indicated in the grant contract.

The accounts shall provide total expenses related to the budget operation in national currency and translated into Euro for reporting following the method stipulated in the Grant Contract.

The Project Participants commit themselves to respect all the eligible criteria.

15. Monitoring

The Lead Beneficiary has overall responsibility for monitoring the actions undertaken by the Beneficiaries on an on-going basis, aiming at the achievement of the results and measured by the related indicators.

The Lead Beneficiary is obliged to promptly inform the MA/JTS and to provide it with all necessary details in case of any events that could jeopardize the implementation of the Project or the achievement of the planned results.

16. Reporting

The Lead Beneficiary can submit a Request for Payment to the JTS only by providing proof of progress of the Project. Therefore, in order to provide adequate information on the progress of the Project, each Beneficiary has to

submit an Interim Report to the Lead Beneficiary consisting of a narrative part describing the activities carried out with their outputs and results during the reporting period and a financial part presenting the financial progress of the Project part implemented under his own responsibility, compared to the approved Grant Application Form.

The Beneficiary level interim report shall consist of a narrative part and a financial part shall conform to the template as published by the Programme and shall cover every 12 months of the implementation period of the Project.

The Beneficiary level final report consisting of a narrative part and a financial part shall conform to the template as published by the Programme.

The proofs of the transfers of ownership referred to Article 19 "Ownership/use of results" are to be annexed to the final report.

The Beneficiaries have to respect the reporting deadlines of the Grant Contract and have to submit their Interim/Final Reports and Expenditure Verification Reports for the part of the Project implemented under its own responsibility to the Lead Beneficiary in due time, until 30 days after the end of the monitoring period.

The Expenditure Verification Report shall be issued by a national controller (in case of Beneficiary from a Member State) or by an approved independent auditor (in case of Beneficiary from Ukraine). For verification of expenditures Ukrainian Beneficiaries have to choose pre-select independent external auditor from the list of auditors approved by the Ministry of Finance of Ukraine from 14 March, 2019 No 111.

An Expenditure Verification Report shall be attached to:

- any interim report
- the final report.

Having collected all the Beneficiary level interim reports and Expenditure Verification Reports, the Lead Beneficiary prepares and then submit the Project Interim Report to the JTS accompanied by a request for further pre-financing payments and all the connected Beneficiary level interim reports and Expenditure verification Reports. The same procedure applies for the Final Report with exception to the request for further pre-financing payments.

The Reports shall be drafted in English language and should be drawn up in Euro. The Beneficiaries shall convert into Euro the amounts of expenditure in the list of expenditure incurred in national currency before submission for verification to the responsible controller or auditor. The expenditures shall be converted as described in the Grant Contract. The exchange rate risk is borne by the Beneficiary concerned.

If a Beneficiary fail to supply the Lead Beneficiary with any of the Reports by the deadline set above, it has to represent sufficient written explanation of the reasons why it is unable to comply with this obligation.

Failure to respect this timing may cause penalties correspondent to the caused damage or the suspension of any further transfer of resources from the Lead Beneficiary to the Beneficiary(ies).

Each Beneficiary is obliged to supply the Lead Beneficiary with all information that is needed for the preparation of the Project Reports and for any other specific documentation that might be requested.

The Lead Beneficiary shall keep the Beneficiary(ies) informed on a regular basis about all relevant communication with the MA/JTS regarding the approval of the Reports and about all other essential issues connected to the Project implementation.

17. Financial control and audit requirements

The Lead Beneficiary shall perform the verification of expenditure as laid down in Article 6.7 of the Grant Contract.

The requirement of the Article 6.7 of the Grant Contract will be extended to all Beneficiaries independently of the amount granted.

The Lead Beneficiary will receive Beneficiaries' expenditure verification coming from either an accredited and approved auditor in the case of Ukrainian Beneficiaries or from national controllers in the case of Beneficiaries coming from Member States. The received expenditure verification reports attached to the individual (Beneficiary level) reports will be submitted by the Lead Beneficiary to the JTS, together with the Project report accompanied by a request for further pre-financing payment in case of interim reports.

