

Bfupi: 777-30/2020.
lí: Papp Ágnes



Megelőlekezési szerződés

Program:

Interreg V-A Magyarország-Horvátország Együttműködési Program

Projekt rövid címe/száma:

Eco Bridge/HUHR/1901/2.2.1/0117

Kedvezményezett neve:

Balaton-felvidéki Nemzeti Park Igazgatóság

Megelőlekezési szerződés száma:

M/HUHR/1901/2.2.1/0117/B4

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Megelőlekezési szerződés

amely létrejött egyrészről a **Széchenyi Programiroda Tanácsadó és Szolgáltató Nonprofit Korlátolt Felelősségű Társaság**

székhely: 1053 Budapest, Szép utca 2. IV. emelet

cégjegyzékszám: 01-09-916308

adószám: 18080313-2-41

képviseli: Gordos Márta főosztályvezető és Gelegonyáné Nagy Anita főosztályvezető-helyettes együttesen,

mint az Európai Regionális Fejlesztési Alap és az Előcsatlakozási Támogatási Eszköz egyes, határon átnyúló együttműködési programjainak végrehajtásáról szóló 126/2016. (VI. 7.) Korm. rendelet 9. § (1) bekezdése szerint a Nemzeti Hatóság megbízásából megelőlekezési szerződést megkötő hitelesítési tevékenységre kijelölt szervezet (a továbbiakban: **hitelesítési tevékenységre kijelölt szervezet**)

másrészről a **Balaton-felvidéki Nemzeti Park Igazgatóság**

székhely: 8229 Csopak, Kossuth Lajos utca 16.

levelezési cím: 8229 Csopak, Pf.23

bírósági nyilvántartásba vételi szám, illetve az adott szervezetre hatályos nyilvántartásban viselt azonosítószám (önkormányzatoknál a Magyar Államkincstár nyilvántartása által kiadott törzsszám): 325774

adószám: 15325770-2-19

képviseli: Puskás Zoltán igazgató, Veszelszki Márta gazdasági igazgatóhelyettes

mint hazai Kedvezményezett (a továbbiakban: **Kedvezményezett**),

(a továbbiakban együttesen: **Felek**) között alulírott helyen és napon az alábbi feltételekkel:

1. A projektrész főbb adatai

Program:	Interreg V-A Magyarország-Horvátország Együttműködési Program
Pályázati felhívás száma:	1901
Projekt száma:	HUHR/1901/2.2.1/0117
Projekt rövid címe:	Eco Bridge
Forint devizanemű, elkülönített számlaszám: (melyre a megelőlekezés utalása történik)	HU96 1004 8005 0171 1954 3000 5132

2. Jogi háttér

2.1. Jelen megelőlekezési szerződés (a továbbiakban: **Szerződés**) esetében a Szerződésben nem szabályozott kérdésekben a magyar jog és az Európai Unió joga az irányadó, különösen az alábbiakban felsorolt jogszabályok, illetve egyéb kapcsolódó dokumentumok alkalmazandók.

2.2. Uniós jogszabályok és egyéb kapcsolódó dokumentumok:

- a) Az Európai Parlament és a Tanács 1301/2013/EU rendelete (2013. december 17.) az Európai Regionális Fejlesztési Alapról és a „Beruházás a növekedésbe és munkahelyteremtésbe” célkitűzésről szóló egyedi rendelkezésekről, valamint az 1080/2006/EK rendelet hatályon kívül helyezéséről;
- b) Az Európai Parlament és a Tanács 1303/2013 EU rendelete (2013. december 17.) az Európai Regionális Fejlesztési Alapra, az Európai Szociális Alapra, a Kohéziós Alapra, az Európai Mezőgazdasági Vidékfejlesztési Alapra és az Európai Tengerügyi és Halászati Alapra vonatkozó közös rendelkezések megállapításáról, az Európai Regionális Fejlesztési Alapra, az Európai Szociális Alapra, a Kohéziós Alapra, az Európai Mezőgazdasági Vidékfejlesztési Alapra és az európai Tengerügyi és Halászati Alapra vonatkozó általános rendelkezések megállapításáról és az 1083/2006/EK tanácsi rendelet hatályon kívül helyezéséről;
- c) A Bizottság 480/2014/EU felhatalmazáson alapuló rendelete (2014. március 3.) az Európai Regionális Fejlesztési Alapra, az Európai Szociális Alapra, a Kohéziós Alapra, az Európai Mezőgazdasági Vidékfejlesztési Alapra és az Európai Tengerügyi és Halászati Alapra vonatkozó közös rendelkezések megállapításáról, az Európai Regionális Fejlesztési Alapra, az Európai Szociális Alapra és a Kohéziós Alapra és az Európai Tengerügyi és Halászati Alapra vonatkozó általános rendelkezések megállapításáról szóló 1303/2013/EU európai parlamenti és tanácsi rendelet kiegészítéséről;
- d) A Bizottság 288/2014/ EU végrehajtási rendelete (2014. február 25.) az Európai Regionális Fejlesztési Alapra, az Európai Szociális Alapra, a Kohéziós Alapra, az Európai Mezőgazdasági Vidékfejlesztési Alapra és az Európai Tengerügyi és Halászati Alapra vonatkozó közös rendelkezések megállapításáról, az Európai Regionális Fejlesztési Alapra, az Európai Szociális Alapra és a Kohéziós Alapra és az Európai Tengerügyi és Halászati Alapra vonatkozó általános rendelkezések megállapításáról szóló 1303/2013/EU európai parlamenti és tanácsi rendelet szerinti, a „Beruházás a növekedésbe és munkahelyteremtésbe” célkitűzés operatív programjaira vonatkozó modell tekintetében alkalmazandó szabályokról és az Európai Regionális Fejlesztési Alap által az európai területi együttműködési célkitűzésnek nyújtott támogatásra vonatkozó egyedi rendelkezésekről szóló 1299/2013/EU európai parlamenti és tanácsi rendelet szerinti, az európai területi együttműködési célkitűzés együttműködési programjaira vonatkozó modell tekintetében alkalmazandó szabályokról;
- e) Az Európai Parlament és a Tanács 2014/24 irányelve (2014. február 26.) a közbeszerzésről és 2004/18 EK irányelv hatályon kívül helyezéséről;
- f) A Bizottság határozata (2013.12.19.) az Unió által megosztott irányítás keretében finanszírozott kiadásokra vonatkozóan a közbeszerzési szabályok megsértése esetén a Bizottság által végrehajtandó pénzügyi korrekciók megállapításáról szóló iránymutatás meghatározásáról és jóváhagyásáról (C(2013) 9527 final);
- g) A Bizottság 651/2014/EU rendelete (2014. június 17.) a Szerződés 107. és 108. cikke alkalmazásában bizonyos támogatási kategóriáknak a belső piaccal összeegyeztethetővé nyilvánításáról (általános csoportmentességi rendelet);
- h) A Bizottság 1407/2013/EU rendelete (2013. december 18.) az Európai Unió működéséről szóló szerződés 107. és 108. cikkének a csekély összegű támogatásokra való alkalmazásáról (a továbbiakban: **1407/2013/EU bizottsági rendelet**);
- i) A Bizottság 2012/21/EU határozata (2011. december 20.) az Európai Unió működéséről szóló szerződés 106. cikke (2) bekezdésének az általános gazdasági érdekű szolgáltatások nyújtásával megbízott egyes vállalkozások javára közszolgáltatás ellentételezése formájában nyújtott állami támogatásra való alkalmazásáról.
- j) Az Európai Parlament és a Tanács (EU) 2016/679 RENDELETE (2016. április 27.) a természetes személyeknek a személyes adatok kezelése tekintetében történő védelméről és az ilyen adatok szabad áramlásáról, valamint a 95/46/EK rendelet hatályon kívül helyezéséről (általános adatvédelmi rendelet).

2.3. Nemzeti jogszabályok:

- a) A Polgári Törvénykönyvről szóló 2013. évi V. törvény;
- b) Az államháztartásról szóló 2011. évi CXCV. törvény (a továbbiakban: **Áht.**);
- c) Az általános forgalmi adóról szóló 2007. évi CXXVII. törvény;
- d) A közbeszerzésekről szóló 2015. évi CXLI. törvény;
- e) Az államháztartásról szóló törvény végrehajtásáról szóló 368/2011. (XII. 31.) Korm. rendelet (a

- továbbiakban: **Ávr.**);
- f) Az Európai Regionális Fejlesztési Alap és az Előcsatlakozási Támogatási Eszköz egyes, határon átnyúló együttműködési programjainak végrehajtásáról szóló 126/2016. (VI. 7.) Korm. rendelet (a továbbiakban: **Vhr.**);
 - g) A 2014-2020 programozási időszakban az Európai Regionális Fejlesztési Alap, az Előcsatlakozási Támogatási Eszköz és az Európai Szomszédsági Támogatási Eszköz pénzügyi alapok egyes, határon átnyúló együttműködési programjainak végrehajtási intézményrendszeréről szóló 238/2015. (IX. 4.) Korm. rendelet;
 - h) A 2014-2020 programozási időszakra az Európai Területi Együttműködési Programokból rendelt források felhasználására vonatkozó uniós versenyjogi értelemben vett állami támogatási szabályokról szóló 44/2016. (III. 10.) Korm. rendelet.

3. A megelőlegezés nyújtásának előzményei

- 3.1. A Kedvezményezett 2020.11.06. napján megelőlegezés iránti kérelmet nyújtott be a 238/2015. (IX.4.) Korm. rendelet 2. § e) pontja szerinti Nemzeti Hatósághoz (a továbbiakban: Nemzeti Hatóság) a jelen szerződés 1. pontjában rögzített projekt vonatkozásban. A Nemzeti Hatóság a Kedvezményezett megelőlegezés iránti kérelmét befogadta és 2020.11.25. napján döntött arról, hogy részére megelőlegezést nyújt.
- 3.2. A Kedvezményezett jelen Szerződés aláírásával kijelenti, hogy a jelen Szerződés 1. pontjában rögzített projekt végrehajtásában résztvevő magyar kedvezményezett.
- 3.3. A jelen Szerződést aláíró felek rögzítik, hogy Szerződés 1. pontjában rögzített projekt uniós támogatási szerződése 2020.09.08. napján megkötésre került. Ennek alátámasztásaként a Kedvezményezett a megkötött uniós támogatási szerződés (a továbbiakban: **Főszerződés**) egy másolati példányát jelen Szerződés 1. mellékleteként, míg a megkötött Partnerségi Megállapodás egy másolati példányát jelen Szerződés 2. mellékleteként csatolja.

4. A Szerződés tárgya

- 4.1. Jelen Szerződés tárgya az 1. pontban rögzített, uniós finanszírozásban részesülő projekt, Kedvezményezett által megvalósítandó részére (a továbbiakban: projektrész) megítélt uniós hozzájárulás maximum 100,00%-ának központi költségvetési forrásból, visszatérítendő támogatás formájában történő megelőlegezése az alábbiak szerint:

	Forrás	Összeg	%
1.	Uniós támogatás euróban (Főszerződés szerint)	160 310,00	100,00
		Azaz: egyszázhatvanezer-háromszáztíz euró	
2.	Megelőlegezés összege euróban (max. 1. pont szerinti összeg a Vhr.8. § (3) bekezdése alapján)	160 310,00	100,00
		Azaz: egyszázhatvanezer-háromszáztíz euró	
	Árfolyam (a Vhr. 9. § (4) bekezdése alapján)	320,00	
3.	Megelőlegezés összege forintban (max. 2. pont szerinti összeg forintban)	51 299 200	
		Azaz: ötvenegymillió- kettőszázkilencvenkilencezer-kettőszáz forint	

5. A megelőlegezés összegének kifizetése

- 5.1. A megelőlegezés egy összegben, 51 299 200 forintban, azaz ötvenegymillió-kettőszázkilencvenkilencezer-kettőszáz forintban kerül kifizetésre a Kedvezményezett részére, az általa az 1. pontban megjelölt forint devizanemű, elkülönített fizetési számlájára történő átutalással, jelen Szerződés megkötésétől számított 21 napon belül. A kifizetések teljesítése a Magyar Államkincstár év végi zárásakor, az előirányzatok év eleji nyitásakor, illetve a központi költségvetési források hiánya esetén a 21 napot meghaladhatja.
- 5.2. A megelőlegezés kifizetésének feltétele, hogy a Kedvezményezettnek nem áll fenn támogatáshalmazódása, nem áll végelszámolás, valamint jogerős végzéssel elrendelt, felszámolás vagy csődeljárás alatt, továbbá egyéb megszüntetésre irányuló, jogszabályban meghatározott eljárás vele szemben nincs folyamatban, illetve a Kedvezményezettnek nincs köztartozása. Amennyiben az e pontban részletezett esetek bármelyike fennáll, úgy az utalást meg kell tagadni, és az addig nem teljesíthető, amíg a Kedvezményezett hiánytalanul nem igazolta a hitelesítési tevékenységre kijelölt szervezet részére, hogy vele szemben ezek a körülmények a továbbiakban már nem állnak fenn.
- 5.3. Amennyiben a projekt megvalósítása során olyan tevékenységek kerülnek jóváhagyásra, amelyek támogatása állami támogatásnak minősül, a jelen Szerződés alapján nyújtott megelőlegezés e tevékenységekre meghatározott része csekély összegű támogatásnak minősül, amelyet kizárólag az 1407/2013/EU bizottsági rendelet szabályai alapján lehet nyújtani.
- a) Az 1407/2013/EU bizottsági rendelet 2. cikk (2) bekezdése szerinti, egy és ugyanazon vállalkozás részére a folyó pénzügyi évben, valamint az azt megelőző két pénzügyi év során az 1407/2013/EU bizottsági rendelet alapján odaítélt csekély összegű támogatások bruttó

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támogatástartalma tagállamonként nem haladhatja meg a 200.000 eurónak, közúti kereskedelmi áru fuvarozást ellenszolgáltatás fejében végző vállalkozások esetében a 100.000 eurónak megfelelő forintösszeget, figyelembe véve az 1407/2013/EU bizottsági rendelet 3. cikkének (8) és (9) bekezdését is. [Az átváltásnál az európai uniós versenyjogi értelemben vett állami támogatásokkal kapcsolatos eljárásról és a regionális támogatási térképről szóló 37/2011. (III. 22.) Korm. rendelet 35. §-a alapján kell eljárni.]

- b) Az 1407/2013/EU bizottsági rendelet alapján nyújtott csekély összegű támogatás az Európai Unió működéséről szóló szerződés 107. és 108. cikkének az általános gazdasági érdekű szolgáltatást nyújtó vállalkozások számára nyújtott csekély összegű támogatásokra való alkalmazásáról szóló, 2012. április 25-i 360/2012/EU bizottsági rendeletnek (HL L 114., 2012.4.26., 8. o.) megfelelően nyújtott csekély összegű támogatással a 360/2012/EU bizottsági rendeletben meghatározott felső határig halmozható. Az 1407/2013/EU bizottsági rendelet szerinti csekély összegű támogatás más csekély összegű támogatásokról szóló rendeleteknek megfelelően nyújtott csekély összegű támogatással az 1407/2013/EU bizottsági rendelet 3. cikkének (2) bekezdésében meghatározott felső határig halmozható.
- c) A csekély összegű támogatás nem halmozható azonos támogatható költségek vonatkozásában vagy azonos kockázatfinanszírozási célú intézkedés vonatkozásában nyújtott állami támogatással, ha a támogatások halmozása túllépi bármely csoportmentességi rendeletben vagy a Bizottság által elfogadott határozatban az egyes esetek meghatározott körülményeire vonatkozóan rögzített maximális intenzitást vagy összeget.
- d) A támogatottnak az 1407/2013/EU bizottsági rendelet 5. cikkének (1) bekezdése figyelembevételével – az ott meghatározott feltételek teljesítésének megállapítására alkalmas módon – nyilatkoznia kell a részére a támogatás odaítélésének évében és az azt megelőző két pénzügyi évben nyújtott csekély összegű támogatások támogatástartalmáról.
- e) A támogatott kijelenti, hogy – az 1407/2013/EU bizottsági rendelet 1. cikke (2) bekezdésének kivételével – a támogatást nem használja az 1407/2013/EU bizottsági rendelet 1. cikkének (1) bekezdésében meghatározott kivételek szerinti célokra, továbbá – az 1407/2013/EU bizottsági rendelet 3. cikk (2) bekezdésének megfelelően – közúti kereskedelmi áru fuvarozás ellenszolgáltatás fejében történő végzése céljából teherszállító jármű vásárlására.
- f) A Feleknek a megelőlegezéshez kapcsolódó iratokat az odaítélést követő 10 évig meg kell őrizniük, és a támogatást nyújtó ilyen irányú felhívása esetén a támogatott köteles azokat bemutatni. A csekély összegű támogatási jogcímen nyújtott támogatásokról az Európai Bizottság kérésére 20 munkanapon belül információt kell szolgáltatni.

6. A megelőlegezés felhasználása és visszafizetése

- 6.1. A Kedvezményezett saját felelősségére vállalja a projektrészben vállalt feladatainak végrehajtását.
- 6.2. A megelőlegezés kizárólag a projektrészben foglalt tevékenységek megvalósítására és csak annak elszámolható és támogatható költségeire vehető igénybe.
- 6.3. A Kedvezményezett köteles a projektrész előrehaladásáról és a megelőlegezés felhasználásáról a Társfinanszírozási támogatási szerződésben meghatározott időközönként a hitelesítési tevékenységre kijelölt szervezetnek beszámolni.
- 6.4. A Kedvezményezett tudomásul veszi, hogy a megelőlegezést a Vhr. 8. § (3) bekezdés a) pontja szerinti megelőlegezés esetén legkésőbb a projektrészre eső uniós támogatás 50%-át meghaladó uniós támogatás/, a Vhr. 8. § (3) b) pontja szerinti megelőlegezés esetén legkésőbb az uniós támogatási részlet kifizetésének a Kedvezményezett fizetési számláján történő jóváírását követő 30 napon belül, forintban - köteles visszautalni a 10032000-00287120-50000421 számú előirányzat felhasználási keretszámlára, a Szerződés számának feltüntetésével, SWIFT kód HUSTHUHB; (Számlavezető pénzügyintézet neve: Magyar Államkincstár, Számlavezető pénzügyintézet címe: H-1054 Budapest, Hold u. 4). A megelőlegezett összeg azon részét, amellyel szemben uniós támogatási összeg kifizetésére nem került sor, a Kedvezményezett köteles legkésőbb az utolsó uniós támogatási

részlet kifizetésének Kedvezményezett fizetési számláján történő jóváírását követő 30 napon belül visszautalni a fent megjelölt számlaszámra. A megelőlegezés visszafizetése forintban történik.

