

The **Government Office for Development and European Cohesion Policy**, Kotnikova 5, SI – 1000 Ljubljana, Slovenia , **acting as the Managing Authority of the Cooperation Programme Interreg V-A Slovenia-Hungary (hereinafter referred to as the MA)**, represented by the **Head of MA**

and

Organization, represented by its authorized representative, **Name, Title, acting as Lead Partner** (hereinafter referred to **as Lead Partner (LP)** and representing the partners (according to Partnership Agreement)) of the respective project.

hereby conclude the following

ERDF SUBSIDY CONTRACT NO ...

The subject matter of this contract is the legally binding agreement on implementation and management of the

Project Name:	
Project Acronym:	
Project Number:	
LP Organisation:	
Priority:	
Specific Objective:	
Approved start date:	
Approved end date:	

Article 1 Legal framework

1. This contract is concluded on the basis of:
 - a) EU Regulation No. 1303/2013 referred to as "CPR regulation";
 - b) EU Regulation No. 1301/2013 referred to as "ERDF regulation";
 - c) EU Regulation No. 1299/2013 referred to as "ETC regulation";
 - d) Community and national rules for public procurement and entry into the markets, protection of the environment, equal opportunities between men and women, State aid/De-Minimis rules and prevention of fraud;
 - e) Cooperation Programme Interreg V-A Slovenia- Hungary, as in the last approved version;
 - f) Open Call for Proposals;
 - g) Implementation Manual for Beneficiaries for the Cooperation Programme Interreg V-A Slovenia- Hungary, as in the last approved version;
 - h) approved (last) version of the Application, including all approved changes, as stored in the programme information system (e-MS);

- i) decision of the Monitoring Committee (hereinafter referred to as the MC) on the approval of the operation.
2. Principles to be applied especially in case EU regulations are in place for a certain topic, these take precedence. The programme may set programme-specific rules in the Implementation Manual for Beneficiaries. In case none of the above has regulated a certain topic, national rules apply.

Article 2

Award of Subsidy

1. The MC has approved the project [XX] on [date]. The decision of the MC is based on the criteria set out in the Implementation Manual for Beneficiaries and approved by the MC. In case the respective MC has set special conditions they have to be followed.
2. On the basis of the MC decision the Subsidy of maximum [amount] EUR is awarded by the MA to the LP organization of the project from the ERDF Funds.

3. Approved total budget (EUR)

Staff costs	EUR
Office and administrative expenditure	EUR
Travel and accommodation costs	EUR
External expertise and services costs	EUR
Equipment expenditure	EUR
Infrastructure and works	EUR
TOTAL COSTS	EUR
REVENUE	EUR
TOTAL ELIGIBLE COSTS	EUR

4. Approved financial sources and ERDF contribution (EUR)

Approved ERDF contribution (maximum amount)	EUR
National Public contribution (maximum amount)	EUR
National Private contribution (maximum amount)	EUR
FUNDING OF ELIGIBLE COSTS	EUR
Revenue	EUR
TOTAL NET FUNDING	EUR

5. The project financing is the sum of the total amount of co-financing coming from the partners in the participating Member States and the total amount awarded from funds of the Interreg V-A SI-HU Programme. All contributions are considered maximum provisional amounts.