The information concerning the reality and validity of actions and expenses eligible for funding provided by each Beneficiary shall engage only his responsibility.

The Project Participants take all the necessary arrangements to assure that the foreseen verification will be carried out and provide the national controllers/auditors of any requested information on the project, giving them access to the accounting books, supporting documents and other documentation related to the project, including site visits for the equipment, works and infrastructure.

The coverage rate for the expenditure to be verified shall be defined in the published Terms of Reference, in accordance with applicable national legislation and international standards.

18. Recovery

The Lead Beneficiary shall be responsible for the recovery of any unjustified or ineligible expenditure and for the reimbursement to the MA of its share or amounts recovered according to the Article 14 of the Grant Contract.

Where ineligible expenditure already covered by a payment is identified on receipt of the final report for a contract or following a control or an audit, the Lead Beneficiary shall make out the recovery to the Beneficiaries (or the Subcontractors) concerned. The Beneficiaries (or Subcontractors) will reimburse such funds to the Lead Beneficiary on the base of the recovery orders.

The Beneficiary whose participation in the Project was terminated is obliged to refund to the Lead Beneficiary any ineligible funds and any damage to the remaining Project Participants.

Project Participants recognize the right of the MA to directly request from them the recovery of any amount claimable for which they are responsible. Likewise, and in case the MA is unable to recover the debt within one year of issuing the recovery order, all Project Participants further recognize the right of the national authorities of the country to which they belong to directly claim from them the recovery of any amount claimable for which they are responsible, including by offsetting of any Union contribution from any financial instrument. They also accept the right of the European Commission to directly claim the recovery by the same means.

19. Ownership/use of results

The issues of the ownership are regulated by Article 12 "Ownership/use of results and assets" of the Grant Contract.

The Project Participants agree that owners of the investments are the following:
Jakubova Vola Village is the owner of the Reconstruction of cultural centre ⁴
- Velkyj Bereznyj village council is the owner of the Investment "Termachuv tract"
Charitable Foundation "Center for Civic Initiatives" is the owner of the Repair works for "Lemkivska Sadyba" Museum
The Project Participants agree that owners of the Project outputs/deliverables are the following:
Jakubova Vola village is the owner of the Reconstructed infrastructure in Jakubova Vola village, Publishing of music CD, Cultural event – Opening

⁴ Put as many rows as needed

ceremony of reconstructed cultural centre, Communication outputs – Kick-off and Final conference, PR materials, Promotional articles in local media. ⁶

Velkyj Bereznyj village council is the owner of the Cultural event - Presentation day, Investment "Termachuv tract", Book publishing, PR materials, Promotional articles in local media.

Charitable Foundation "Center for Civic Initiatives" is the owner of the {Repair of the museum "Lemkivska Sadyba", Movie about Lemky's history, 2 Exchange folklore trips for youth, Common festival for youth, Promotional flyer about project, Promotional article

The copies of the proofs of transfers (if any) will be attached to the Final Reports as set in the article "Reporting".

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

a) {Jakubova Vola village, will be responsible for all outputs and results in its ownership. Lead Beneficiary is ready to finance costs incurred after the project implementation from its own resources. Also if it will be necessary, the newly reconstructed infrastructure component will be financially supported. Lead Beneficiary will primarily focus on promotional and information activities that will seek to keep awareness of the project after its completion. All the PR materials will be also freely available for everyone. In the context of sustainability Lead Beneficiary plans to invite partners of the project to the cultural events that will be organize in the future.

b) Velkyj Bereznyj village council will be responsible for all outputs and results in its ownership. Beneficiary 1 is ready to finance costs incurred after the project implementation from its own resources. Also if it will be necessary, the newly reconstructed infrastructure component will be financially supported. Beneficiary 1 will primarily focus on promotional and information activities that will seek to keep awareness of the project after its completion. All the PR materials will be also freely available for everyone. In the context of sustainability Beneficiary 1 plans to invite partners of the project to the cultural events that will be organize in the future.

c) CF Center for Civic Initiatives will be responsible for all outputs and results in its ownership. Beneficiary 2 is ready to finance costs incurred after the project implementation from its own resources. Beneficiary 2 will primarily focus on promotional and information activities that will seek to keep awareness of the

⁶ Put as many rows as needed

project after its completion. All the PR materials will be also freely available for everyone. In the context of sustainability Beneficiary 2 plans to invite partners of the project to the cultural events that will be organize in the future.