Amennyiben a megelőlegezés összege nem éri el a Vhr. 8. § (3) a) vagy a Vhr. 8. § (3) b) szerinti maximális mértéket, a Vhr. 9. § (6) és (6a) szerinti visszafizetések a projektrészre eső uniós támogatás megelőlegezéssel nem fedezett összegének elérését követően, az azt meghaladó kifizetésekre vonatkoznak.

A Kedvezményezett az uniós támogatásnak a fizetési számláján történő jóváírásáról a bankszámlakivonat másolatának megküldésével tájékoztatja a hitelesítési tevékenységre kijelölt szervezetet a jóváírást követő 15 napon belül.

- 6.5. A megelőlegezés visszafizetését követően a Kedvezményezett által visszafizetett forint tökeösszegnek meg kell egyeznie jelen Szerződés 4.1. pontjában szereplő táblázat 3. pontjában feltüntetett forintösszeggel. A Kedvezményezett köteles az 1. pontban megjelölt elkülönített fizetési számlán keletkezett esetleges kamatbevétel, valamint a számlavezetéssel kapcsolatos költségeket nyilvántartani. Ha ezek egyenlege az uniós támogatás záró kifizetésének időpontjában pozitív, akkor a Kedvezményezett köteles ezt az összeget a záró kifizetés visszautalásával egyidőben visszafizetni. A záró kifizetés visszautalásával egyidőben a Kedvezményezett köteles az egyenleg kimutatást a hitelesítési tevékenységre kijelölt szervezethez benyújtani.
- 6.6. A 4.1. pontban szereplő táblázat 3. pontjában feltüntetett forintösszeg visszafizetésének késedelme esetén - az államháztartás központi alrendszerébe tartozó költségvetési szerv kedvezményezett kivételével - a Kedvezményezett az Ávr. 98. § (2) bekezdése szerinti késedelmi kamatot köteles fizetni.
- 6.7. Szabálytalansággal érintett összegek visszafizetésére jelen Szerződés alapján kifizetett összeg nem használható. A szabálytalansággal érintett összegek visszafizetéséről a Kedvezményezett önerőből köteles gondoskodni.
- 6.8. A hitelesítési tevékenységre kijelölt szervezet jogosult a megelőlegezés - Áht. 53/A. § (2) bekezdése szerinti ügyleti kamattal növelt összegét - visszakövetelni, amennyiben Kedvezményezett az uniós forrásra nem nyújt be elszámolást a hitelesítési tevékenységre kijelölt szervezet a megelőlegezés kifizetésétől számított 12 hónapon belül.

7. További kötelezettségek

- 7.1. A Felek kölcsönösen kötelezettséget vállalnak arra, hogy a Szerződésben foglalt jogok gyakorlása és kötelezettségek teljesítése során a jóhiszeműség és tisztesség követelményeinek megfelelően, egymással együttműködve járnak el, és jelen Szerződésben meghatározott jogaikat, illetve kötelezettségeiket rendeltetésüknek megfelelően gyakorolják, illetve teljesítik.
- 7.2. A Kedvezményezett jelen Szerződés megkötésével nyilatkozik arról, hogy nem áll fenn harmadik személy irányában olyan kötelezettsége, amely a támogatással létrejött projekt céljának megvalósulását megghiúsítaná.
- 7.3. A Kedvezményezett felelősséggel tartozik jogi formájának a pályázati felhívás szerinti megfelelőségéért, a projektrész megvalósításával kapcsolatos működéséért, a jelen Szerződésben foglalt kötelezettségek betartásáért, valamint a megelőlegezés szabályszerű és szerződésszerű felhasználásáért.
- 7.4. A Kedvezményezett köteles a Szerződés 2. pontjában felsorolt szabályoknak és dokumentumoknak, továbbá az egyéb vonatkozó uniós és hazai jogszabályoknak, az együttműködési program, a pályázati útmutató valamint az egyéb program dokumentumok szabályainak, valamint különösen a közbeszerzésre, az állami támogatásokra, a tájékoztatásra és nyilvánosságra, az esélyegyenlőségre és a környezetvédelemre vonatkozó jogszabályoknak megfelelni.
- 7.5. A Kedvezményezett köteles az általa megvalósított projektrész összes költségére és a megelőlegezésre vonatkozóan tételes és az ellenőrzés céljára elkülönített nyilvántartást vezetni annak

érdekében, hogy a megelőlegezés felhasználása egyértelműen követhető és egyéb üzleti tranzakcióktól elkülöníthető legyen. A Kedvezményezett köteles elkülönített forringszámlát nyitni a megelőlegezés összegének fogadására.

8. A Szerződés módosítása

- 8.1. Jelen Szerződés, illetve annak mellékletei a Felek közös megegyezésével – kivéve a 8.2. pontban foglaltakat –, az Ávr. 95. §-ának megfelelően és írásban módosíthatók. A módosítás aláírásának feltételei megegyeznek jelen Szerződés aláírásának a feltételeivel. Jelen Szerződés csak olyan módon módosítható, hogy annak tartalma minden tekintetben összhangban legyen a Főszerződéssel.
- 8.2. Nem kell a jelen Szerződést módosítani az Ávr. 95. § (3) bekezdés a)-c) pontjában foglalt valamely kivétel fenn állása esetén. A Kedvezményezett az Ávr. 95. § (3) bekezdés a)-c) pontjában foglalt körülményről a tudomásszerzést követően haladéktalanul köteles a hitelesítési tevékenységre kijelölt szervezetet írásban tájékoztatni. **Amennyiben nem kerül sor a Szerződés módosítására, a változás a bejelentés hitelesítési tevékenységre kijelölt szervezet általi elfogadásával hatályosul.**
- 8.3. Jelen Szerződés tárgyát képező projekt részt érintő módosítás esetén a Kedvezményezett haladéktalanul, de legfeljebb a Főszerződés módosításának hatályba lépését követő 8 naptári napon belül köteles kezdeményezni jelen Szerződés módosítását. A módosítás kezdeményezéséhez külön kérelem beadása szükséges, melyet a Kedvezményezett minden esetben megfelelő indokolással ellátva köteles előterjeszteni a hitelesítési tevékenységre kijelölt szervezet részére. A Kedvezményezett az általa benyújtandó kérelemhez köteles mellékelni a szerződésmódosításhoz szükséges dokumentumokat.
- 8.4. A Kedvezményezett köteles haladéktalanul, de a változás bekövetkezésétől számított legfeljebb 8 naptári napon belül kezdeményezni a jelen Szerződés módosítását, amennyiben a jelen Szerződés 4.1. pontjában rögzített források összegében változás történt. A Kedvezményezett az általa benyújtandó kérelméhez köteles mellékelni a szerződésmódosításhoz szükséges dokumentumokat.
- 8.5. Amennyiben a módosítás iránti kérelem vagy bejelentés hiányosan került benyújtásra, a hitelesítési tevékenységre kijelölt szervezet határidő kifizetésével hiánypótlást ír elő.
- 8.6. A hitelesítési tevékenységre kijelölt szervezet egyebekben fenntartja a jogot, hogy a Kedvezményezett jelen Szerződés módosítása iránt előterjesztett szerződésmódosítási kérelmét a Nemzeti Hatósággal folytatott konzultációt követően elutasítsa.
- 8.7. A Szerződés módosítását a hitelesítési tevékenységre jogosult szervezet is – a szerződésmódosítás tervezetének a Kedvezményezett részére történő megküldésével – kezdeményezheti. Amennyiben a szerződésmódosításra az intézményrendszer vagy jogszabály változása miatt, vagy a Főszerződés módosulása miatt, vagy a szabálytalansági eljárás eredményeképpen kerül sor, a Kedvezményezett köteles a szerződésmódosítás aláírására.

9. Bejelentési kötelezettség

- 9.1. A Kedvezményezett köteles haladéktalanul, de legfeljebb 8 naptári napon belül írásban bejelenteni a hitelesítési tevékenységre kijelölt szervezet részére:
- a) minden olyan, a Kedvezményezettet, valamint a projekt részt érintő változást, amely nem igényli a Főszerződés módosítását, és
 - b) minden olyan, a Kedvezményezettet, valamint a projekt részt érintő változást, amely nem igényli a jelen Szerződés módosítását.
- 9.2. A Kedvezményezett köteles a bejelentési kötelezettségének eleget tenni:
- a) amennyiben a projekt, illetve a projekt rész megvalósítása részben vagy egészben, bármely okból
 - meghiúsul, vagy meghiúsulásának lehetősége felmerül,
 - célja megváltozik,
 - tartós akadályba ütközik, vagy ennek lehetősége felmerül,
 - megvalósításához szükséges hatósági engedélyek nem állnak rendelkezésre;

- b) ha az önerő nem áll rendelkezésre;
- c) ha bármely, jelen Szerződés megkötésének feltételeként meghatározott nyilatkozatát visszavonja;
- d) ha a projekt partnerségben a Kedvezményezettet érintő változás történik;
- e) ha a Kedvezményezett
 - adataiban, valamint
 - adólevonási jogosultságában változás történik,
 - csőd-, végelszámolási, felszámolási vagy egyéb – a megszüntetésére irányuló, jogszabályban meghatározott – eljárás vagy adósságrendezési eljárás alatt áll.

9.3. A Kedvezményezett bejelentését minden esetben megfelelő indokolással ellátva köteles előterjeszteni. A Kedvezményezett az általa előterjesztendő bejelentéshez köteles mellékelni a kapcsolódó alátámasztó dokumentumokat.

9.4. Amennyiben a bejelentés hiányosan került benyújtásra, a hitelesítési tevékenységre kijelölt szervezet határidő kitűzésével hiánypótlást ír elő.

10. Szerződésszegés, szankciók

10.1. A Kedvezményezett szerződésszegést követ el különösen az alábbi esetekben:

- a) ha a Kedvezményezett a megelőlegezést jogszabályellenesen, nem szerződésszerűen, rendeltetésellenesen vagy a projektrész megvalósításától eltérően, a projektrész céljával ellentétesen használja vagy használta fel;
- b) ha a Kedvezményezett érdekkörében felmerült okból
 - nem teljesíti a jelen Szerződésben vállalt, vagy jogszabály által előírt kötelezettségeit illetve
 - a projekt, vagy projektrész jellegében, léptékében, vagy megvalósításában jelentős változás következik be, amelynek eredményeként már nem felel meg a projektben leírtaknak, vagy célnak, vagy
 - a jelen Szerződésben foglalt kötelezettségek teljesítése előreláthatólag nem lehetséges, vagy jelentős késedelmet szenved;
- c) ha a Kedvezményezett ellen lefolytatott szabálytalansági eljárás eredményeként visszafizetési kötelezettség kerül megállapításra, melyet a Kedvezményezett határidőre nem teljesít;
- d) amennyiben a projektrész meghíúsulását vagy tartós akadályoztatását előidéző körülmény a Kedvezményezett érdekkörében felmerült okból következett be;
- e) amennyiben a projekt, illetve a projektrész megvalósítása nem a Kedvezményezett érdekkörében felmerült okból meghíúsul, vagy tartós akadályba ütközik, vagy jelentős késedelmet szenved;
- f) ha hitelt érdemlően bebizonyosodik, hogy a Kedvezményezett a jelen Szerződés megkötését megelőzően vagy azt követően, a projektrész végrehajtása során valótlan, hamis adatot közölt/szolgáltatót, bármelyik nyilatkozata valótlanak bizonyul, illetve nyilatkozatai bármelyikét visszavonja;
- g) a projektrész megvalósítása során a megelőlegezésben (akárcsak részben) részesült beruházás, vagyontárgy, eszközök, szellemi alkotás elidegenítése, vagy annak a Program Irányító Hatósága előzetes írásos jóváhagyása nélküli megterhelése, átengedése, bérbe- illetve használatba adása esetén;
- h) ha a Kedvezményezett nem tartja be a közbeszerzésre vonatkozó szabályokat, illetve nem biztosítja a tisztességes, nyílt eljárások, és a versenyeztetés alapelveinek érvényesülését;
- i) amennyiben a Kedvezményezett akadályozza a hitelesítési tevékenységre kijelölt szervezet hitelesítési tevékenységét, valamint a projektrésszel kapcsolatos eredeti dokumentumok vagy azok hitelesített másolatai bemutatásának megtagadása esetén, illetve amennyiben a Kedvezményezett nem bocsátja rendelkezésre a hitelesítési tevékenységre kijelölt szervezet által kezdeményezett eljárások lefolytatásához szükséges dokumentumokat, illetve akadályozza az egyes eljárások lefolytatását;
- j) amennyiben a Kedvezményezett az ellenőrzésre jogosult ellenőrző szervek munkáját akadályozza, vagy az ellenőrzést megtagadja, és az ellenőrzést az erre irányuló írásbeli felszólításban megjelölt határidőig sem teszi lehetővé;
- k) ha a Kedvezményezett a bekövetkezett szerződés-, illetve jogszabályellenes állapotot a hozzá intézett felhívás ellenére a felhívásban megadott határidőn belül sem szünteti meg;

- l) az uniós támogatás jogszabálysértő, nem szerződésszerű vagy nem rendeltetésszerű felhasználása esetén;
- m) az Ávr. 96. §-ában meghatározott egyéb esetben.

- 10.2. A Kedvezményezett 10.1. pontban rögzített szerződésszegése esetén a hitelesítési tevékenységre kijelölt szervezet jogosult a Szerződéstől elállni, az elállás esetén a Kedvezményezett köteles a megelőlegezést az Ávr. 98. § szerint ügyleti kamattal növelt összegben visszautalni a szerződéstől való elállásról szóló kiértesítés kézhezvételének napját követő 30 napon belül. A kamatfizetés kezdő időpontja a megelőlegezés kifizetésének napja, utolsó napja pedig a visszafizetési kötelezettség teljesítésének napja.
- 10.3. Amennyiben a szerződésszegést követő 30 napon belül nem kerül visszautalásra a követelés és annak kamata, a késedelembe esés időpontjától kezdve késedelmi kamat is felszámításra kerül az Ávr. 98. §-ban foglaltak szerint. A késedelmi kamat számításának kezdő időpontja a kötelezett késedelembe esésének napja, utolsó napja a visszafizetési kötelezettség teljesítésének napja. A kamat számítása napi egységben történik.
- 10.4. A hitelesítési tevékenységre kijelölt szervezet akkor is jogosult a jelen Szerződéstől elállni, és a kifizetett megelőlegezés vissza nem fizetett részének kamattal növelt részét a 10.2. pontban foglaltaknak megfelelően visszakövetelni, ha
- a) a projekt partnersége úgy módosul, hogy abból a Kedvezményezett kizárásra kerül;
 - b) a projektrész keretében beszerzett eszközök tulajdonjoga megváltozik;
 - c) a Kedvezményezett végelszámolását, felszámolását, csődeljárását, vagy egyéb, a megszüntetésére irányuló, jogszabályban meghatározott eljárást illetve a helyi önkormányzatok adósságrendezési eljárásáról szóló 1996. évi XXV. törvény alapján az adósságrendezési eljárást jogerősen elrendelik;
 - d) a Kedvezményezett elhatározza végelszámolással vagy más módon történő jogutód nélküli megszűnését;
 - e) a projektrész megvalósításához szükséges hatósági engedélyeket jelen Szerződés hatálya alatt visszavonják.
- 10.5. A hitelesítési tevékenységre kijelölt szervezet elállhat továbbá a Szerződéstől, amennyiben a kifizetést a hitelesítési tevékenységre kijelölt szervezet érdekkörén kívül eső ok miatt nem tudja teljesíteni. Ilyen esetben a Kedvezményezett kártérítésre nem jogosult.
- 10.6. A Kedvezményezett elállhat jelen Szerződéstől, amennyiben a Főszerződés vagy jelen Szerződés teljesítésére, a szerződéskötést követően érdekkörén kívül felmerült okból nem képes. Ilyen esetben köteles a megelőlegezés teljes összegét az Ávr. 98. § szerint ügyleti kamattal - - növelt összeggel az elállással egy időben visszafizetni. A kamatfizetés kezdő időpontja a megelőlegezés kifizetésének napja, utolsó napja a visszafizetési kötelezettség teljesítésének napja. Késedelmes visszafizetés esetén a késedelembe esés napjától késedelmi kamat is felszámításra kerül a 11.2. pontban foglaltaknak megfelelően.