6. The disbursement of ERDF Subsidy is conducted in accordance of the Project Partner ERDF Subsidy rate as approved in the Application Form (hereinafter referred to as the AF).
7. Underspending
 - a) Underspending in general will lead to proportional reduction of the Interreg V-A SI-HU Programme funding. The final amount of the ERDF will be paid on the basis of the reported total eligible expenditure only.
 - b) Considerable underspending of project funds will lead to cutting the project budget and ERDF funding respectively.
 - c) The assessment of project spending will be based on the Project Progress Report from the 2nd reporting period onwards. The project is allowed to underspend up to 15% of its budget foreseen for previous periods. Underspending beyond the set limits is only acceptable in cases where individual costs have been delayed due to reasons beyond the control of the partner(s).
 - d) If the project has underspent more than the allowed amount, the amount exceeding the set limit might be deducted from the project budget and ERDF funding.
8. Disbursement of the Subsidy will be made subject to the condition that the national First Level Control process (Article 125(4) of Regulation (EU) No 1303/2013) as well as the validation by the MA have been carried out adequately.
9. If the European Commission (hereinafter referred to as the EC), fails to make funds available to the Interreg V-A SI-HU Programme for whatever reason, the MA is entitled to withhold payments for as long as is needed or, as an ultimate tool, to terminate this contract.
10. In case of serious failure to achieve the targets relating to output indicators, financial corrections may apply at the level of the operation.
11. If the LP or the Project Partners (hereinafter referred to as the PP), fails to meet the requirements of the co-financing as set out in this Contract based on the approved Application Form, the MA is either entitled to terminate this Contract or reduce the amount of Subsidy proportionately to the reduced national co-financing depending on the case. LP may use the complaint procedure against such MA action. After complain procedure has been used, any claim by the LP against the MA for whatever reason is excluded after the parties concerned have exchanged information on the matter and no mutual consent has been found within reasonable time.

Article 3

Object of use, eligibility of costs and project changes

1. The Subsidy is awarded exclusively for the implementation of the project as it is described in the Application Form.
2. The LP and PP shall implement the project with the requisite care, efficiency, transparency and diligence, in line with best practice in the field concerned and in compliance with this contract.

For this purpose the LP and PP shall mobilize all the financial, human and material resources required for full implementation of the project as specified in the Application Form.

3. Costs which qualify for a Subsidy pursuant to Article 2 Award of the Subsidy, exclusively consist only of eligible costs as verified by the national First Level Control (hereinafter referred to as the FLC) and validated by the MA according to the budget structure of the approved Application Form. The eligibility of costs for ERDF is regulated by the compliance of the expenditure with the legal provisions of Article 1 Legal framework, Article 6 Information and Communication and of the Implementation Manual for Beneficiaries Partner Progress reports must be validated by the FLC and then submitted to the JS in compliance with the procedure set out in the Implementation Manual for Beneficiaries.
4. The costs for the implementation of a project are eligible from its start date until its end date as defined in this Contract. In addition to the project duration, project preparation costs might be covered and expenditure incurred in the last reporting period shall be paid within 30 days from the end date of the project according to Rules on the eligibility of Expenditures of the Programme.
5. The LP is entitled to apply for changes to the budget or content during project implementation. As a general rule, changes could be done not more than 2 times during the project duration. Changes require an official Change Request to the JS in accordance with the procedure set in the Implementation Manual for Beneficiaries. The changed budget and/or content will enter into force only after decision by the MA or MC. This may require also a modification of the ERDF Subsidy Contract. The LP is obliged to clearly state the nature of changes and the arguments behind each modification whether budget/financing or content related in the Change Request submitted to the JS.

Article 4 Request for payments

1. The LP may only request payments by providing proof of progress of the project as described in the approved Application Form. All reports are filled in in the e-Monitoring System (hereinafter referred to as the eMS) where also all checks are made. Instructions are laid down in the reporting forms and in the Implementation Manual for Beneficiaries. The LP ensures that the co-financing rate of each project partner has been taken into account in the reporting procedure allowing correct allocation of ERDF financing to each PP.
2. The Partner Progress Reports have to be submitted to the First Level Control 30 calendar days after the end of the reporting period.
3. The project will be implemented by the following Project Partners and for each of them by each Member State First Level Control is designated to verify the legality and regularity of the expenditure declared by the LP and each Project Partner participating in the project:

Project Partner	Name of the Project Partner	Designated First Level Control
Lead partner	<Institution >	<Institution >
Partner 1	<Institution >	<Institution >
Partner 2	<Institution >	<Institution >
Partner 3	<Institution >	<Institution >