In connection to the revenues generated after project closure, the Project Participants agree on the following rules:
Project will not generate revenues.

Taking into account the provisions of Article 39 point 3 of ENI CBC Implementing Rules, any project including an infrastructure component shall repay the Union contribution if, within five years of the project closure or within the period of time set out in state aid rules, where applicable, it is subject to a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives. Sums unduly paid in respect of the project shall be recovered by the MA in proportion to the period for which the requirement has not been fulfilled. Therefore, owners of an infrastructure component shall not substantially modify their respective project parts affecting its nature, objectives or its implementation conditions.

20. Communication, publicity and projects results

Any publicity measure undertaken by any of the Project Participants shall be conducted in accordance with the Article 19 of the Grant Contract and with any other provisions of the Hungary-Slovakia-Romania-Ukraine ENI Cross-border Cooperation Programme 2014-2020.

2. Information and publicity measures shall be co-ordinated among the Project Participants. Each Project Participant is equally responsible for promoting the fact that financing for the Project is provided from Union contribution within the framework of the Hungary-Slovakia-Romania-Ukraine ENI Cross-border Cooperation Programme 2014-2020 and is responsible for ensuring the adequate promotion of the Project.

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

4. The Project Participants agree that the Lead Beneficiary may provide the MA/JTS 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 of the Project;
- the name of the Lead Beneficiary and the other Beneficiaries;
- the amount granted and the EU co-financing rate;
- the purpose of the contribution (i.e. the overall objective of the Project);
- the geographical location of the Project;
- project results, evaluations, summaries;

- any other information about the Project if considered relevant.

21. Amendments of the Agreement

Any amendments to this Agreement shall be in writing and shall be signed by all Parties and only after prior approval of the MA/JTS.

No amendments should be done retroactively.

22. Dispute settlement

The Parties shall do everything possible to settle amicably any dispute arising between them during implementation of the Project. 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 Beneficiary shall inform the MA/JTS of any unsolved disputes arising during the project implementation.

For example:

This Agreement is governed by the law of Slovak Republic, being the law of the Lead Beneficiary. Disputes will be settled by the Slovak Republic Court of justice, Grešova 2866/3, 080 01 Prešov.

23. Compliance

This Agreement is in compliance with ENI Grant Contract and other Call for proposals documents. In case of contradictions between the text of the Agreement and the Grant Contract, the provisions of the latter prevail. The Agreement has to be signed by the Lead Beneficiary and Beneficiaries before the signature of the Grant Contract. Present Agreement is integral part of the Grant Contract and its annexes.

24. Transparency

The Lead Beneficiary has to secure the circulation of information received from the MA/JTS to all Beneficiaries and vice versa.

25. Confidentiality

The principle of the confidentiality will be kept by the Project Participants according to Article 9 of the Grant Contract.

26. Working language

The working language of the project partnership shall be English as defined in the Section 8 of the Joint Operational Programme Document. Present Agreement is concluded in English. In case of translation of this Agreement to another language the English version will be the binding one.

[number of Parties signing the Partnership Agreement + 3] original copies will be made of this Agreement of which each Party keeps one original, while three originals are attached to the Grant Contracts.

Name of the Lead Beneficiary:	Jakubova Vofa village
Name and title of legal representative:	
Place, date and stamp:	
Signature	

Name of the Beneficiary 1:	Velykyj Bereznyj village council
Name and title of legal representative:	
Place, date and stamp:	
Signature	

Name of the Beneficiary 2:	Charitable Foundation Center for Civic Initiatives
Name and title of legal representative:	
Place, date and stamp:	
Signature	

ANNEXES:

Annex 1. Legal Entity Form of each Beneficiary ⁷

Annex 2. Financial Identification Form

Annex 3. Budget of the Project (Annex II of the Grant Contract)

⁷ Attach as many Legal Entity Form as the number of Beneficiaries