11. Biztosítékok

- 11.1. A Szerződés megkötésének és a megelőlegezés folyósításának feltétele, hogy Kedvezményezett a Vhr. 4. § (6) bekezdése szerinti biztosítékok valamelyikét benyújtsa, kivéve ha a Kedvezményezett költségvetési szervnek minősül. A Kedvezményezett által nyújtott biztosíték mértékének el kell érnie az Ávr. 85. § (1) bekezdésében foglalt értéket.
- 11.2. Amennyiben a Kedvezményezett a Vhr. 4. § (6) a) pontja szerinti biztosítékot nyújtja, köteles a Szerződés megkötését megelőzően valamennyi fizetési számlájának számát közölni a hitelesítési tevékenységre kijelölt szervezettel, és a - jogszabály alapján beszédési megbízással megterhelhető - fizetési számláira vonatkozóan, a számlavezető pénzforgalmi szolgáltató által visszaigazolt felhatalmazó leveleket a hitelesítési tevékenységre kijelölt szervezet számára benyújtani. A felhatalmazó levélben a Kedvezményezett a jelen Szerződés időbeli hatálya alatt valamennyi - jogszabály alapján beszédési megbízással terhelhető - fizetési számlájára vonatkozóan felhatalmazza a hitelesítési tevékenységre kijelölt szervezetet arra, hogy amennyiben visszafizetési kötelezettségét

nem teljesíti, fizetési számláit beszédési megbízással a számára a jelen Szerződés alapján kifizetett megelőlegezés az Áht. 53/A. §-ában meghatározott kamatokkal növelt összegével, valamint – amennyiben szabálytalanság esetén a Vezető Kedvezményezett felé nem teljesítette visszafizetési kötelezettségét – a Főszerződés és a Partnerségi Megállapodás alapján számára kifizetett uniós támogatás a Főszerződésben megadott kamatokkal növelt összegével megterhelje. A Kedvezményezett tudomásul veszi, hogy a visszafizetési határidő eredménytelen leteltével egyidejűleg megindul a beszédési megbízással érvényesítése.

- 11.3. A Kedvezményezett kötelezettséget vállal továbbá, hogy bármely fizetési számlája megszűnéséről, illetve új fizetési számla megnyitásáról a hitelesítési tevékenységre kijelölt szervezetet 8 naptári napon belül tájékoztatja, és az újonnan megnyitott a – jogszabály alapján beszédési megbízással megterhelhető – fizetési számlára vonatkozó, a számlavezető pénzforgalmi szolgáltató által visszaigazolt felhatalmazó levelet a hitelesítési tevékenységre kijelölt szervezet számára benyújtja.
- 11.4. Amennyiben a Kedvezményezett a Vhr. 4. § (6) bekezdés b)-d) pontjaiban meghatározott biztosítékok valamelyikét nyújtja, köteles a biztosítékot a jelen Szerződés alapján kifizetett megelőlegezés teljes visszafizetésének időpontjáig folyamatosan fenntartani. A Kedvezményezett kötelezettséget vállal arra, hogy amennyiben az általa választott biztosíték helyett valamely más biztosítékot nyújt, a biztosíték módosítása tervezett időpontját megelőzően legalább 8 nappal a hitelesítési tevékenységre kijelölt szervezetet tájékoztatja, majd az újonnan kiállított biztosítékot haladéktalanul benyújtja a hitelesítési tevékenységre kijelölt szervezet részére.

12. A Szerződés megszűnése, megszüntetése

- 12.1. A Felek megállapodnak abban, hogy jelen Szerződés a teljesítést megelőzően csak vis maior, ellehetetlenülés, a hitelesítési tevékenységre kijelölt szervezet vagy a Kedvezményezett részéről történő, a jelen Szerződésben meghatározott esetekben és módon történő elállás, vagy a bíróság határozata alapján szűnik meg.
- 12.2. A hitelesítési tevékenységre kijelölt szervezet elállhat a Szerződéstől különösen
- a) a 10.1. pontban meghatározott esetekben;
 - b) ha a Főszerződés elállás következtében vagy egyéb okból megszűnt;
 - c) ha a projekt partnersége úgy módosul, hogy abból a Kedvezményezett kizárásra kerül;
 - d) ha a projekt, illetve a projektrész jellegében, megvalósításában jelentős változás következik be, amelynek eredményeképpen a projektrész megvalósítására már nincs lehetőség;
 - e) ha a Kedvezményezett neki felróható okból nem teljesíti a Szerződésben vállalt kötelezettségeit;
 - f) ha a projektrész keretében beszerzett eszközök tulajdonjoga megváltozik;
 - g) ha a Kedvezményezett ellen csőd-, felszámolási, végelszámolási, hivatalból törlési, vagyonrendezési eljárás indult, vagy végrehajtási, adósságrendezési eljárás van folyamatban;
 - h) ha a Kedvezményezett a 11. pont szerinti valamely biztosítékot a jelen Szerződés alapján kifizetett megelőlegezés teljes visszafizetésének időpontjáig nem tartja fenn.
 - i) Ávr. 96. §-ában meghatározott esetekben.
- 12.3. Elállás esetén a hitelesítési tevékenységre kijelölt szervezet a kifizetett megelőlegezés teljes összegét az Ávr. 98 §-ban meghatározott kamattal növelten visszaköveteli. A Kedvezményezett köteles a jelen pontnak megfelelően visszafizetendő összeget az elállás időpontjától számított 30 napon belül a fizetési felszólításban megjelölt fizetési számlára visszafizetni.
- 12.4. Az elállás nem zárja ki a 10. pontban a szerződésszegésre előírt egyéb szankciók egyidejű alkalmazását.
- 12.5. A Kedvezményezett elállhat a Szerződéstől, amennyiben annak teljesítésére, a szerződéskötést követően neki fel nem róható okból beállott körülmény folytán nem képes. Ilyen esetben köteles a megelőlegezés teljes összegét Ávr. 98. § szerint kamattal növelten az elállással egy időben visszafizetni. A kamatfizetés kezdő időpontja a megelőlegezés kifizetésének napja, utolsó napja pedig a visszafizetési kötelezettség teljesítésének napja. Késedelmes visszafizetés esetén a késedelembe esés napjától késedelmi kamat kerül felszámításra.

13. Záró rendelkezések

13.1. Felek jelen Szerződés vonatkozásában kapcsolattartóként az alábbi személyeket jelölik meg:

- a) **a hitelesítési tevékenységre kijelölt szervezet részéről kapcsolattartásra kijelölt személy:**
Széchenyi Programiroda Tanácsadó és Szolgáltató Nonprofit Korlátolt Felelősségű Társaság
Nemzetközi Igazgatóság Nyugat-magyarországi Ellenőrzési Osztály
Név: Magyar Orsolya
Postacím: 8900 Zalaegerszeg, Széchenyi tér 3-5.
Telefon: +36 92 511 073
E-mail: magyar.orsolya@szechenyiprogramiroda.hu
- b) **a Kedvezményezett részéről kapcsolattartásra kijelölt személy:**
Balaton-felvidéki Nemzeti Park Igazgatóság
Név: Papp Ágnes
Postacím: 8903 Zalaegerszeg, Pf.37
Telefon: +3692599252
E-mail: pappagnes@bfnp.hu

Felek a kapcsolattartókban bekövetkezett változásokról kötelesek egymást haladéktalanul, de legkésőbb a változást követő 8 napon belül írásban tájékoztatni. Felek között a Szerződéssel kapcsolatos bármiféle közlés, kérés (együttesen: értesítés) írásban, e-mailben, vagy postai úton érvényes és hatályos.

13.2. Kedvezményezett kapcsolattartója – mint érintett – tudomásul veszi, hogy jelen Szerződés 13.1.b) pontjában megadott személyes adatait a hitelesítési tevékenységre kijelölt szervezet jelen Szerződés 13.2. pontjában meghatározott célból kezeli, összhangban az Európai Parlament és a Tanács 2016/679 Rendeletével (GDPR, általános adatvédelmi rendelet). Az adatkezelés az adatkezelő jogos érdekeinek –a Kedvezményezettel történő kommunikáció, kapcsolattartás – érvényesítéséhez szükséges, jogalapja a GDPR 6. cikk (1) bekezdésének f) pontja.

A hitelesítési tevékenységre kijelölt szervezet tájékoztatja a Kedvezményezettet arról, hogy a kapcsolattartóként megjelölt személy a GDPR 16. cikkével, 18. valamint 21. cikkével összhangban kérheti a személyes adatainak helyesbítését, kezelésének korlátozását, illetve a GDPR 21. cikke szerinti eset fennállása esetén tiltakozhat azok kezelése ellen. A kötelezően megadott személyes adatok kezelése jelen Szerződés megkötésének előkészítésével kezdődik és az adatok törléséig tart. A törlésre akkor kerülhet sor, ha a vonatkozó uniós és nemzeti jogszabályok szerint a projektrésszel kapcsolatos dokumentum-megőrzési kötelezettség megszűnik.

13.3. Jelen Szerződéssel kapcsolatban felmerült vitás kérdéseket Felek egymás között tárgyalások útján kísérelik meg rendezni. A jelen Szerződéssel kapcsolatban felmerülő esetleges jogviták rendezésére a Felek – a járásbíróság hatáskörébe tartozó ügyekben – a Budai Központi Kerületi Bíróság kizárólagos illetékességét kötik ki.

13.4. A Kedvezményezett képviselőjében eljáró személy kijelenti, és cégkivonatával, alapító okiratával, valamint aláírási címpéldányával igazolja, hogy társasági dokumentumai, illetve jelen Szerződés bevezető részében feltüntetettek szerint jogosult a Kedvezményezett képviselőjére (és cégjegyzésére), továbbá ennek alapján jelen Szerződés megkötésére és aláírására. A Kedvezményezett képviselője kijelenti továbbá, hogy a testületi szervei részéről jelen Szerződés megkötéséhez szükséges felhatalmazásokkal rendelkezik, tulajdonosa(ik) jelen jogügyletet jóváhagyta/jóváhagyták, és harmadik személyeknek semminemű olyan jogosultsága nincs, amely a Kedvezményezettet megakadályozná vagy bármiben korlátozná jelen Szerződés megkötése és az e Szerződésben foglalt kötelezettségek maradéktalan teljesítése vonatkozásában.

13.5. Jelen Szerződés a Felek közül utolsóként aláíró fél aláírásának napján lép hatályba.

13.6. Jelen Szerződés elválaszthatatlan részét képezik az alábbi mellékletek:

- a) 1. sz. melléklet: A Főszerződés másolata
- b) 2. sz. melléklet: A Partnerségi Megállapodás másolata
- c) 3. sz. melléklet: Nyilatkozat a kedvezményezett adatairól

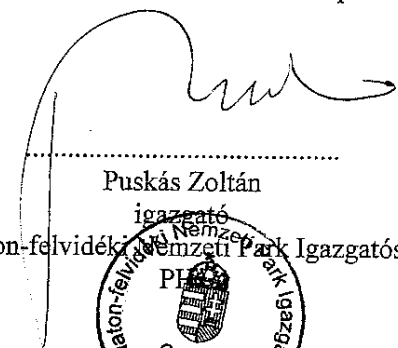
- d) 4. sz. melléklet: Nyilatkozat a kedvezményezett fizetési számláiról / Nyilatkozat a támogatás(ok) fogadására szolgáló számlá(k)ról
- e) 5. sz. melléklet: Biztosíték
- f) 6. sz. melléklet: Ávr. 75.§ (2) bekezdése szerinti nyilatkozat

13.7. Amennyiben jelen Szerződés és mellékletei ellentétes tartalmúak, a Szerződésben foglaltak az irányadók.

13.8. Jelen 13 oldalas Szerződés 3 eredeti példányban készült, és a csatolt 6 db melléklet a Szerződés elválaszthatatlan részét képezi. A Felek a Szerződést elolvasás és értelmezés után, mellékleteivel együttesen, mint szerződéses akaratukkal mindenben megegyezőt jóváhagyólag írják alá az aláírási jogosultsággal felruházott képviselőik útján, amely aláírt példányok közül 1 példány a Kedvezményezettet, 1 példány a Nemzeti Hatóságot, 1 példány pedig a hitelesítési tevékenységre kijelölt szervezetet illet meg.

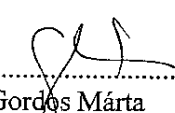
A Kedvezményezett képviselőjében:

Kelt: Csepak, 2020. 12. 07. hó nap

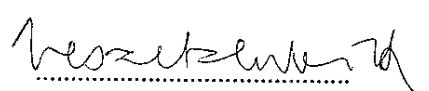

.....
Puskás Zoltán
igazgató
Balaton-felvidéki Nemzeti Park Igazgatóság


A hitelesítési tevékenységre kijelölt szervezet képviselőjében:

Kelt: Budapest, 2020. 12. hó nap


.....
Gordos Márta
főosztályvezető
Széchenyi Programiroda Nonprofit Kft.
Nemzetközi Igazgatóság
Ellenőrzési Főosztály

PH.


.....
Veszelszki Márta
gazdasági igazgatóhelyettes
Balaton-felvidéki Nemzeti Park Igazgatóság



.....
Gelegonyáné Nagy Anita
főosztályvezető-helyettes
Széchenyi Programiroda Nonprofit Kft.
Nemzetközi Igazgatóság
Ellenőrzési Főosztály

PH.

1. sz. melléklet

A Főszerződés másolata

14

veo



Subsidy Contract for the EU contribution

Application ID: HUHR/1901/2.2.1/0117

Project acronym: Eco Bridge

Project title: Restauration of ecological diversity in the border area of Medimurje and Zala County

**Interreg V-A Hungary-Croatia
Co-operation Programme 2014-2020**

Interreg
European Regional Development Fund



SUBSIDY CONTRACT

for the implementation of the Project
No. HUHR/1901/2.2.1/0117, with acronym Eco Bridge
entitled Restauration of ecological diversity in the border area of Međimurje and
Zala County
within the
Interreg V-A Hungary-Croatia Co-operation Programme 2014-2020

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

Ministry of Foreign Affairs and Trade of Hungary

Address: 1027 Budapest, Bem rakpart 47, Hungary

Tax number: 15311344-1-41

acting as the Managing Authority of the Interreg V-A Hungary-Croatia Co-operation Programme 2014-2020 (hereinafter referred to as the Managing Authority)

on one hand,

and

Grad Čakovec (Town of Čakovec)

Address: 40000 Čakovec, Kralja Tomislava 15, Croatia

Tax number (OIB number): 44427688822

acting as the Lead Beneficiary

on the other hand,

hereinafter jointly referred to as the Parties.

based on the following legal framework:

- 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;
- Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund (hereinafter referred to as the Common Provisions Regulation, CPR);
- Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006;
- Regulation (EU) No 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial co-operation goal (hereinafter referred to as the ETC Regulation);

- Commission Delegated Regulation (EU) No 481/2014 of 4 March 2014 supplementing Regulation (EU) No 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation programmes;
- Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid;
- Commission Decision 2011/9380/EC of 20 December 2011 on the application of Article 106 (2) of the Treaty on the Functioning of the European Union to State aid in the form of public service compensation granted to certain undertakings entrusted with the operation of services of general economic interest;
- Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the common market in application of Articles 107 and 108 of the Treaty;
- Regulation (EU) 2020/558 of the European Parliament and of the Council of 23 April 2020 amending Regulations (EU) No 1301/2013 and (EU) No 1303/2013 as regards specific measures to provide exceptional flexibility for the use of the European Structural and Investments Funds in response to the COVID-19 outbreak

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

- the Interreg V-A Hungary-Croatia Co-operation Programme 2014-2020, approved by the European Commission on 7 September 2015 by Decision Ref No C(2015) 6228 (hereinafter referred to as the Programme);
- EU rules regarding EU horizontal policies such as the rules for competition and entry into the markets, the protection of the environment, the equal opportunities between men and women and public procurement;
- Communication from the Commission on the application of the European Union State aid rules to compensation granted for the provision of services of general economic interest (2012/C 8/02);
- national rules applicable to the Lead Beneficiary and the Beneficiaries (Lead Beneficiary and Beneficiaries hereinafter also referred to together as Project Participants);
- the relevant Call for Proposals of the Programme (HUHR/1901), published on 31 January 2019 on the Programme website (hereinafter referred to as the Call for Proposals);
- the Project Implementation Handbook for the Interreg V-A Hungary-Croatia Co-operation Programme 2014-2020, laying down the programme specific rules for the implementation of the projects (hereinafter referred to as the Project Implementation Handbook);
- the Project Communication Guidelines for the Projects in the Interreg V-A Hungary-Croatia Co-operation Programme 2014-2020, laying down the programme specific rules on information and publicity measures of the projects (hereinafter referred to as Project Communication Guidelines);
- the relevant national level legislation governing the rules of public procurement procedures in Hungary and Croatia.

Article 1

Award of subsidy

1. In accordance with the decision of the Monitoring Committee, dated 15.01.2020 (validated 03.02.2020), an earmarked subsidy is awarded to the Lead Beneficiary from the ERDF funding under the Interreg V-A Hungary-Croatia Co-operation Programme 2014-2020 for the implementation of the project No. HUHR/1901/2.2.1/0117 with the acronym Eco Bridge entitled Restoration of ecological diversity in the border area of Međimurje and Zala County (hereinafter referred to as the Project).

1 166 673,53 EUR

Maximum EU contribution awarded:

say: one million, one hundred and sixty-six thousand, six hundred and seventy-three euros and fifty-three cents

Total project budget:
(including Lead Beneficiary and the other Beneficiaries)

1 372 557,10 EUR

say: one million, three hundred and seventy-two thousand, five hundred and fifty-seven euros and ten cents

2. The EU co-financing rates per Beneficiary (including the Lead Beneficiary) are set in Annex I (application) of the Subsidy Contract. As a general rule, the EU co-financing rates per Beneficiary (including the Lead Beneficiary) cannot exceed 85 per cent of the total eligible expenditures.
3. The maximum amount of EU contribution awarded for the Project cannot be exceeded.
4. Should the total eligible costs after the completion of the Project be lower than the budgeted amount, the above-mentioned EU contribution awarded under the Programme will be correspondingly reduced according to the EU co-financing rates per Project Participants set in Annex I (application).
5. Reimbursement of the EU contribution is under the condition that the European Commission makes the funds available to the above-described extent and the Memorandum of Understanding signed by the two Member States is in force.
6. If the European Commission fails to make the funds available or if the Memorandum of Understanding signed by the Member States is no longer in force, the Managing Authority will be entitled to withdraw from the present Contract.