4. The Project Progress Reports have to be submitted to the JS 5 months after the end of the reporting period. In case an individual report is delayed by more than 6 months, the MA may decide not to approve the costs included in that report.
5. In case the JS has questions on the reports, projects will be given time to answer those questions. If no reply is received within the deadline, the JS will proceed with the information that is available. Where the JS does not have enough information to support the eligibility of the cost, it will be deemed ineligible.
6. Based on the fact that payments by the EC to the MA will only be made in accordance with the corresponding budget commitments, Article 136 of Regulation (EU) No 1303/2013, the LP must request payments in accordance with approved Application Form. Payments not requested in time, in full or non-compliant with the procedure set in the Implementation Manual for Beneficiaries may be lost if the Interreg V-A SI-HU programme experiences a de-commitment. The consideration whether payments are reduced due to the de-commitment process will be done at the end of each year of the approved project duration time. Any unjustified delay in reporting or in the clarification process of the Project Progress Report, either by LP or by PPs, can imply a reduction or ending of the Subsidy payments. A failure to comply with the requirements set for the proper audit trail may also lead to reduction or ending of the payments.
7. Any revenue as stated in the Implementation Manual for Beneficiaries should have been included in the Application Form. All net revenue generated during project implementation shall be reported in the Progress Report as described in the Implementation Manual for Beneficiaries. The LP of a project is obliged to inform the JS of any revenue generated within three (3) years after the project end date. ERDF subsidies unduly paid will be recovered.
8. Once the Project Progress Report has been received by the JS, the admissibility check, content and financial assessment of the Project Progress Report by the JS and validation by the MA have completed successfully, the CA will transfer the eligible ERDF subsidy to the LP latest within 90 calendar days, if funds are available. The funds will be disbursed in EUR only and transferred to an account indicated by the LP or in exceptional cases to the PPs. Any exchange rate risk will be borne solely by the LP.
9. The MA is entitled to withhold any ERDF payment until all unclear issues related to the implementation, management and reporting are clarified and is also entitled to deduct any ineligible cost found during the validation process and as a result proportionately reduce the ERDF co-financing on project.
10. The LP/PPs are committed to the eligible own national financing as indicated in the Application Form and are obliged to ensure the proper accumulation of eligible own national financing during the project implementation and inform the JS immediately in case the accumulation for whatever reason is not possible and follow the JS instructions given on a case like this.

Article 5
Obligations and liability of the Lead Partner

1. The LP solely bears the overall financial and legal responsibility for the project and for the PPs.

2. The LP guarantees that the project is implemented and managed in accordance of the valid regulations as well as the horizontal policies of the European Union, the Implementation Manual for Beneficiaries and valid national legislation.
3. The LP guarantees that it is entitled to represent the PPs participating in the project bearing the sole responsibility of delivering as well as receiving all the information relevant for the project management between LP and PPs and that it has/will establish with the PPs the division of the mutual responsibilities in the form of Partnership Agreement. The MA is not a party in the Partnership Agreement or in the disputes that may arise between the contracting parties or towards third parties.
4. The LP is directly responsible for forwarding all relevant information and guidance given by the MA and JS to the PPs.
5. The LP furthermore guarantees that all the mandatory permits required by EU or national legislation needed for the implementation of the project have been obtained in due time and that any precondition set by the respective MC has been met in accordance of the decision made.
6. The LP guarantees furthermore that the whole partnership has complied with all requirements under the legal framework applicable.
7. The LP is liable towards the MA for:
 - a) ensuring that all its PPs have a legal status which is in line with the definition in Interreg V-A SI-HU Programme and in the Implementation Manual for Beneficiaries as it is in force on the date when this contract is signed;
 - b) ensuring that all expenditure reported in the progress report has been validated according to the procedures set in the Implementation Manual for Beneficiaries;
 - c) ensuring that the PPs fulfil their obligations under this contract and with respect of the requirements set by the Article 1 Legal framework;
 - d) non-compliance of obligations under this contract by itself and by its PPs;
 - e) maintaining and updating the list of bodies holding documentation in the audit trail;
 - f) ensuring that State Aid/De Minimis rules are applied as instructed in the Implementation Manual for Beneficiaries and that any organisation receiving ERDF and national public subsidies under the Interreg V-A SI-HU Programme complies with the State Aid/De Minimis conditions (if this is not the case, the MA is entitled to recover the ERDF sums unduly paid);
 - g) ensuring that adequate resources and time are reserved for the closure measures prior to the actual closure date indicated in the approved Application Form and in the preamble.
8. If the MA demands repayment of Subsidy funds in accordance with this Contract, the LP is liable to the MA for the total amount of the Subsidy. The LP is obliged to transfer the repayment of any ineligible amounts to the CA. The repayment amount is due within 90 calendar days following the date of the letter by which the CA served the repayment claim based on the information received from the MA.
9. The MA cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the LP or the PPs during the project implementation. The MA therefore cannot accept any claim for compensation or increases in payment in connection with such damage or injury.
10. The LP and PPs shall assume liability to third parties including liability for damage or injury on any kind sustained by them while the project is being carried out. The LP and PPs shall