Article 2

Duration of the Project

1. Project starting date: 1 September 2020
2. Project end date: 31 August 2022

3. The project activities have to be carried out and finalised within the project implementation period, and project expenditure – with the exception of preparation costs – has to be incurred within the project implementation period as defined by Articles 2.1 and 2.2.
4. Preparation costs can only be eligible if they were incurred on or after 1 January 2014 and before the start date of the project.

Article 3 Object of use

1. The EU contribution is awarded exclusively for the implementation of the Project as it is described in the application approved by the Monitoring Committee and contained in Annex I.
2. Project expenditure which qualifies for the EU contribution awarded according to Article 1.1 consists exclusively of project expenditure related to the project activities listed in the application approved by the Monitoring Committee. The rules for the eligibility of expenditure are set in the Project Implementation Handbook. The relevant EC regulations in force, in particular Articles 18 to 20 of the ETC Regulation and the rules contained in Commission Delegated Regulation (EU) No 481/2014, furthermore the national eligibility rules have to be respected. In case of contradiction between the above-mentioned rules, the stricter rule shall apply.

Article 4 Reporting and Applications for Reimbursement

1. The Lead Beneficiary can only submit an Application for Reimbursement to the Joint Secretariat if it is accompanied by proof of progress of the Project. Therefore, the Lead Beneficiary has to submit a Report (meaning Project Report or Final Project Report) alongside each Application for Reimbursement, consisting of the description of the activities carried out and their outputs and results during the reporting period, further consisting of a financial report presenting the financial progress of the Project compared to the approved application. Even if no expenditures were incurred in a reporting period, the Project Report (and the Final Project Report) shall be submitted in due time to the Joint Secretariat.
2. The Lead Beneficiary has to submit the Project Report and the Application for Reimbursement for each four-month reporting period from the project starting date indicated in Article 2.1. The Reports and the Applications for Reimbursement have to be submitted to the Joint Secretariat within 80 calendar days from the end date of each reporting period (and 100 days from the end date of the final reporting period), as detailed in the Project Implementation Handbook. The reporting periods and the actual deadlines for submission are indicated in Article 4.13.
3. Additional obligatory deadlines to submit an Application for Reimbursement may be set by the Managing Authority in order to avoid decommitment of EU contribution at programme level.
4. The First Project Report and Application for Reimbursement have to cover the preparation costs of the Project, as well as the first reporting period as indicated in Article 4.13. Only budget lines foreseen in the application and only Project

Participants involved according to the application¹ can be considered for Application for Reimbursement.

5. The Final Project Report and Application for Reimbursement have to be submitted to the Joint Secretariat within 100 calendar days after the end date of the Project as indicated in Article 2.2.
6. The language of each report is English. The forms and tools of the Report, Application for Reimbursement and the Declaration on Validation of Expenditure are defined for the Programme and are obligatory to use. The Lead Beneficiary has to complete and submit the Reports and the Applications for Reimbursement online through the monitoring and information system of the Programme. Access to the system is only permitted by means of an individual user name and password. Further rules on reporting – including the documents to be submitted with the Reports – are set in the Project Implementation Handbook.
7. The Application for Reimbursement submitted by the Lead Beneficiary shall contain only validated expenditure and shall be supported by the Declarations on Validation of Expenditure issued by the designated Control Bodies. The Lead Beneficiary shall ensure that the expenditure presented by the Project Participants has been incurred for the purpose of implementing the Project and that it corresponds to the activities agreed between the Project Participants as described in the approved application.
8. In compliance with Point 2 (d) of Article 13 of the ETC Regulation, the Lead Beneficiary shall ensure that the expenditure presented by each of its fellow Beneficiaries has been validated by the designated Control Body of the Beneficiary. The designated Control Bodies and the national level control requirements for both Member States are available in the Beneficiary level Guidelines, issued in the respective Member State.
9. In case the Declarations on Validation of Expenditure are not received from each Beneficiary for a given reporting period, the Lead Beneficiary shall submit the Application for Reimbursement on the basis of the Declarations on Validation of Expenditure available for the reporting deadline. The expenditures of the Project Participant not validated for the given reporting period within the deadline can be requested only for the next reporting deadline to the reporting period concerned, with the exception of preparation costs. Preparation costs can be validated and requested only in the first reporting period.
10. The Lead Beneficiary shall submit the Application for Reimbursement in EUR, based on the Declarations on Validation of Expenditure issued in EUR by the designated Control Bodies of the Project Participants.
11. Project Participants from Member States which have not adopted the EUR as their currency shall convert into EUR the amounts of expenditure in the list of invoices incurred in national currency before submission for validation to the responsible Control Body of the Member State. The expenditures shall be converted into EUR using the monthly accounting exchange rate of the European Commission in force in

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

the month in which the expenditure is submitted by the Project Participant to the Control Body.²

12. The exchange rate risk is borne by the Lead Beneficiary or Beneficiary concerned.
13. The Lead Beneficiary shall request the reimbursement of the EU contribution on the basis of the following table:

	Reporting period	Deadline for submission of the Project Reports and Applications for Reimbursement	Indicative spending forecast ³ - EUR
1	01/09/2020 - 31/12/2020	21/03/2021	126 504,19
2	01/01/2021 - 30/04/2021	19/07/2021	296 250,53
3	01/05/2021 - 31/08/2021	19/11/2021	297 240,53
4	01/09/2021 - 31/12/2021	21/03/2022	297 250,55
5	01/01/2022 - 30/04/2022	19/07/2022	221 479,19
6	01/05/2022 - 31/08/2022	09/12/2022	133 832,11
Total			1 372 557,10

14. The Lead Beneficiary has the possibility to deviate from the indicative spending forecasts, considering that in case of n+3 decommitment resulting from underspending compared to the spending forecast, the Managing Authority is entitled to decommit the Project by reducing the original project budget and the corresponding EU contribution.
15. In case of a decision on the decommitment of the Project, the Managing Authority initiates the amendment of the present Contract. The Addendum to the Subsidy Contract has to be signed by both Parties.
16. The Lead Beneficiary upon request by the Joint Secretariat shall submit Project Follow-up Reports proving the sustenance of the project outputs. Details about the content and submission of Follow-up Reports are regulated in the Project Implementation Handbook valid for the given Call for Proposals.
17. The Lead Beneficiary has to provide immediate information to the Joint Secretariat about circumstances which delay, hinder or make impossible the implementation of the Project, as well as about any circumstances which represent a change of the reimbursement conditions and frameworks as laid down in the present Contract or which entitle the Managing Authority to reduce or demand repayment of the EU contribution entirely or in part. Immediate information shall also be provided in case the Project has not been or cannot be fully implemented by carrying out the planned activities and results moreover by achieving at least 80 per cent of the quantifiable outputs, or if the Project cannot or could not be implemented in due time. In case the Project cannot be implemented in line with the time schedule determined in the application contained in Annex I, as well as in line with the payment schedule specified in Point 13 of the present Article, the fact has to be reported immediately to

² The monthly exchange rates of the European Commission are available at the website of the European Commission: <http://ec.europa.eu/budget/inforeuro>.

³ Indicative spending forecast: eligible costs to be reported in the given reporting period.

the Joint Secretariat in order to seek written approval. The request for approval does not imply the approval.

Article 5

Reimbursement of EU contribution to the Lead Beneficiary

1. The reimbursement of EU contribution to the Lead Beneficiary will be initiated only after the verification and acceptance of the Report and of its annexes, the Application for Reimbursement and the Declarations on Validation of Expenditure.
2. The Lead Beneficiary may be requested a completion of the Report and of the Application for Reimbursement during the verification process by the Joint Secretariat. After the second unsuccessful request/notice for completion, the Report and the Application for Reimbursement may be rejected. A rejected Application for Reimbursement can be resubmitted only once and for the next reporting deadline following the reporting period concerned. If the Report contains ineligible expenditure, the amount of these shall be deducted from the Application for Reimbursement. In this case the Lead Beneficiary shall re-compile and re-submit the Application for Reimbursement to the Joint Secretariat. In case the Final Project Report and the Application for Reimbursement are rejected, the Lead Beneficiary shall be informed about the possible/applied sanctions (e.g. suspension of the last payment, repayment of subsidy, withdrawal from the Contract).
3. Following the approval of the Final Project Report the Joint Secretariat initiates the financial closing of the Project in order to calculate the exact amount of EU contribution to be paid to the Project. Financial closing cannot be initiated in case other processes related to the Project are not closed such as irregularity and recovery procedures. After the final payment to the Lead Beneficiary, the Project is considered closed and the Lead Beneficiary is informed about the closure. While the Project is considered closed, audits might be carried out during the programme period and/or within the timeframe stipulated in Article 140(1) of the CPR and further detailed in the Project Implementation Handbook. During this period, irregularity procedures and repayments can be initiated related to the Project.
4. The reimbursement of EU contribution will be authorised by the Certifying Authority. In case the EU contribution balance of the programme single bank account handled by the Certifying Authority does not cover the amount to be reimbursed, the reimbursement process will be suspended until the transfer of the EU contribution from the European Commission is credited to the programme single bank account.
5. For receiving the reimbursement of EU contribution and for the transfers of EU contribution to the Beneficiaries, the Lead Beneficiary has to open a separate EUR bank account exclusively for the Project.
6. The EU contribution will be reimbursed in EUR exclusively and will be transferred to the following separate project bank account indicated by the Lead Beneficiary:

IBAN account number	HR15 2407 0001 8060 0000 6
SWIFT code	OTPVHR2X
Bank name	OTP BANKA HRVATSKA D.D.

Bank address	Domovinskog rata 61, Split
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7. The Lead Beneficiary has to officially notify the Joint Secretariat in written form in case of a change of the separate project bank account within 15 calendar days or with the submission of the Application for Reimbursement at the latest. In case the Lead Beneficiary fails to properly inform the Joint Secretariat on the details of its separate bank account, all consequences, including those of financial nature, shall be borne by the Lead Beneficiary.
8. The Lead Beneficiary is responsible for transferring the EU contribution to the Beneficiaries according to the approved Application for Reimbursement, within the timeframe agreed in the signed Partnership Agreement.
9. Bank statements proving the management of the separate project bank account and the transfer of funds from the Lead Beneficiary to the Beneficiaries have to be presented to the Joint Secretariat attached to the Report.

Article 6 Double funding

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

Article 7 Representation of the project partnership, liability and additional obligations of the Lead Beneficiary

1. In order to lay down the arrangements for its relations with the Beneficiaries the Lead Beneficiary is responsible to conclude a Partnership Agreement with them.
2. The Lead Beneficiary represents the partnership as defined in the Partnership Agreement and is the only direct contact between the project and the programme management bodies. The Lead Beneficiary shall be responsible for ensuring the efficient implementation of the entire Project. To this end, the Lead Beneficiary shall undertake among others:
 - a) to co-ordinate the start of the Project as set in Article 2.1;
 - b) to co-ordinate the implementation of the Project according to the time schedule agreed upon in the present Contract and in the approved application;
 - c) to guarantee the sound financial management of the funds allocated to the Project, including the arrangements for recovering amounts unduly paid;
 - d) to meet the reporting requirements and ensure any other documentation obligations;
 - e) to ensure that the expenditure presented by the Lead Beneficiary and by the Beneficiaries has been paid for the purpose of implementing the Project and to ensure that it corresponds to the activities agreed between the members of the partnership and indicated in the approved application.

- f) to verify that the expenditure presented by the Lead Beneficiary and the other Beneficiaries has been validated by the designated Control Bodies;
 - g) to collect documents and information from the Beneficiaries in order to present consolidated Reports and Applications for Reimbursement;
 - h) to comply with EU regulations, as referred to in the preamble of the present Contract, and with the relevant national legislation for the whole partnership with special regard to public procurement, State aid, publicity, furthermore rules on sustainable development and equal opportunities;
 - i) to transfer the EU contribution correctly and within the timeframe agreed in the Partnership Agreement upon receipt to the other Beneficiaries and in full, no specific charge or other charge with equivalent effect shall be levied which would reduce these amounts for the Beneficiaries; in case of a claim for repayment from the Managing Authority, the Lead Beneficiary cannot exculpate itself with the argument of the transfer of the funds;
 - j) to maintain separate accounting for project implementation purposes in a manner ensuring the identification of each financial operation within the Project;
 - k) to ensure the sustainability of the project results.
3. The Lead Beneficiary bears responsibility for the activities of the other Beneficiaries and the sub-contractors like its own activities.
 4. The Lead Beneficiary takes full responsibility for the damages caused to third parties from its own fault during the implementation of the operation. The Managing Authority has no responsibility for the damages caused to third parties as a result of executing the Subsidy Contract.
 5. The Lead Beneficiary is liable towards the Managing Authority for ensuring that the Project Participants fulfil their obligations under this Contract.

Article 8 **Procurement rules**

1. According to Regulation (EU, Euratom) No 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 and other relevant regulations, the projects contracted under the Programme have to manage the procurement of services, supplies / goods / equipment and works in accordance with national procurement rules in force, depending on the seat and operational area of the given organisation (in Hungarian: *Közbeszerzési törvény*, in Croatian: *Zakon o javnoj nabavi*).

Article 9 **Information and publicity**

1. The Lead Beneficiary undertakes to fulfil the information and publicity measures set out in the Project Communication Guidelines, with the aim of promoting the fact that co-financing is provided from EU contribution available under the Interreg V-A

Hungary-Croatia Co-operation Programme 2014-2020, furthermore it undertakes to ensure the adequate promotion of the Project.

2. The Lead Beneficiary shall ensure that all project official communication (e.g. any notice, publication, website or project event, including conferences or seminars) specifies that the Project has received funding from the EU within the framework of the Interreg V-A Hungary-Croatia Co-operation Programme 2014-2020, by following the instructions detailed in the Project Communication Guidelines.
3. Any notice or publication by the Project Participants, in whatever form and on or by whatever medium, must specify that it reflects the author's views and that the Managing Authority is not liable for any use that may be made of the information contained therein.
4. The Managing Authority / Joint Secretariat shall be authorised to publish, in any kind of form and on or by any kind of medium the following pieces of information:
 - a) the title and the acronym of the Project;
 - b) the name of the Lead Beneficiary and of the Beneficiaries;
 - c) the amount of subsidy and the EU co-financing rate;
 - d) the purpose of the EU contribution (i.e. the Project's overall objective);
 - e) the geographical location of the Project;
 - f) project results, evaluations and summaries;
 - g) other information about the Project, if considered relevant.
5. The Lead Beneficiary shall ensure the proper means of communication between the Project and the Programme, including:
 - a) participation, whenever requested, in Lead Beneficiary trainings organised by the Joint Secretariat;
 - b) participation, whenever requested, in other events organised by the programme management bodies with the purpose of presenting / discussing / developing / sharing project results and creating synergies with other projects and relevant organisations;
 - c) providing a visible link on the Project's website (if any) to the Programme website – www.huhr-cbc.eu / www.huhr-cbc.com.

Article 10

Amendments to the Subsidy Contract and other project changes

1. The Lead Beneficiary has to request the modification of the Subsidy Contract in case of substantial changes in the Project which are the following:
 - a) changes in the composition of the project partnership;
 - b) substantial changes in the content of the Project (resulting in a more than 20 per cent deviation from the quantified outputs);

- c) changes to activities (either introducing new ones or replacing old ones);
 - d) budget reallocations between main budget lines exceeding 20 per cent of either affected main budget line and exceeding 10 000,00 EUR within the budget of the Lead Beneficiary or the particular Beneficiary;
 - e) prolongation of the project duration.
2. Modifications of the Subsidy Contract cannot affect the basic purpose of the Project as approved by the Monitoring Committee.
 3. Any request for a modification of the Subsidy Contract has to be justified and submitted by the Lead Beneficiary to the Joint Secretariat in a written form, as regulated in the Project Implementation Handbook. The Joint Secretariat will process the request for modification and will submit it for approval to the Managing Authority or the Monitoring Committee, according to the type of modification requested. The Addendum to the Subsidy Contract has to be signed by both Parties according to the approval of the Managing Authority / Monitoring Committee.
 4. The Addendum to the Subsidy Contract enters into force on the date of signature by the last of the Parties. The date from which the changes contained in the Addendum shall be effective is to be explicitly identified in the text of the Addendum.
 5. Other changes in the Project than listed in Point 1 will not require Subsidy Contract modification, but the Lead Beneficiary has to notify the Joint Secretariat which in turn has to confirm that the project change is accepted.
 6. Detailed rules describing each case of Subsidy Contract modification or other changes in the Project are set in the Project Implementation Handbook.
 7. The limit of budget reallocation is calculated from the concluded original Subsidy Contract, therefore accumulation of changes is counted together and rules are applied accordingly. By its nature, any increase of budget of a budget line(s) on one side leads to a reduction of budget of other budget line(s) on the other side, therefore either affected budget line is counted when applying the rule. All indicated changes in the Project have to respect the rules of the Call for Proposals laid down in the Guidelines for Applicants, e.g. meaning that if a limit for a certain type of cost was given in the Guidelines for Applicants, the notified (initiated) change has to respect the limit as well. New activities cannot be budgeted in the approved budget.

Article 11 Assignment, legal succession

1. The Managing Authority is entitled at any time to assign its rights under the present Contract. In case of assignment the Managing Authority will inform the Lead Beneficiary without delay.
2. The Lead Beneficiary is allowed to assign its duties and rights under the present Contract only after prior decision of the Monitoring Committee and written consent of the Managing Authority.
3. In case of legal succession the Parties are obliged to transfer all duties under the present Contract to the legal successor. The Parties shall notify each other about any change beforehand. In case of legal succession affecting the Lead Beneficiary or a Beneficiary the Lead Beneficiary shall notify the Joint Secretariat beforehand.

Article 12

Audit rights

1. The responsible auditing bodies of the EU and, within their responsibility, the auditing bodies of the Member States, as well as the Audit Authority, the Managing Authority, the Joint Secretariat and the Certifying Authority of the Programme are entitled to audit the proper use of funds by the Lead Beneficiary and by the Beneficiaries or to arrange for such an audit to be carried out by authorised persons.
2. The Lead Beneficiary shall produce all documents required for the audit, provide necessary information and give access to its business premises. The Lead Beneficiary is obliged to retain for audit purposes all files, documents and data about the Project for at least until the time as specified in Article 140(1) of the CPR and further detailed in the Project Implementation Handbook. Documents to be retained are listed in Annex III.
3. The designated Control Bodies are entitled to carry out on-the-spot checks as part of their verification activities, while the Joint Secretariat or the Managing Authority are entitled to carry out monitoring visits in order to check the progress of the Project from a professional point of view, at the premises of the Lead Beneficiary and of the Beneficiaries.
4. The Lead Beneficiary is obliged to guarantee the fulfilment of the above stipulated duties in relation to all other Beneficiaries as well.
5. Observing the recommendations received after an audit must be ensured by the Project Participants, otherwise the Managing Authority has the right to terminate the Subsidy Contract.

Article 13

Irregularities

1. In case of irregularities identified during project implementation the Managing Authority reserves the right to claim the repayment of the EU contribution in full or in part from the Lead Beneficiary and has the right to reduce the amount of the EU contribution awarded.
2. Based on the above, the Lead Beneficiary is always responsible for securing the repayment of the EU contribution unduly paid to the Project, even if the irregularity was committed by one of the other Beneficiaries.
3. If another Beneficiary commits an irregularity, the Lead Beneficiary – after having received the notice on repayment – is obliged to request the amount unduly paid from the Beneficiary concerned and repay it to the Managing Authority within the deadline for the repayment set in Article 14.2. The Lead Beneficiary shall exercise due diligence to ensure repayment.
4. If the Lead Beneficiary does not succeed in securing the repayment from the Beneficiary / Beneficiaries, within 5 calendar days from the end of the deadline given the Lead Beneficiary has to notify the Joint Secretariat and has to send proof of steps taken by the Lead Beneficiary towards the Beneficiary / Beneficiaries.
5. When the amount unduly paid has not been recovered due to negligence of the Lead Beneficiary, the Lead Beneficiary shall remain responsible for the repayment.

Article 14

Right of withdrawal – Repayment – Suspension of reimbursement

1. The Managing Authority is entitled to withdraw from the present Contract and to demand the repayment of the EU contribution in full or in part if:
 - a) the Lead Beneficiary has obtained the EU contribution through false or incomplete statements to bodies/appointees of the European Commission, the Managing Authority or any other authorities involved in the implementation of the Programme; or if
 - b) a precondition for the approval of the Project is no longer given, in particular if the compulsory cross-border Beneficiary resigns from the Project and is not replaced in line with the provisions of Article 10; or if
 - c) the Partnership Agreement concluded between the Project Participants is no longer in force; or if
 - d) the Lead Beneficiary becomes insolvent or subject to bankruptcy proceedings; or if
 - e) the Lead Beneficiary becomes guilty of misrepresentation in supplying the information required by the Managing Authority or in failing to provide requested information; or
 - f) in case of identified irregularities; or if
 - g) the Lead Beneficiary fails to fulfil a condition or an obligation resulting from the present Contract, in particular if
 - h) the Lead Beneficiary fails to submit a Report and Application for Reimbursement within the reporting deadline;
 - i) the Lead Beneficiary repeatedly fails to submit Project Follow-up Reports, if applicable; or if
 - j) the Lead Beneficiary fails to sustain the results of the Project as defined in Article 15; or if
 - k) the Project has not been or cannot be fully implemented by carrying out the planned activities and results moreover by achieving at least 80 per cent of the quantifiable outputs, or if the Project cannot or could not be implemented in due time; or if
 - l) the regulations of EU and national law (including provisions concerning public procurement rules, State aid rules, publicity rules, rules on environmental protection and rules on equal opportunities) have been infringed; or if
 - m) the Lead Beneficiary has impeded or prevented the auditing of the Project or failed to retain the project documentation as referred to in Article 12; or if
 - n) the EU contribution awarded has been partially or entirely misapplied for purposes other than those agreed upon; or if
 - o) it has been impossible to verify that the Final Project Report is correct and thus the eligibility of the Project for funding from the Programme cannot be verified.

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

Article 15 **Force majeure**

1. Force majeure is any external event, unforeseeable, absolutely invincible and inevitable occurred after the conclusion of present Contract and which prevents the execution of all or part of this Contract. There are considered cases of force majeure: wars, natural calamities, general strikes, insurrections, revolts, epidemics, earthquakes, floods and other similar events that cannot be attributed to any party of the Contract. Force majeure, established under the law, exonerates the parties in case of failure to execute totally or partially the obligations under this Contract, as long as the force majeure is in force, and only if the other party has been duly notified. It is not considered to be force majeure an event similar to those presented above, that, without creating an impossibility of execution, makes the execution of the obligations very difficult for one of the parties.

2. The parties shall take all measures at their disposal to limit the consequences of force majeure.
3. The execution of the Contract may be suspended from the occurrence of force majeure during the whole period of its action.
4. In case the Contract must be suspended under this reason, for a period longer than 3 (three) months, the Managing Authority has the right to decide on the continuation / modification / termination of the contract.

Article 16

Ownership/use of results, revenues generated

1. An operation comprising investment in infrastructure or productive investment shall repay the contribution from the ESI Funds if within five 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 the 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.

The Lead Beneficiary is obliged to notify the Joint Secretariat of any such changes described beforehand.
2. Ownership, title and industrial and intellectual property rights in the outputs of the Project and the reports and other documents relating to it shall vest in the Project Participants. Leasing, handing over/selling or transferring the rights of use of the outputs of the Project is only possible with the prior written consent of the Managing Authority and only in case if all the rights and obligations following from the present Contract and connected to the subject of matter will be transferred to the new party.
3. The use of the results of the Project shall be agreed upon by the Lead Beneficiary and the Joint Secretariat in order to guarantee a widespread publicity of such results and in order to make them available to the public.
4. The Lead Beneficiary and the Joint Secretariat shall find individual arrangements in those cases where intellectual property rights (such as for data acquired for the Project which do not belong to public domain) already exist.
5. In line with Article 61(3) of the CPR potential net revenue of the Project shall be determined in advance by the method defined in the Call for Proposals. The eligible expenditure of the Project to be co-financed from the Programme shall be reduced by the net revenue not taken into account at the time of approval of the Project directly generated only during its implementation, not later than at the Final Application for Payment submitted by the Lead Beneficiary. Where not all the costs are eligible for co-financing, the net revenue shall be allocated pro rata to the eligible and non-eligible parts of the cost. In case net revenue is generated by the Project after its completion Article 61 of the CPR shall apply.

Article 17 Concluding provisions

1. If any provision in the present Contract should be entirely or partly ineffective, the remaining provisions remain binding for the Parties. The Parties to the Contract undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective provision.
2. Amendments and supplements to the present Contract must be in written form.
3. All correspondence with the Managing Authority / Joint Secretariat under the present Contract must be in English language and has to be sent to the following address:

HU-HR Joint Secretariat
Szép utca 2, IV. em.
1053 Budapest, Hungary

Name of JS programme manager: Bedeniković Antonija
E-mail: bedenikovic@huhr-cbc.com
Telephone: +38531221848

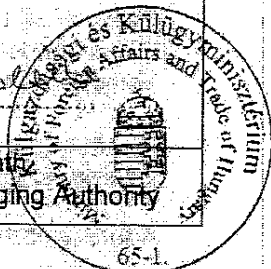
4. All correspondence with the Lead Beneficiary under the present Contract must be in English language and has to be sent to the following address:

Address of the Lead Beneficiary: 40000 Čakovec, Kralja Tomislava 15, Croatia

Name of contact person: Damira Vresk
E-mail: damira@cakra.hr
Telephone: +38540311230, +385994311230

5. The Lead Beneficiary declares that the Contact Person of this Subsidy Contract, the Employees involved and the Beneficiaries have been informed of the processing of his / her personal data required for the performance of this Contract and of his / her rights under the General Data Protection Regulation prior to the transfer of the personal data. The General Data Protection Information of the Programme is available on the Programme website – www.huhr-cbc.eu / www.huhr-cbc.com.
6. The present Contract is concluded in English language. In case of translation of the present Contract and of its Annexes into another language, the English version shall prevail.
7. The Annexes to this Contract are binding and form an integral part of the Subsidy Contract.
8. The present Contract is governed by Hungarian law and all matters not regulated in the Contract are subject to the legal understanding laid down in the Hungarian Civil Code (Act V. of 2013). In case of differences that are not ruled by the present Contract, the Parties agree to find an amicable and mutually acceptable solution. If the Parties fail to do so, all disputes arising in connection with the Subsidy Contract shall be settled by the Buda Central District Court.
9. The present Contract is signed in three original copies of which one remains at the Lead Beneficiary and two original copies are to be returned to the Joint Secretariat.

10. The Subsidy Contract enters into force on the date of signature by the last of both Parties.
11. The present Contract shall remain in force until the Lead Beneficiary has discharged in full its obligations arising from the Subsidy Contract towards the Managing Authority, i.e. as long as any duties linked to the EU funding might be claimed.

Place and date: <i>ČAKOVEC, 8 SEPTEMBER 2020</i>	Place and date: <i>Budapest, 25 August 2020</i>
Lead Beneficiary represented by  <i>[Signature]</i>	Managing Authority represented by <i>[Signature]</i>
<i>Stjepan Kovač</i> Mayor	<i>Nikoletta Horváth</i> Deputy Head of the Managing Authority 

Annexes to the Subsidy Contract

- I. Application
- II. Partnership Agreement signed by each Project Participant
- III. List of documents to be retained
- IV. Applicable project specific State aid rules

Annex III
List of documents to be retained

No.	Document
1.	Approved application
2.	Notification letter from the Managing Authority awarding subsidy
3.	Subsidy Contract (and its amendments)
4.	Partnership Agreement (and its amendments)
5.	Beneficiary Reports
6.	Declarations on Validation of Expenditure
7.	Reports (meaning Project Reports, Final Project Report and Project Follow-up Reports)
8.	Applications for Reimbursement
9.	Each invoice and accounting document of probative value related to project expenditure (originals to be retained at the premises of the Project Participant concerned)
10.	All supporting documents related to project expenditure (e.g. payslips, bank statements, public procurement documents etc.) to be retained at the premises of the Project Participant concerned
11.	All project deliverables (all material produced during the project period)
12.	If relevant, documentation related to on-the-spot checks of the Control Bodies (to be retained at the premises of the Project Participant concerned)
13.	If relevant, documentation of monitoring visits of the Joint Secretariat / Managing Authority
14.	If relevant, audit reports
15.	If relevant, the Lead Beneficiary's / Beneficiaries' Subsidy Contracts on State contribution and the related documents

Annex IV

Applicable project specific State aid rules

Relevant to the project / Not relevant to the project

Applicable State aid rules for the Lead Beneficiary (...)

In the frame of this Subsidy Contract the above mentioned Lead Beneficiary will receive **de minimis aid** in amount of EUR in accordance with Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 352/1 24.12.2013). The total de minimis aid granted to any one undertaking shall not exceed 200 000 EUR over any period of three fiscal years or 100 000 EUR in the road transport sector.

Based on the declaration of the Lead Beneficiary, it has not received de minimis aid during the present fiscal year (2019) and the two fiscal years before, which would exceed the limit of 200 000 EUR.

All the documents and records in relation to de minimis aid must be maintained until ... (for 10 fiscal years from the date on which the aid was granted) and shall be provided to the European Commission or the Managing Authority or the body designated for the validation of expenditures (Széchenyi Programme Office, Territorial Offices in Pécs and Zalaegerszeg / Ministry of Regional Development And EU Funds, Zagreb) upon request within 20 working days.

The Partner must respect the following legal framework:

- national legislation
- Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 352/1 24.12.2013)

Applicable State aid rules for the Beneficiary (...):

In the frame of this Subsidy Contract the above mentioned Partner will receive **de minimis aid** in amount of EUR in accordance with Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 352/1 24.12.2013). The total de minimis aid granted to any one undertaking shall not exceed 200 000 EUR over any period of three fiscal years or 100 000 EUR in the road transport sector.

Based on the declaration of the Partner, it has not received de minimis aid during the present fiscal year (2019) and the two fiscal years before, which would exceed the limit of 200 000 EUR.

All the documents and records in relation to de minimis aid must be maintained until ... (for 10 fiscal years from the date on which the aid was granted) and shall be provided to the European Commission or the Managing Authority or the body designated for the validation of expenditures (Széchenyi Programme Office, Territorial Offices in Pécs and Zalaegerszeg

/ Ministry of Regional Development And EU Funds, Zagreb) upon request within 20 working days.

The Partner must respect the following legal framework:

- national legislation
- Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 352/1 24.12.2013)

Project ID	HUHR/1901/2.2.1/0117	Project acronym	Eco Bridge
Lead Beneficiary	Grad Čakovec, Town of Čakovec		



Project form

(Annex I. of the Subsidy contract)

Title of the project	Restoration of ecological diversity in the border area of Međimurje and Zala County		
Priority axis	2 - Sustainable use of natural and cultural assets		
Specific objective Component	2.2 - Restoring the ecological diversity in the border area 2.2.1 - Restoring the ecological diversity in the border area*		
Total budget	1 372 557,10 EUR		
EU contribution	1 166 673,53 EUR		
National contribution	64 341,06 EUR	Hungary	64 341,06 EUR
		Croatia	0,00 EUR
Own contribution	141 542,51 EUR	Own public contribution	141 542,51 EUR
		Own private contribution	0,00 EUR
Start date of project	01/09/2020	End date of project	31/08/2022
Duration of the project (in month)		24	

Project ID:	HUHR/1901/2.2.1/0117	Project acronym:	Eco Bridge
Lead Beneficiary:	Grad Čakovec, Town of Čakovec		

1. Project partnership

Role	Official name of the organization (in original language)	Country	NUTS III region or equivalent	NUTS V - settlement(s)
LB	Grad Čakovec	Croatia	Međimurska županija	Čakovec
B1	Međimurska županija	Croatia	Međimurska županija	Čakovec
B2	Međimurska priroda - Javna ustanova za zaštitu prirode	Croatia	Međimurska županija	Križovec
B3	Letenye Varos Onkormanyzata	Hungary	Zala megye	Letenye
B4	Balaton-felvidéki Nemzeti Park Igazgatóság	Hungary	Veszprém megye	Csopak

Project reporting periods

	From date	To date	Reporting deadline
1	01/09/2020	31/12/2020	21/03/2021
2	01/01/2021	30/04/2021	19/07/2021
3	01/05/2021	31/08/2021	19/11/2021
4	01/09/2021	31/12/2021	21/03/2022
5	01/01/2022	30/04/2022	19/07/2022
6	01/05/2022	31/08/2022	09/12/2022

Location of the project implementation

Beneficiary	Country	NUTS III region or equivalent	NUTS V - settlement(s)
LB - HR - Čakovec	Croatia	Međimurska županija	Čakovec
B1 - HR - Međimurska županija	Croatia	Međimurska županija	Čakovec
B2 - HR - Međimurska priroda	Croatia	Međimurska županija	Čakovec
B3 - HU - Letenye	Hungary	Zala megye	Letenye

Project ID	HUHR/1901/2.2.1/0117	Project acronym	Eco Bridge
Lead Beneficiary	Grad Cakovec, Town of Cakovec		

B4 - HU - BfNPI

Hungary

Zala megye

Letenye

Project ID:	HUHR/1901/2.2.1/0117	Project acronym:	Eco Bridge
Lead Beneficiary:	Grad Čakovec, Town of Čakovec		

2. Beneficiary data

Lead Beneficiary

General data of the beneficiary

Official name in original language	Grad Čakovec		
Official name in English	Town of Čakovec		
Abbreviated name	Čakovec		
Type of institution	Local government		
Website	www.cakovec.hr		
Legal status	Public organization	Registry number	2581221
National tax number	44427688822	Community tax number	HR44427688822
Date of foundation	30/12/1990	Founder organisation	Republic of Croatia – Act on Counties, Cities and Municipalities in the Republic of Croatia

Address and contact information

Addresses of the Organization	Official address	Branch office address	Mailing address
Country	Croatia	Croatia	Croatia
NUTS III or equivalent	Međimurska županija	Međimurska županija	Međimurska županija
Postal code	40000	40000	40000
Settlement	Čakovec	Čakovec	Čakovec
Street, number, PO Box	Kralja Tomislava 15	Kralja Tomislava 15	Kralja Tomislava 15

Legal representative of the organization		Contact person	
Title	Mr.	Title	Ms.
Name	Sljepan Kovac	Name	Damira Vresk
Position	Mayor	Position	Director

Project ID	HUHR/1901/2.2.1/0117	Project acronym	Eco Bridge
Lead Beneficiary	Grad Cakovec, Town of Cakovec		

Mobile phone	+385992202332	Mobile phone	+385994311230
Office phone	+38540314920	Office phone	+38540311230
E-mail	cakovec@cakovec.hr	E-mail	damira@cakra.hr

Beneficiary 1

General data of the beneficiary

Official name in original language	Medimurska županija		
Official name in English	Medimurje County		
Abbreviated name	Medimurska županija		
Type of institution	Local government		
Website	www.medimurska-zupanija.hr		
Legal status	Public organization	Registry number	02672880
National tax number	09161580297	Community tax number	HR09161580297
Date of foundation	30/12/1990	Founder organisation	Republic of Croatia - Act on Counties, Cities and Municipalities in the Republic of Croatia

Address and contact information

Addresses of the Organization	Official address	Branch office address	Mailing address
Country	Croatia	Croatia	Croatia
NUTS III or equivalent	Medimurska županija	Medimurska županija	Medimurska županija
Postal code	40000	40000	40000
Settlement	Čakovec	Čakovec	Čakovec
Street, number, PO Box	Rudera Boškovića 2	Rudera Boškovića 2	Rudera Boškovića 2

Legal representative of the organization		Contact person	
Title	Mr.	Title	Ms.
Name	Matija Posavec	Name	Sandra Majsan