discharge the MA of all liability associated with any claim or action brought as a result of a non-compliance of rules or regulations by the LP or PPs as result of violation of a third party's rights.

11. In addition to the obligations of the LP as already stated, the LP undertakes:
- a) to ensure that a separate cost centre is opened for the project in the accounting centres of each LP/PP and to ensure that any received subsidy can be clearly identified and repaid if necessary due to irregularities;
 - b) to harmonise the Partnership Agreement with all partners immediately after the signature of this contract, if needed;
 - c) to ensure within the partnership that all the costs of each LP/PP are paid out by the respective partner and from the respective partner's own cost centre;
 - d) to inform MA immediately in case for the project expenditure in whole or in part any other additional EU/public funding (except for the funding indicated in the Application Form) during the whole duration of the project were received.;
 - e) to provide the MA or JS with any information requested without any delay;
 - f) to inform JS without any delay about any envisaged changes of the Partnership Agreement;
 - g) to take all necessary precautions to avoid conflict of interests (incl. PP) and shall inform JS without any delay with the situation constituting or likely to lead to any such conflict. There is a conflict of interests where the impartial and objective exercise of the functions of any person under this Contract is compromised for reasons involving family, emotional life, political or national affinity, and economic interest of any other shared interest with another person.

Article 6

Information and Communication

1. All information and communication measures provided by the beneficiaries, including conferences or seminars, must acknowledge that the project has received a Subsidy from the Interreg V-A SI-HU Programme funds, in compliance with the requirements set in the Implementation Manual for Beneficiaries and in compliance with the requirements set by the legal framework in Article 1 and in particular the Regulation (EU) No 1303/2013 Annex XII. In any public material used to promote or disseminate the project activities whether printed or electronically available, the use of the programme logo is mandatory.
2. The MA or JS shall be authorized to publish, in whatever form and on or by whatever medium, including the internet, the following information:
 - a) the name of the LP and its partners, the project name and its summary, the project start and end date,
 - b) the amount granted (the total eligible expenditure allocated to the project and the ERDF co-financing rate) and the proportion of the total cost of the project accounted for by the funding,
 - c) the results and outputs of the operation
 - d) the geographical location of the project.
3. The LP is, in the frame of all activities and measures, obliged to inform the public about the support obtained and to ensure that at least basic information about the project (aims, partners, amount of funding and its source, description of activities) is available on the internet (beneficiary's website, if existing) during project implementation. Once the project has ended this information must include the main results and outputs available for dissemination.

4. In the case of non-compliance with the rules relating to the information and communication, financial corrections may apply.