Project ID:	HUHR/1901/2.2.1/0117	Project acronym:	Eco Bridge
Lead Beneficiary:	Grad Čakovec, Town of Čakovec		

Position:	County Prefect	Position:	Head of Department
Mobile phone:	+38540374201	Mobile phone:	+385993134179
Office phone:	+38540374201	Office phone:	+38540395571
E-mail:	zupan@medimurska-zupanija.hr	E-mail:	sandra.majsan@redea.hr

Beneficiary 2

General data of the beneficiary

Official name in original language	Medimurska priroda - Javna ustanova za zaštitu prirode		
Official name in English	Medumurje Nature - Public Institution for Nature Protection		
Abbreviated name	Medimurska priroda		
Type of institution	Budgetary organisation of a local government		
Website	www.medimurska-priroda.info		
Legal status	Public organization	Registry number	070073211
National tax number	35686623551	Community tax number	HR35686623551
Date of foundation	28/10/2005	Founder organisation	Medimurska županija

Address and contact information

Addresses of the Organization	Official address	Branch office address	Mailing address
Country	Croatia	Croatia	Croatia
NUTS III or equivalent	Medimurska županija	Medimurska županija	Medimurska županija
Postal code	40315	40315	40315
Settlement	Križovec	Križovec	Križovec
Street, number, PO Box	Trg medimurske prirode 1	Trg medimurske prirode 1	Trg medimurske prirode 1

Legal representative of the organization		Contact person	
Title	Mr.	Title	Mr.
Name	Siniša Golub	Name	Zoran Šardi
Position	director	Position	project manager

Project ID	HUHR/1901/2.2.1/0117	Project acronym	Eco Bridge
Lead Beneficiary	Grad Čakovec, Town of Čakovec		

Mobile phone	+385951866297	Mobile phone	+385959958955
Office phone	+38540866297	Office phone	+38540866297
E-mail	golub@medjimurska-priroda.info	E-mail	projekti@medjimurska-priroda.info

Beneficiary 3

General data of the beneficiary

Official name in original language	Letenye Varos Onkormanyzata		
Official name in English	Municipality of Letenye		
Abbreviated name	Letenye		
Type of institution	Local government		
Website	www.letenye.hu		
Legal status	Public organization	Registry number	734323
National tax number	15734329-2-20	Community tax number	
Date of foundation	30/06/1990	Founder organisation	Hungarian Government

Address and contact information

Addresses of the Organization	Official address	Branch office address	Mailing address
Country	Hungary	Hungary	Hungary
NUTS III or equivalent	Zala megye	Zala megye	Zala megye
Postal code	8868	8868	8868
Settlement	Letenye	Letenye	Letenye
Street, number, PO Box	Kossuth Lajos u. 10	Kossuth Lajos u. 10	Kossuth Lajos u. 10

Legal representative of the organization		Contact person	
Title	Mr.	Title	Mr.
Name	Szilard Farkas	Name	Imre Simonyai
Position	Mayor	Position	Head of Works Department
Mobile phone	+36309369259	Mobile phone	+36302887602

Project ID:	HUHR/1901/2.2.1/0117	Project acronym:	Eco Bridge
Lead Beneficiary:	Grad Čakovec, Town of Čakovec		

Office phone:	+3693544970	Office phone:	+3693544970
E-mail:	farkas.szilard@letenye.hu	E-mail:	muszak@letenye.hu

Beneficiary 4

General data of the beneficiary

Official name in original language	Balaton-felvideki Nemzeti Park Igazgatóság		
Official name in English	Balaton-felvideki National Park Directorate		
Abbreviated name	BfNPI		
Type of institution	Budgetary organisation of the central state budget		
Website			
Legal status	Public organization	Registry number	0
National tax number	15325770-2-19	Community tax number	HU15325770
Date of foundation	01/12/1990	Founder organisation	Magyar Állam

Address and contact information

Address of the Organization	Official address	Branch office address	Mailing address
Country:	Hungary	Hungary	Hungary
NUTS III. or equivalent:	Veszprém megye	Zala megye	Veszprém megye
Postal code:	8229	8900	8229
Settlement:	Csepak	Zalaegerszeg	Csepak
Street, number, PO Box:	Kossuth u. 16.	Alsoerdei ut 6.	Kossuth u. 16.

Legal representative of the organization		Contact person	
Title:	Mr.	Title:	Ms.
Name:	Zoltan Puskas	Name:	Agnes Papp
Position:		Position:	
Mobile phone:	+3687555265	Mobile phone:	+36704692286
Office phone:	+3687555265	Office phone:	+36704692286

Project ID	HUHR/1901/2.2.1/0117	Project acronym	Eco Bridge
Lead Beneficiary	Grad Čakovec, Town of Čakovec		

E-mail	puskaszo@bfnp.hu	E-mail	papp@bfnp.kvvm.hu
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3. Project summary

The idea of the project was based on the fact that Hungary and Croatia share natural resources that lie between the borders of their countries and is linked together with the Mura and Drava River. In our project, we are focusing on questions concerning the stability of the local eco-systems and landscapes, habitats for native species – more specifically to birds – and damages by the invasive races. Since these habitats are located along the borders of Hungary and Croatia, along the Mura-Drava Valley it has to be a joint effort by Letenye, Zala and Čakovec, Medimurje to assess and protect these areas and – since these animals also live in cities – also research how we can provide these animals better living conditions in an urban environment. With our strategy, we believe that we are able to help restore the ecological diversity in the border area. Our goal is to assess the current situation with a comprehensive study by our supporting institutions such as natural parks and bird experts from both sides. Based on the combined results we will jointly develop an action plan where the focus is the formation of Special bird protection areas and the ways to contribute to conservation of their area of living either in national parks or in cities. Therefore, project overall objective is to improve ecological status of natural habitats in the bordering region of Medimurje and Zala County. Specific project objectives are: to research and set up a monitoring system in order to assure preconditions to increase the number of habitats with „A. excellent conservation” status; to improve biodiversity and increase the quality of natural habitats at pilot locations in Čakovec and Letenye; to raise awareness on nature protection and promote responsible management of natural sites. Our designated project areas are the Valley of the Mura-Drava Rivers and the surroundings of the two cities (Čakovec and Letenye). Planned duration of the project is 24 months, during years 2020 and 2021. Target groups of the project are general public, preschool and elementary school children, students, researchers and research institutes, NGO members, experts from project partner's organizations, local policy makers and planners. The implementation of project includes 5 partners: Town of Čakovec (LB), Medimurje County (B1), Medimurje Nature (B2), Town of Letenye (B3), Balaton-felvidéki Nemzeti Park Igazgatósága (B4). Project includes 5 groups of activities: 1. Project administration and management 2. Information and publicity, 3. Biodiversity impact research in Medimurje and Zala border area, 4. Pilot projects of parks revitalization in border area, 5. Raising ecological awareness in Medimurje and Zala County border area. All partners are included in all before mentioned groups of activities and responsible for their activities within groups of activities. Expected results of the project are (all with an impact on both sides of the CB area equally): 1. Developed action plan for assuring preconditions to contribute to conservation of bird habitats, 2. Improved biodiversity and increased quality of natural habitats by implementing small scale investments as pilot locations in Čakovec and Letenye, 3. Positive attitude and increased awareness of the importance of nature protection and the importance of biodiversity.

Project ID	HUHR/1901/2.2.1/0117	Project acronym	Eco Bridge
Lead Beneficiary	Grad Cakovec, Town of Cakovec		

4. Indicators

Programme - Result							
Indicator ID	Name of indicator	Type	Unit	Base value	Total target value	Target value per beneficiaries	Description
2.2 - SO1	Number of habitats with „A. excellent“ status of selected Special Bird Protection Areas	Result	number	0.000000	10.000000	LB - HR - Cakovec	0.000000
						B1 - HR - Medimurska županija	0.000000
						B2 - HR - Medimurska županija	8.000000
						B3 - HU - Lelešye	0.000000
						B4 - HU - BINPI	2.000000
According to the Programme-specific result indicators the baseline value in year 2014 was 179 habitats with A-excellent status. There are more than 60 bird habitats in Medimurje and Zala, and 80 % of them have B-good status. We are focusing on raising the conservation status of 10 bird species with B to A: Alcedo athys, Anas crecca, Anas penelope, Anas strepera, Aythya ferina, Aythya fuligula, Bucephala clangula, Argetta alba, Cygnus olor and Ficedula albicollis and in this way the indicator target value will be increased to 189. Set of activities to reach status A include joint monitoring system to observe status of habitats.							

Project ID	HUHR/1901/2.2.1/0117	Project acronym	Eco Bridge
Lead Beneficiary	Grad Cakovec, Town of Cakovec		

innovative pilot actions and education for nature experts. Experts from B2 and B4 will monitor the status of habitats and will provide information regarding the status from State institutions/Natural Park at the end of the project implementation, but with regards that some of the habitats will need longer time to improve (5-10 years).

Programme - Output									
Indicator ID	Name of indicator	Type	Unit	Base value	Total target value	Target value per beneficiaries	Description		
2.2 - SO2	Surface area of habitats supported to attain a better conservation status	Output	hectares	0.000000	2 800.000000	LB - HR - Cakovec	We'll implement activities to improve 2800 ha: a series of innovative pilot actions and conduct a number of education activities with nature experts for monitoring the conservation status. B2 and B4 will be in charge of providing the information regarding the target value yearly, but with regards that some of the surface area of habitats will need longer time to improve (5-10 years).	0.000000	
						B1 - HR - Medimurska Zupanija		0.000000	
						B2 - HR - Medimurska Brdica		1 800.000000	
						B3 - HU - Letenje		0.000000	
						B4 - HU - BNPI		1 000.000000	

Project ID:	HUHR/1901/2.2.1/0117	Project acronym:	Eco Bridge
Lead Beneficiary:	Grad Cakovec, Town of Cakovec		

2.2 - SO3	Number of participants in joint education training schemes and awareness raising programmes	Output number	0.000000	565.000000	LB - HR Cakovec	235.000000	2 public forums for 80 participants (LB=80), 7 workshops for nature experts for 140 partic. (B2=80, B3=20, B4=40), 8 workshops for children for 120 partic. (LB=80, B3=40), 1 study visit for students for 25 partic. (B1=25), 3 opening ceremonies for 150 partic. (LB=50, B1=50, B3=50), 2 European Cooperation Days for 50 partic. (LB=25, B1=25), Supporting documents, attendance sheet, photography, reports
					B1 - HR Medimurska županija	100.000000	1 joint survey on biodiversity (B3), 1 joint action plan (B4), 1 study of locations for bird watching (B2), 1 Book on the importance of parks in urban ecosystems (B2), 1 set up monitoring network (B4), Supp documents electronic versions, reports
					B2 - HR Medimurska priroda	80.000000	
					B3 - HU Letenye	110.000000	
					B4 - HU BNPI	40.000000	
					LB - HR Cakovec	0.000000	
					B1 - HR Medimurska županija	0.000000	
					B2 - HR Medimurska priroda	2.000000	
					B3 - HU Letenye	1.000000	
					B4 - HU BNPI	2.000000	
2.2 - SO4	Number of joint international studies	Output number	0.000000	5.000000	LB - HR Cakovec	0.000000	
					B1 - HR Medimurska županija	0.000000	
					B2 - HR Medimurska priroda	2.000000	
					B3 - HU Letenye	1.000000	
					B4 - HU BNPI	2.000000	
					LB - HR Cakovec	0.000000	
					B1 - HR Medimurska županija	0.000000	
					B2 - HR Medimurska priroda	2.000000	
					B3 - HU Letenye	1.000000	
					B4 - HU BNPI	2.000000	

Project ID:	HUHR/1901/2.2.1/0117	Project acronym:	Eco Bridge
Lead Beneficiary:	Grad Čakovec, Town of Čakovec		

General Result	Indicator ID	Name of indicator	Type	Unit	Base value	Total target value	Target value per beneficiary	Description
	G04	Number of people directly benefiting from the project (e.g. participants of events, trainings, workshops, etc.)	Result	persons	0.000000	625.000000	LB - HR - Čakovec B1 - HR - Medimurska županija B2 - HR - Medimurska županija B3 - HU - Letenje B4 - HU - BNPI	2 public forums (LB=80), 7 workshops for nature experts (B2=80, B3=20, B4=40), 6 workshops for children (LB=80, B3=40), 1 study visit for students (B1=25) 3 opening ceremonies (LB=50, B1=50, B3=50), 2 European Cooperation Days (LB=25, B1=25) 2 conferences (LB=30 opening, B3=30 closing), Supporting documents, attendance sheet, photography, reports.

General Output	Indicator ID	Name of indicator	Type	Unit	Base value	Total target value	Target value per beneficiary	Description
	G03	Size of basic area of newly constructed/renovated infrastructure	Output	m2	0.000000	153.603.000.000	LB - HR - Čakovec B1 - HR - Medimurska županija	The investments will be mostly in green infrastructure - 3 urban parks and green areas only, 1 visitor center in Letenje will be renovated (LB=1 Park Zrinski in Čakovec, B1=1 Park of

Project ID:	HUHR/1901/2.2.1/0117	Project acronym:	Eco Bridge
Lead Beneficiary:	Grad Cakovec, Town of Cakovec		

G05	Number of project events (conference, workshop, meeting, seminar, study tour, exchange programs etc.)	Output	pcs	0,000000	23,000000	B2 - HR - Medimurska priroda B3 - HU - Letenje B4 - HU - BNPI	0,000000 1 802,000000 0,000000	Knowledge Centre in Cakovec (B3=1 botanical garden/arborum and 1 visitor center in Letenje. Supporting documents, construction reports, reports, photography
						LB - HR - Cakovec	9,000000	2 public forums (LB=2) 6 workshops for children (LB=4 B3=2) 2 EOD (LB=1, B1=1) 3 opening ceremonies (LB=1 B1=1, B3=1) 1 study visit (B1=1) 7 workshops for nature experts (B2=4, B3=1, B4=2), opening/closing conference (LB=1, B3=1). Supporting documents, attendance sheet, photography, reports
						B1 - HR - Medimurska županija B2 - HR - Medimurska priroda B3 - HU - Letenje B4 - HU - BNPI	3,000000 4,000000 5,000000 2,000000	
						LB - HR - Cakovec B1 - HR - Medimurska županija B2 - HR - Medimurska priroda	0,000000 0,000000 2,000000	1 joint survey on biodiversity (B3), 1 joint action plan (B4), 1 Study of localities for bird watching (B2), 1 Book on the Importance of parks in urban ecosystems (B2), 1 set up monitoring network (B4).
G07	Number of newly elaborated/harmonised documents (development plans, studies, researches, surveys, technical and training materials)	Output	pcs	0,000000	5,000000	B1 - HR - Medimurska županija B2 - HR - Medimurska priroda	0,000000 2,000000	

Project ID	HUHR/1901/2.2.1/0117	Project acronym	Eco Bridge
Lead Beneficiary	Grad Čakovec, Town of Čakovec		

	B3 - HU - Letenje	1,000,000	Supp documents electronic versions, reports
	B4 - HU - BINPI	2,000,000	

Horizontal Indicator ID	Horizontal Output	Name of Indicator	Type	Unit	Base value	Total target value	Target value per beneficiary	Description
H03		Number of awareness raising events (workshops, trainings, educational programmes) targeting or promoting sustainable development, environmental education and natural assets	Output	pcs	0,000,000	21,000,000	LB - HR - Čakovec	2 public forums (LB=2), 6 workshops for children (LB=4, B3=2), 2 ECD (LB=1, B1=1), 3 opening ceremonies (LB=1, B1=1, B3=1), 1 study visit (B1=1), 7 workshops for nature experts (B2=4, B3=1, B4=2), Supporting documents, attendance sheet, photography, reports
							B1 - HR - Međimurska županija	
							B2 - HR - Međimurska županija	
							B3 - HU - Letenje	
							B4 - HU - BINPI	
H05		Number of project activities/events involving marginalized communities (minorities, Roma people, disadvantaged people, refugees,	Output	pcs	0,000,000	3,000,000	LB - HR - Čakovec	1 public forum (LB), 2 workshops for children (LB=1, B3=1)
							B1 - HR - Međimurska županija	Supporting documents, attendance sheet, photography, reports

Project ID:	HUHR/1901/2.2.1/0117	Project acronym	Eco Bridge
Lead Beneficiary:	Grad Čakovec, Town of Čakovec		

and/or people with disabilities)	B2 - HR - Medimurska priroda	0,000000
	B3 - HU - Letenje	1,000000
	B4 - HU - BrNP	0,000000

Indicator ID	Name of indicator	Type	Unit	Base value	Total target value	Target value per beneficiaries	Description
2.2 - C08	Number of protected species influenced positively by the project	Result	pcs	0,000000	10,000000	LB - HR - Čakovec B1 - HR - Medimurska županija B2 - HR - Medimurska priroda B3 - HU - Letenje B4 - HU - BrNP	Our project is on raising the conservation status of 10 bird species with B to A. Alcedo althia, Anas crecca, Anas penelope, Anas strepera, Aythya ferina, Aythya fuligula, Bucephala clangula, Ardea alba, Cygnus olor and Ficedula albicollis, but indirectly other bird species will be also positively influenced by the project - there are more than 60 bird species in Zala and Medimurje.