Article 7 **Durability and ownership of results**

1. In accordance with Regulation (EU) No 1303/2013 Article 71 the LP shall ensure that PPs (including LP) in infrastructure of productive investment projects shall repay the ERDF contribution if within five (5) years of the final payment to the beneficiary or within the period of time set out in State aid rules, where applicable, it is subject to any of the following:
 - a) a cessation or relocation of a productive activity outside the programme area;
 - b) a change in ownership of an item of infrastructure which gives to a firm or a public body an undue advantage;
 - c) a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives.
2. Projects without investments in infrastructure or productive investments shall repay the ERDF contribution if they are subject to an obligation for maintenance of investment under the applicable State aid rules and they undergo a cessation or relocation of a productive activity within the period laid down in those rules.
3. The LP is obliged to notify the MA of any such changes described beforehand for the MA to be able to determine which of the above-mentioned applies and the sums to be recovered.
4. The LP ensures that the arrangements in ownerships, titles and industrial and intellectual property rights on the outputs of the projects are in accordance of this article.
5. The LP ensures via Partnership Agreement that results and outcomes of the project are joint property of all project partners. Consequently, the LP safeguards that each Project Partner shall grant a simple, non-exclusive right of use of any produced work to all other Project Partners. The LP also ensures that while granting these rights to project partners the specific national rules and instructions relevant for the ownership rights of the project outcomes and results are taken into account when necessary.
6. The LP ensures that the results of the project including studies or analysis produced during the implementation shall be made available to the public in order to guarantee a widespread publicity of the project's outcomes in accordance of the approved Application Form and Partnership Agreement.
7. The LP ensures via Partnership Agreement that the ownership principles of purchased office equipment (as stated in the Implementation Manual for Beneficiaries) of LP and each PP after project closure have been taken into account and that the remaining value of the purchased equipment subject to measures after the closure is in accordance with the conducted depreciation taking into account the relevant national specifications.

Article 8 **Generation of revenues**

1. Projects must report net revenue to the Interreg V-A SI-HU Programme. Rules set by the EU Structural and Investment Fund regulations and the Implementation Manual for Beneficiaries are applied.

2. For all projects regardless of the size of the total budget, the net revenue received from the project activities will proportionally reduce the ERDF co-financing. The net revenue shall be included in the Application Form and/or reported in Partner Progress Reports. The obligation to report net revenue does not end once the project has ended.

Article 9

Right of termination

1. In addition to the right of termination laid down in Article 2 the MA is entitled depending on the case, totally or partially to terminate this Contract by a registered letter and, where relevant, to demand total or partial repayment of funds, if:
 - a) the LP has obtained the Subsidy through false or incomplete statements; or
 - b) the project has not been or cannot be implemented, or it has not been or cannot be implemented in due time; or
 - c) a change has occurred in the project that has put at risk the achievement of the results planned in the Application Form; or
 - d) the project outputs and results are severely out of line with those approved in the Application Form;
 - e) the LP has failed to submit required reports or proofs, or to supply necessary information, provided that the LP has received a written reminder setting an adequate deadline and explicitly specifying the legal consequences of a failure to comply with requirements, and has failed to comply with this deadline; or
 - f) the LP has failed to immediately report events delaying or preventing the implementation of the project funded, or any circumstances leading to its modification; or
 - g) project reporting does not follow the set schedules, making it impossible to determine that the project is being implemented according to plan and it will achieve the set objectives, results or outputs; or
 - h) the LP has impeded or obstructed controls and audits; or
 - i) the LP is not fulfilling its LP obligations, including communication with the MA and JS; or
 - j) the Subsidy awarded has been partially or entirely misapplied for purposes other than those agreed upon; or
 - k) insolvency proceedings are instituted against the assets of the LP or insolvency proceedings are dismissed due to lack of assets for cost recovery, provided that this appears to prevent or risk the implementation of the programme objectives, or the LP closes down; or
 - l) subject to the provisions of Article 12 Assignment, legal succession, the LP wholly or partly sells, leases or lets the project to a third party; or
 - m) it has become impossible to verify that the final report is correct and thus the eligibility of the project; or
 - n) the LP has failed to fulfil any other conditions or requirements for assistance stipulated in this contract, notably if these conditions or requirements are meant to guarantee the successful implementation of the programme objectives.
2. If the MA exercises its right of termination and decides to terminate funds, the LP is obliged to transfer the repayment amount to the CA. The repayment amount is due within 90 calendar days following the date of the letter by which the CA asserts the repayment claim based on the information received from the MA; the due date will be stated explicitly in the order for recovery.
3. If the MA exercises its right of termination, offsetting by the LP is excluded unless its claim is undisputed or recognized by declaratory judgment.

4. If any of the circumstances indicated this article occur before the full amount of Subsidy has been paid to the LP, payments may be discontinued and there shall be no claims to payment of the remaining amount.
5. Any further legal claims shall remain unaffected by the above provisions.

Article 10
Archiving of project documents

1. The LP/PPs are at all times obliged to retain for audit purposes all official files, documents and data about the project in their original form in a safe and orderly manner until 2 years from 31st of December following the submission of the accounts by the Certifying Authority to the European Commission in which the expenditure of the operation is included. Longer statutory retention periods stated by national law and State aid regulation remain unaffected. The LP/PPs are obliged to store the invoices and to keep them clearly traceable in the bookkeeping for the FLC and audit purposes and maintain records of invoices and bodies holding documentation in the audit trail in accordance with Article 140 of Regulation (EU) No 1303/2013 and as defined in the Implementation Manual for Beneficiaries. The maintained and updated records/lists are made available to the MA or JS.

Article 11
Controls and audits

1. All the costs in each Project Progress Report submitted by the LP to the JS must be validated by the national FLC in compliance with the requirements set by the legal framework in Article 1.
2. The AA of the Interreg V-A SI-HU Programme, the responsible auditing bodies of the EU and, within their responsibility, the auditing bodies of the participating EU Member States as represented in the Group of Auditors or other national public auditing bodies are entitled to audit the proper use of funds by the LP or by the PPs or arrange for such an audit to be carried out by authorized persons.
3. The LP as well as PPs will produce all documents required for the above controls and audit, provide necessary information and give access to its business premises.
4. The MA has a right to withhold the payments to the LP until all the required information and documentation have been delivered.
5. In case the AA issues statements on the national control systems and defining problems of systemic character the MA has a right to withhold the payments to the LP until this case has been solved.

Article 12
Assignment, legal succession

1. The MA is entitled at any time to transfer its rights and duties under this contract. In case of assignment the MA will inform the LP without delay.
2. The LP is allowed to transfer its duties and rights under this contract only after prior written consent of the MA and the respective MC.

3. In cases of legal succession, e.g. where the LP or a PP changes its legal form, the LP or PP is obliged to transfer all duties under this contract to the legal successor. The LP shall notify the MA about any change beforehand in written.

Article 13
Concluding provisions

1. This contract shall take effect on the date it is signed by both parties covering the approved duration time of the project and shall expire only after the retention date for audit purposes as defined in Article 10 of this Contract. The specific requirements set by Article 1 Legal framework concerning e.g. archiving, ownership rights, generation of revenues, audit trail, audit and publicity measures, irregularities are valid for the LP and PPs beyond the expiration date of the Subsidy Contract.
2. The programme uses the electronic e-Monitoring System for reporting, applying for project changes and other procedures related to the implementation of the project. Each user is responsible for keeping safe the user name and password and is responsible for all activities done with the user name.
3. All correspondence with the MA and JS under this Contract must be in writing, sent through the e-Monitoring system and in bilingual Slovenian and Hungarian language. Only in exceptional cases, English language is allowed.
4. Contact person responsible for the execution of this Contract for the JS on behalf of the MA is Name of the JS member.
5. All programme related relevant information for the LP and PPs is available on the programme's website www.si-hu.eu in English, Hungarian or Slovene language.
6. If any provision in this contract should be wholly or partly ineffective, the parties to the contract will replace ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision. This procedure is conducted in written form by the parties concerned. In case of differences that are not ruled by this contract the parties concerned will agree on aiming to find a mutual consent on the issue.
7. Amendments and supplements to this contract and any waiver of the requirement of the written form must be in written form and will be made through the e-Monitoring System.
8. All decisions made by the MA or JS can be appealed against according to specific Complaint procedures in place by MA and JS.
9. This Contract is governed by the laws of the Republic of Slovenia. The place of jurisdiction is District court in Ljubljana, Republic of Slovenia.

Signatures:

Place and date:

Place and date:

.....

Signature

Head of MA

.....

Signature

Government Office for Development and
European Cohesion Policy,
Kotnikova 5,
SI – 1000 Ljubljana,
Slovenia

[Name]
[Title]
[Name of organisation]
Stamp of the organisation (if applicable)