Project ID	HUHR/1901/2.2.1/0117	Project acronym	Eco Bridge
Lead Beneficiary	Grad Čakovec, Town of Čakovec		

Component specific - Output					Target value per beneficiaries		Description
Indicator ID	Name of Indicator	Type	Unit	Base value	Total target value		
2.2 - C05	Number of bird/animal watching sites established in the project	Output	pcs	0.000000	4.000000	LB - HR - Čakovec	According to the Study of determining suitable locations for bird watching in TBR MDD area certain number of bird watching sites will be established. estimated 4 sites.
						B1 - HR - Međimurska županija	
						B2 - HR - Međimurska priroda	
						B3 - HU - Letenje	
						B4 - HU - BNPI	
2.2 - C13	Number of nature conservation organizations involved in the project	Output	pcs	0.000000	2.000000	LB - HR - Čakovec	Međimurska priroda (B2) and BNPI (B4) are nature conservation organizations involved in the project as partners and they will make their contribution as experts in the field of nature conservation and the protection of bird habitats
						B1 - HR - Međimurska županija	
						B2 - HR - Međimurska priroda	
						B3 - HU - Letenje	
						B4 - HU - BNPI	

Project ID:	HUHR/1901/2.2.1/0117	Project acronym:	Eco Bridge
Lead Beneficiary:	Grad Cakovec, Town of Cakovec		

Project specific Result						
Indicator ID	Name of indicator	Type	Unit	Base value	Total target value	Target value per beneficiaries
Defined on Project level Result	Number of visitors of Visitor Center in Letenje	Result	persons	0.000000	250.000000	Target value realized by LB/Bs
						Closing event for partners and stakeholders in Visitor Center LB:5 B1:5 B2:5 B3:30 B4:5
						Eco workshop for adults about environmental preservation and protection B3:20
						Study day connected to opening ceremony B3:50
						Study day for children B3:30
Defined on Project level Result	Number of people participating in bird recognition educational activities	Result	persons	0.000000	20.000000	Visits from the general public, SMEs, NGOs, Civil Society B3:100
						(supporting doc: visitor center report, nr of tickets)
						In scope of Act 5:
						Setting up monitoring system to improve status of bird habitats- min 20 people will be educated in the field of bird recognition in order to monitor and collect the data. The data collected will help to prevent future
Defined on Project level Result	Number of people participating in bird recognition educational activities	Result	persons	0.000000	20.000000	LB - HR - Cakovec
						B1 - HR - Medimurska županija
						B2 - HR - Medimurska županija
						B3 - HR - Medimurska županija
						B4 - HR - Medimurska županija
Defined on Project level Result	Number of people participating in bird recognition educational activities	Result	persons	0.000000	20.000000	LB - HR - Cakovec
						B1 - HR - Medimurska županija
						B2 - HR - Medimurska županija
						B3 - HR - Medimurska županija
						B4 - HR - Medimurska županija

Project ID	HUHR/1901/2.2.1/0117	Project acronym	Eco Bridge
Lead Beneficiary	Grad Čakovec, Town of Čakovec		

			B3 - HU - Letenje	0.000000	adverse changes and encourage specific protection measures
			B4 - HU - BNPI	10.000000	

Project specific Output					
Indicator ID	Name of indicator	Type	Unit	Base value	Total target value
					Target value per beneficiaries
					LB - HR - Čakovec
					B1 - HR - Medimurska županija
					B2 - HR - Medimurska priroda
					B3 - HU - Letenje
					B4 - HU - BNPI
Defined on Project level Output	Number of communication managers designated at the LB/B in the partnership	Output	persons	0.000000	2.000000
					2 communication managers will be designated in our project and they will coordinate information and publicity activities

Project ID:	HUHR/1901/2.2.1/0117	Project acronym:	Eco Bridge
Lead Beneficiary:	Grad Čakovec, Town of Čakovec		

5. Project activities

1 Activities			
1.1 - Project administration and management			
Activity description:	This activity will assure required progress of all foreseen activities. LB will bear the responsibility for coordination of all project Bs and their duties, through regular communication via e-mail, Skype and 8 joint project meetings. The project team management will be composed of 9 representatives of all Beneficiaries.		
Location of the activity:	Medimurje County, Zala County		
Other information:	LB's JS		
Estimated cost (EUR):	88 948.80		
1.2 - Information and publicity			
Activity description:	The purpose of this activity is to assure dissemination of results achieved by the project and the financial contribution of the Interreg V-A Hungary-Croatia Programme. It includes design of the project logo, updating the existing web site of project partners and social media sites with information about the project, publishing articles in newspapers, prepare roll-ups and promotional kit. Also, this activity includes European Cooperation Day celebration in 2020 and 2021. Opening and closing conference will be also organized.		
Location of the activity:	Medimurje County, Letenye		
Other information:	Media, general public, nature experts		
Estimated cost (EUR):	55 154.00		
1.3 - Determining measures for more effective management of protected natural areas			
Activity description:	In order to improve the ecological status of parks, joint biodiversity park research by external experts will be carried out with proposed measures to improve management. Also, in view of the growing pressure of the stakeholders on the core in the		

Project ID:	HUHR/1904/2.2.1/0117	Project acronym:	Eco Bridge
Lead Beneficiary:	Grad Cakovec, Town of Cakovec		

Transboundary Biosphere Reserve Mura Drava Danube area, suitable points for visiting the area will be defined. Know how regarding reservation of bird habitats will be transferred between B2-B4.			
Location of the activity:	Medimurje County, Zala County		
Other information:	Nature conservation experts, researchers, NGO members, local policy makers and planners, project partner members B2-B4		
Estimated cost (EUR):	152 099,60		
1.4 - Innovative pilot actions in border area			
Activity description:	Based on the results of the survey on biodiversity these set of activities will include setting up innovative measuring system, installing bird watching equipment, hotels for insects, bird houses, bat houses, hedgehog shelters, etc., in the SPA Drava reservoir area, the Natura 2000, river bank will be cleaned, all for the purposes on setting up monitoring network to observe the status of habitats and improve management.		
Location of the activity:	Medimurje County, Zala County		
Other information:	NGO members: general public, nature conservation experts		
Estimated cost (EUR):	75 250,00		
1.5 - Setting up monitoring system to improve status of bird habitats			
Activity description:	Training regarding bird recognition will be organized and held for nature experts and interested general public with purpose to set up a monitoring network to observe species and habitats. Monitoring of bird habitats will consists of regular observations and measurements of selected elements of conservation (number of the birds, habitat conditions), conducted for the purpose of obtaining information on changes occurring in them at a specific time, as well as gathering and updating information about other important elements of habitats, and on directions and rates of these changes. The data collected should help to prevent future adverse changes and encourage specific protection measures to be undertaken as well as to predict the responses of the studied elements of habitats to further changes in the environment.		
Location of the activity:	Medimurje County, Zala County		
Other information:	Project partner members B2-B4, NGO members, general public		
Estimated cost (EUR):	21 329,60		

Project ID:	HUHR/1901/2.2.1/0117	Project acronym:	Eco Bridge
Lead Beneficiary:	Grad Čakovec, Town of Čakovec		

1.6 - Pilot action in park revitalization of Perivoj Zrinski

Activity description:	Interpretation plan of the revitalized city parks will be made with purpose to increase understanding, appreciation of nature, heritage, of site resource, and will raise awareness of the importance of parks in urban ecosystems. It is necessary to analyze the existing interpretation system in the parks, and find more synchronize proposal of park management. Pilot action in parks revitalization "Perivoj Zrinski" stretches to 14 hectares of land in the center of Čakovec, and is a protected monument of park architecture. It is one of the Town symbols. This revitalization will contribute to improved biodiversity and increased quality of natural habitats. Opening ceremony of Perivoj Zrinski for 40 participants will be organised.		
Location of the activity:	Medimurje County		
Other information:	General public		
Estimated cost (EUR):	175 783,50		

1.7 - Pilot action in revitalization of park Knowledge Center

Activity description:	Interpretation plan of the revitalized city parks will be made with purpose to increase understanding, appreciation of nature, heritage, of site resource, and will raise awareness of the importance of parks in urban ecosystems. It is necessary to analyze the existing interpretation system in the parks, and find more synchronize proposal of park management. Pilot action in revitalization of park "Knowledge Center" - proposed small scale revitalization will be based on nature, historical spatial design and ambient characteristics of the park in former military complex, but with a new upgrade that will be acceptable to form new habitats for birds, mammals, plants and trees. Opening ceremony of park Knowledge Center for 50 participants will be organised.		
Location of the activity:	Medimurje County		
Other information:	General public		
Estimated cost (EUR):	407 650,00		

1.8 - Pilot actions in park revitalization of Letenje

Activity description:	With this architectural landscaping project the area of the Park gets an ecological purpose in the full sense of the word. The main expected result of the revitalization is to increase habitats of birds, vegetables, natural habitats for insects and small mammals in park, but also be a gathering place for bird observers.		
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Project ID:	HUHR/1901/2.2.1/0117	Project acronym:	Eco Bridge
Lead Beneficiary:	Grad Čakovec, Town of Čakovec		

Location of the activity:	Municipality of Letenje
Other information:	General Public
Estimated cost (EUR):	321 600,00
1.9. Raising Ecological awareness	
Activity description:	Events with the purpose of building positive attitude towards biodiversity preservation and natural heritage in general. Events will include: 2 public forums for general public, 7 joint workshops for nature experts and stakeholders (ecologists, fishermen, hunters, etc.) in the border region area, 6 workshops for children and 1 study trip for students from Čakovec who will visit SPA and SAC area in Medimurje to animate them to consider different approaches in the importance of preserving the bird habitats and ecological biodiversity in general.
Location of the activity:	Medimurje County, Zala County
Other information:	Nature experts and stakeholders, NGO members, local policy makers, general public, children, students
Estimated cost (EUR):	43 220,40

Project ID	HUHR/1901/2.2.1/0117	Project acronym	Eco Bridge
Lead Beneficiary	Grad Čakovec, Town of Čakovec		

6. Activity plan

Project ID:	HUHR/1901/2.2.1/0117	Project acronym:	Eco Bridge
Lead Beneficiary:	Grad Čakovec, Town of Čakovec		

All	No.	Activity Group name	Activity name	Beneficiary	RP1	RP2	RP3	RP4	RP5	RP6
	1	Activities			✓	✓	✓	✓	✓	✓
✓	1.1		Project administration and management		✓	✓	✓	✓	✓	✓
✓	1.1			LB - HR - Čakovec	✓	✓	✓	✓	✓	✓
✓	1.1			B1 - HR - Međimurska županija	✓	✓	✓	✓	✓	✓
✓	1.1			B2 - HR - Međimurska priroda	✓	✓	✓	✓	✓	✓
✓	1.1			B3 - HU - Letenje	✓	✓	✓	✓	✓	✓
✓	1.1			B4 - HU - BINPI	✓	✓	✓	✓	✓	✓
✓	1.2		Information and publicity		✓	✓	✓	✓	✓	✓
✓	1.2			LB - HR - Čakovec	✓	✓	✓	✓	✓	✓
✓	1.2			B1 - HR - Međimurska županija	✓	✓	✓	✓	✓	✓
✓	1.2			B2 - HR - Međimurska priroda	✓	✓	✓	✓	✓	✓
✓	1.2			B3 - HU - Letenje	✓	✓	✓	✓	✓	✓
✓	1.2			B4 - HU - BINPI	✓	✓	✓	✓	✓	✓
	1.3		Determining measures for more effective management of protected natural areas			✓	✓	✓	✓	✓

Project ID:	HUHR/1901/2.2.1/0117	Project acronym:	Eco Bridge
Lead Beneficiary:	Grad Čakovec, Town of Čakovec		

1.5	B3 - HU - Letenje	✓	✓	✓	✓	✓
1.5	B4 - HU - BNPI	✓	✓	✓	✓	✓
1.6	Pilot action in park revitalization of Perivoj Zrinski	✓	✓	✓	✓	✓
1.6	LB - HR - Čakovec	✓	✓	✓	✓	✓
1.6	B1 - HR - Medimurska županija					
1.6	B2 - HR - Medimurska priroda					
1.6	B3 - HU - Letenje					
1.6	B4 - HU - BNPI					
1.7	Pilot action in revitalization of park Knowledge Center	✓	✓	✓	✓	✓
1.7	LB - HR - Čakovec					
1.7	B1 - HR - Medimurska županija	✓	✓	✓	✓	✓
1.7	B2 - HR - Medimurska priroda					
1.7	B3 - HU - Letenje					
1.7	B4 - HU - BNPI					
1.8	Pilot actions in park revitalization of Letenje	✓	✓	✓	✓	✓

Project ID	HUHR/1901/2.2.1/0117	Project acronym	Eco Bridge
Lead Beneficiary	Grad Čakovec, Town of Čakovec		

7. Information and publicity

Events (e.g. opening/closing conference, workshops, fairs, information days etc.)								
No.	Communication tool	Language	Description	Responsible beneficiaries	Relevant reporting period	Quantity	No. of reached people	Target groups
1	Opening/closing Conference	HU-HR-EN	Opening conference of the project will be organized in Čakovec by LB, closing conference will be organized by Town of Letenye (B3). Used language will be Hungarian and Croatian (English if required by participants)	LB - HR - Čakovec B3 - HU - Letenye	1-6	0,00	0,00	Project partners, media, general public, 60 persons reached directly by attending conferences, more people reached through media coverage

Project ID	HUHR/1901/2.2.1/0117	Project acronym	Eco Bridge
Lead Beneficiary	Grad Čakovec, Town of Čakovec		

Events (e.g. opening/closing conference, workshops, fairs, information days etc.)								
No.	Communication tool	Language	Description	Responsible beneficiaries	Relevant reporting period	Quantity	No. of reached people	Target groups
2	European Cooperation Days	HR	European Cooperation Days will be organized in Čakovec as responsibility of LB (1 ECD in 2020) and B1 (ECD1 in 2021). LB is planning to organize workshops/quizzes/games for preschool and school children with purpose to develop positive attitude about importance of nature protection. B1 will organize joint events for promotion of natural resorts, protected areas, NATURA 2000 and smart cities.	LB - HR - Čakovec B1 - HR - Međimurska županija	3, 6	0,00	0,00	preschool and school children, general public – 50 persons are planned to be reached directly by attending this activity.

Project ID:	HUHR/1901/2.2.1/0117	Project acronym:	Eco Bridge
Lead Beneficiary:	Grad Čakovec, Town of Čakovec		

Mass media (newspaper articles, TV/radio coverage, press release/conference)								
No.	Communication tool	Language	Description	Responsible beneficiaries	Relevant reporting period	Quantity	No. of reached people	Target groups
4	Newspaper articles, press release, movie	HU-HR	will be prepared and published in local newspapers to promote and inform readers about the project, upcoming events, small-scale investments in project. 10 articles will be published by B3 and 3 press release by LB. Movie about the cross-border Biosphere reservation will be shoot - B4, to introduce the cross-border fish and bird species, to raise awareness for environmental protection and sustainability preservation and natural values.	LB - HR - Čakovec B2 - HR - Međimurska županija B3 - HU - Letenye B4 - HU - BNP	1, 2, 3, 4, 5, 6	0.00	0.00	nature experts general public - 2000 persons reached

Project ID	HUHR/1901/2.2.1/0117	Project acronym	Eco Bridge
Lead Beneficiary	Grad Čakovec, Town of Čakovec		

Promotional materials (e.g. leaflets, brochures, publications)								
No.	Communication tool	Language	Description	Responsible beneficiaries	Relevant reporting period	Quantity	No. of reached people	Target groups
5	Eco Bridge promo material, book, leaflets, brochures	HU-HR-EN	Promotional material will be designed, prepared and printed to assure Programme and project visibility for all project partners (roll up 5, posters 5). Trilingual brochure will be prepared by B3 for general public (200 pcs). Book on the importance of parks in urban ecosystems will be presented to the public.	LB - HR - Čakovec B2 - HR - Međimurska priroda B3 - HU - Letenye	1, 2, 3, 4, 5, 6	0.00	0.00	All target groups. 500 persons will be reached

Specific communication requirements for the projects for purchase of equipment / with works component								
No	Communication tool	Language	Description	Responsible beneficiaries	Relevant reporting period	Quantity	No. of reached people	Target groups
6	Stickers for all equipment	EN	stickers for all equipment will be purchased within Eco Bridge promo materials with purpose to assure visibility of financial contribution of the Interreg V-A-Hungary-Croatia Programme (as required by the information publicity and communication provisions)	LB - HR - Čakovec B2 - HR - Međimurska priroda B3 - HU - Letenye B4 - HU - BNPI	1, 2, 3, 4, 5, 6	0,00	0,00	General public

Project ID:	HUHR/1901/2.2.1/0117	Project acronym:	Eco Bridge
Lead Beneficiary:	Grad Čakovec, Town of Čakovec		

Specific communication requirements for the projects for purchase of equipment / with works component								
No	Communication tool	Language	Description	Responsible beneficiaries	Relevant reporting period	Quantity	No. of reached people	Target groups
7	Temporary billboard and permanent explanatory plaque	EN	are means for informing the public. All publicity rules of INTERREG V-A Hungary Croatia Programme will be applied	LB - HR - Čakovec B1 - HR - Međimurska županija B3 - HU - Letenye	1, 2, 3, 4, 5, 6	0,00	0,00	General public 3000 persons reached

Web								
No.	Communication tool	Language	Description	Responsible beneficiaries	Relevant reporting period	Quantity	No. of reached people	Target groups
8	Existing web pages of project partners	HU-HR	All partners will publish project informations on their websites during the project implementation	LB - HR - Čakovec B1 - HR - Medimurska županija B2 - HR - Medimurska županija B3 - HU - Letenye B4 - HU - BNPPI	1, 2, 3, 4, 5, 6	0.00	0.00	Project partners, general public, 1500 persons reached

Project ID	HUHR/1901/2.2.1/0117	Project acronym	Eco Bridge
Lead Beneficiary	Grad Čakovec, Town of Čakovec		

8. Infrastructure and works

Location of infrastructure and works

Project ID:	HUHR/1901/2.2.1/0117	Project acronym:	Eco Bridge
Lead Beneficiary:	Grad Cakovec, Town of Cakovec		

No	Beneficiary name	Permit required	All Related Topographical (lot) Numbers	Description
1	LB - HR Cakovec	Yes	2417, 2421, 2411/1, 2402, 5434, 2415/2, 2420, 2430, 2337/1, 2331, 2488/2, 2419, 2418, 2434/2	The investment includes preparatory and earth moving works, construction works (old pavilions removed and construction and refurbishment of walking trails), works with plant material (removal of trees and shrubs, planting of trees, shrubs and perennials and seeding of grass), restoration of garden-technical elements and phytosanitary care. Basic and most important are works with plant material to revitalize and increase biodiversity, all other activities are preparatory and accompanying in order to carry out revitalization activities.

Project ID:	HUHR/1901/2.2.1/0117	Project acronym:	Eco Bridge
Lead Beneficiary:	Grad Čakovec, Town of Čakovec		

2.	B1 - HR - Međimurska županija	Yes	1134/21/4 (from Land registry) 1729/7 (Cadaster)	The proposed small scale pilot action in revitalization of Park of Knowledge Center will be based on nature historical spatial design and ambient characteristics of the park in former military complex, but with a new upgrade that will be acceptable to form new habitats for birds, mammals, plants and trees. The park has a valuable, relatively healthy plant structure, mostly Montenegrin, which is not much in Čakovec, we will take all the necessary designer measures for its permanent preservation. Works on revitalization of the park include: • revitalising existing and creating new habitats for birds, insects, small mammals • redefining existing pavements in main pedestrian paths • defining new positions and the appearance of secondary pedestrian roads • rehabilitation of existing trees, plants, flowers etc. • and designing a new state of greenery in accordance with all the rules of landscape craftsmanship respecting the autochthonous of the area (planting new trees, plants, flowers...) • installing smart benches • the introduction of smart lighting (the lights will go off at night so that the birds and other residents in the park have peace and will only turn up if pedestrians go through the park • design of an outdoor gathering space ("amphitheater") for future education purposes • restoring existing vegetation and planting new ones: cca 37 new trees (for example Fraxinus excelsior, Acer platanoides and Tilia cordata), cca 2129 new plants • supply, delivery and installation of 11 trash bins, 12 benches and 2 smart benches • installation of smart lighting • setting up information boards The building that will be remodeled to become the Eco-Visitor Center is currently located at 8888, Lekenya, Kárpát, U. 12 (1851 of number) and is owned by the Municipality of Lekenya. The building will be renovated and made suitable for visitor center functions. The total area of the land is 1802 m2. After the planned small scale remodeling, the building will be perfectly suitable to operate as a visitor's center.
3.	B3 - HU - Lekenya	No	Beiterufat 1451	

Project ID:	HUHR/1901/2.2.1/0117	Project acronym:	Eco Bridge
Lead Beneficiary:	Grad Čakovec, Town of Čakovec		

Permits

No.	Beneficiary name	Type of permit	Identification / Registry number of permit	Date of request	Date of receipt	Description
1	LB - HR Čakovec	Other	KLASA: UP/I-350-05/16-01/000003 UR BROJ: 2109/2-05-02-17-0007	18/02/2016	18/05/2017	Lokacijska dozvola (location permit) has been issued, stating no additional permitting is required for the investment
2	B1 - HR Međimurska županija	Building	KLASA: UP/I-361-03/19-01/0000039 UR BROJ: 2109/2-05-02-19-0008	16/04/2019	28/06/2019	Building permit issued on 28/06/2019 entered into force as of 23/07/2019

BUDGET OF THE PROJECT

HUHR/1901/2.2.1/0117
Eco Bridge

LB

Čakovec

No.	Budget lines	LB - HR - Čakovec	B1 - HR - Međimurska županija	B2 - HR - Međimurska priroda	B3 - HU - Letenje	B4 - HU - 6(NP)	Costs (in EUR)	Share %
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2.1	Salary of staff (project management and team members) - Calculation on Flat rate basis	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.2	Salary of staff (project management and team members) - Calculation on Real cost basis	49,008.00	25,000.00	38,400.00	8,400.00	36,000.00	156,808.00	100.00%

3	Office and administrative expenditure	1,151.20	31,750.00	15,500.00	1,200.00	1,400.00	49,001.20	100.00%
4.1	Travel cost of project staff	259.20	40.00	772.80	345.60	5,000.40	6,418.00	100.00%
4.2	Accommodation costs of project staff	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.3	Per diems of the project staff	0.00	0.00	0.00	0.00	0.00	0.00	0.00

5	Equipment and infrastructure costs	15,181.28	52,450.00	26,500.00	44,600.00	110,599.60	210,170.88	100.00%
5.1	Technical plans	0.00	15,000.00	0.00	15,000.00	0.00	30,000.00	100.00%
5.2	Studies, statistics, databases and researches	0.00	0.00	0.00	5,000.00	77,999.60	82,999.60	100.00%
5.3	Events, conferences, seminars, project meetings	7,420.00	6,100.00	13,150.00	4,630.00	3,000.00	34,300.00	100.00%
5.4	Services related to project management, procurement procedures	0.00	0.00	0.00	13,000.00	0.00	13,000.00	100.00%
5.5	Costs of supervisor of engineering	3,426.28	27,500.00	0.00	3,100.00	0.00	34,026.28	100.00%
5.6	Costs related to publicity, promotion and communication	4,345.00	3,850.00	13,700.00	3,950.00	30,000.00	55,845.00	100.00%
5.7	Other services	0.00	0.00	0.00	0.00	0.00	0.00	0.00

6	Equipment and infrastructure	55,000.00	1,000.00	7,500.00	58,525.00	30,200.00	151,225.00	100.00%
6.1	Purchase of new equipment	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	5,000.00	100.00%
6.2	Equipment for general (office) use	0.00	0.00	0.00	0.00	0.00	0.00	0.00

7.1	Construction, reconstruction and renovation of buildings, works, infrastructure	171,314.02	360,000.00	0.00	245,000.00	0.00	776,314.02	100.00%
7.2	Purchase of land	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total eligible costs (1+2+3+4+5+6+7)		299,723.70	447,840.00	80,982.80	360,510.60	189,600.00	1,372,557.10	100.00%

Share by beneficiaries	21.84%	32.26%	5.89%	26.27%	13.74%	100.00%		
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Serial	Comments and remarks	5.10.23
5.1	Technical parts	5000
5.2	Models, statistics, sketches and researches	4000
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5.3.1 Opening conference in Calcutta		1.2 - Information and publicity		per activity		1.00		650.00		650.00	
5.3.2 Opening Ceremony in park (Period) Zhsaki		1.2 - Information and publicity		per activity	1.00	650.00		650.00			
5.3.3 European cooperation day		1.2 - Information and publicity		per activity	1.00	1,400.00		1,400.00			
5.3.4 Workshops for children		1.9 - Raising Ecological awareness		per activity	4.00	300.00		1,200.00			
5.3.5 Public forums for general public		1.9 - Raising Ecological awareness		per activity	2.00	1,750.00		3,500.00			
5.4 Expenses related to project management, production											
5.5 Costs of implementation of technology											
5.5.1 Supervision of engineering - 2% from total work costs		1.6 - Pilot action in park (evaluation of Period) Zhsaki		contract	1.00	3,425.18		3,425.18			
5.6 Costs related to publicity, promotion and communication											
5.6.1 Eco Bridge Promo material		1.2 - Information and publicity		per activity	1.00	2,555.00		2,555.00			
5.6.2 Press release in local papers		1.2 - Information and publicity		per activity	3.00	300.00		900.00			
5.6.3 Video visualisation of Park (Period) Zhsaki		1.4 - Innovative pilot actions in border area		contract	1.00	500.00		500.00			
5.6.4 Temporary billboard and permanent explanatory plaque in park (Period) Zhsaki		1.6 - Pilot action in park (evaluation of Period) Zhsaki		contract	1.00	350.00		350.00			
5.7 Other works											
5.8 Equipment and furniture											
5.9 Furniture and equipment											
6.1 Furnishings of new equipment											
6.1.1 Innovative measuring system		1.4 - Innovative pilot actions in border area		per activity	1.00	35,000.00		35,000.00			
6.2 Furniture for General Office use											
6.3 Infrastructure and works											
6.3.1 Small scale investment in infrastructure		1.6 - Pilot action in park (evaluation of Period) Zhsaki		contract	1.00	171,314.02		171,314.02			
6.4 Other works											
Total eligible costs (1+2+3+4+5+6+7)											

Project description: The project aims to improve the living conditions of the population in the border area of the park, by creating a sustainable and inclusive environment. The project will focus on the following areas:

- Information and publicity: To raise awareness of the project and its objectives, a series of workshops, forums, and campaigns will be organized.
- Infrastructure and works: To improve the physical environment, a series of small-scale investments will be made in the border area.
- Equipment and furniture: To provide the necessary infrastructure for the project, a series of furniture and equipment will be purchased.
- Other works: To ensure the smooth implementation of the project, a series of other works will be carried out.

The project is expected to have a positive impact on the living conditions of the population in the border area, by creating a sustainable and inclusive environment.

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- Infrastructure and

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5.3.1 opening ceremony		1.7 - Pilot action in revitalization of park Knowledge Center		1.7 - Pilot action in revitalization of park Knowledge Center		1.7 - Pilot action in revitalization of park Knowledge Center	
5.3.2	European Cooperation Day 2021	1.2 - Information and publicity	per activity	1.00	2,500.00	2,500.00	
5.3.3	(CUI) study visit for students	1.9 - Raising Ecological awareness	per activity	1.00	3,100.00	3,100.00	
5.4	Services related to project management and procurement procedures		per activity	1.00	500.00	500.00	
5.5	Costs of supervision of engineering					25,000.00 (50000000 VND)	
5.5.1	construction / architect supervision	1.7 - Pilot action in revitalization of park Knowledge Center	per contract	1.00	25,000.00	25,000.00	
5.5.2	coordinator 2 - safety at work	1.7 - Pilot action in revitalization of park Knowledge Center	per contract	1.00	2,500.00	2,500.00	
5.6	Costs related to publicity, dissemination and communication	1.2 - Information and publicity	per activity	1.00	1,200.00	1,200.00	
5.6.1	Promo material for ECD 2021	1.7 - Pilot action in revitalization of park Knowledge Center	per activity	1.00	2,300.00	2,300.00	
5.6.2	Promo material for opening ceremony	1.7 - Pilot action in revitalization of park Knowledge Center	per activity	1.00	350.00	350.00	
5.6.3	billboard and plaque						
5.7	Other services						
5.8	Equipment and materials						
5.8.1	Equipment of new equipment						
5.8.2	Equipment for general office use						
5.9	Office furniture and work						
6	Construction, reconstruction and completion of buildings, works and equipment						
6.1	Construction, reconstruction and completion of buildings, works and equipment						
6.2	Construction, reconstruction and completion of buildings, works and equipment						
6.3	Construction, reconstruction and completion of buildings, works and equipment						
6.4	Construction, reconstruction and completion of buildings, works and equipment						
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6.43	Construction, reconstruction and completion of buildings, works and equipment						

HUHR/1901/2.2.1/0117/BZ
Eco Bridge

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of the business. The business is responsible for coordinating with external organizations and internal departments, and for communicating and coordinating financial and administrative information. In addition, the business is responsible for providing information and support to the other business units.

External dependence and services ports

5.1 Technical plan

5.1.1. (CUT) Technical documentation for the visitor's center. Kivittell traveled

1.8 - Pilot actions in park revitalization of Lelnye

1.00	15,000.00	15,000.00
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Construction and Delivery Technical plans for the following activities in the construction plans are completed. The following technical plans will be developed during the project. Plans include the full description of the plans that is necessary for the construction of the plans.

3.2 Studies, statistics, databases and researchers

5.2.1 (QUT) Biodiversity impact research - biological conservation

1.3 • Determining measures for more effective management of protected natural areas

pts	1.00	5,000.00	5,000.00
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the fact that the majority of the population is still illiterate, the government has been unable to implement a nationwide literacy campaign. The government has been unable to implement a nationwide literacy campaign. The government has been unable to implement a nationwide literacy campaign.

Working together, the briefing conference will take place in January, and the stakeholder and partners will be invited and will be informed about the project plan and research objectives.

3.3 Events, conferences, seminars, project meetings

5.3.3.1 Closing conference in Lerebye - Nyild konferencija

5.3.2 1 day Eco-Workshop in Letenye- Eco Workshop (adults)

5.3.3 1 day Study-Day kids

1.2 - Information and publicity
1.2 - Information and publicity
1.2 - Information and publicity
1.4 - Innovative pilot actions in border area

event	1.00	520.00	520.00
event	3.00	370.00	1,110.00
event	2.00	1,500.00	3,000.00

[illegible]

5.4. Services related to project management, procurement procedures					
5.4.1 External Management- kilis6 PM	1.1 - Project administration and management	contract	1.00	10,000.00	10,000.00
5.4.2 Procurement expert- Kolbezt stah	1.1 - Project administration and management	contract	1.00	3,000.00	3,000.00
5.5. Cost of management of engineering					13,000.00

External Management team will support the project by providing basic information project implementation. The team will consist of a and project manager. Tasks include the drafting of reports, monthly reports, the project's working data, the project management team participation in workshops.

Project management is required for the project on a project for the information project. It includes the development of all documents, it takes the project to the construction.

Technical documents (mandatory to be supplied by the project) are provided by the project.

5.5.4 Technical Inspector- mizrahi ellen

1.8 - Pilot actions in part realization of Letenye

contract 1.00 3,000.00 3,000.00

Technical documents (mandatory to be supplied by the project) are provided by the project.

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6.1.1 Visitor Center equipment (indoor, 120galdokosp heater) 18,000.00		1.8 - Pilot actions in park revitalization of Letyenye		contract		1.00		35,000.00		35,000.00	
6.1.2 Visitor Center equipment for programs - programokhoz eszkozk		1.8 - Pilot actions in park revitalization of Letyenye	contract	1.00	23,500.00	23,500.00					
6.1.3 Stickers for all equipment		1.2 - Information and publicity	set	1.00	125.00	125.00					
6.1.4 Equipment for general (office) use						1,000.00					
Infrastructure and works						115,000.00					
7.1 Construction, reconstruction and renovation of buildings, works, infrastructure						445,000.00					
7.1.1 Revitalization of Letyenye arboretum park - Park revitalizaci6p arb6rium (CUT) Construction and renovation works of the visitor center - 120galdokospont		1.8 - Pilot actions in park revitalization of Letyenye	contract	1.00	20,000.00	20,000.00					
7.1.2 Equities municipal		1.8 - Pilot actions in park revitalization of Letyenye	contract	1.00	225,000.00	225,000.00					
7.2 Purchase of land						400					
Total eligible costs (1+2+3+4+5+6+7)						360,510.00					

PROJECT BUDGET PER BENEFICIARY

HU/HR/1901/2.1.0117/B4
Eco Bridge

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No.	Budget lines	Activity	Unit	# of units	Unit rate (in EUR)	Coste (in EUR)	Description
2.1	Salary of staff (B4 BRPI management and team management) - calculation of full time basis						
2.2	Salary of staff (B4 BRPI management and team management) - calculation of full time basis						
2.2.1	Project Manager (B4 BRPI management and team management) - calculation of full time basis	1.1 - Project administration and management	per month	24.00	750.00	18,000.00	Project Manager (B4 BRPI management and team management) - calculation of full time basis
2.2.2	Research Assistant (B4 BRPI management and team management) - calculation of full time basis	1.3 - Determining measures for more effective management of protected natural areas	per month	24.00	750.00	18,000.00	Research Assistant (B4 BRPI management and team management) - calculation of full time basis
4.1	Travel costs of staff						
4.1.1	Travel costs of staff	1.9 - Raising Ecological awareness	km	8,334.00	0.60	5,000.40	Travel costs of staff (B4 BRPI management and team management) - calculation of full time basis
4.2	Accommodation costs of project staff						
4.2.1	Accommodation costs of project staff						
5.1	Technical plans						

6.1.1	(CU) Ichthyological equipment for fish research	management of protected natural areas	contract	0.00	0.00	0.00
6.1.2	(CU) Ornithological equipment for bird research	1.3 - Determining measures for more effective management of protected natural areas	contract	0.00	0.00	0.00
6.1.3	(CU) GPS equipment for GPS research	1.3 - Determining measures for more effective management of protected natural areas	contract	0.00	0.00	0.00
6.1.4	(CU) Special research hardware to run GPS signaling analytics for research	1.5 - Setting up monitoring system to improve status of bird habitats	pcs	0.00	0.00	0.00
6.1.5	Admresurment equipment (sun collector power, software)	1.3 - Determining measures for more effective management of protected natural areas	set	1.00	20,000.00	20,000.00
6.1.6	Small research equipment	1.3 - Determining measures for more effective management of protected natural areas	set	1.00	5,500.00	3,500.00
6.1.7	Hotels for bugs	1.5 - Setting up monitoring system to improve status of bird habitats	set	1.00	1,500.00	1,500.00
6.1.8	Night vision binoculars	1.5 - Setting up monitoring system to improve status of bird habitats	pcs	3.00	1,000.00	3,000.00
6.1.9	Camera professional photos	1.5 - Setting up monitoring system to improve status of bird habitats	pcs	1.00	2,000.00	2,000.00
6.1.10	Latter	1.5 - Setting up monitoring system to improve status of bird habitats	pcs	1.00	200.00	200.00
6.1.11	Equipment for general office use				4,000.00	4,000.00
6.2. Construction, reconstruction and renovation of buildings, works						
6.2.1	Construction				0.00	0.00
6.2.2	Renovation				0.00	0.00
6.2.3	Purchasing of land				0.00	0.00
Total eligible costs (1+2+3+4+5+6+7)					188,500.00	

On the other hand, a recent study by the National Institute for Occupational Safety and Health (NIOSH) found that the average annual cost of lost time due to musculoskeletal disorders is \$1,000 per worker. The study also found that the average annual cost of lost time due to musculoskeletal disorders is \$1,000 per worker. The study also found that the average annual cost of lost time due to musculoskeletal disorders is \$1,000 per worker. The study also found that the average annual cost of lost time due to musculoskeletal disorders is \$1,000 per worker.

BUDGET OF THE PROJECT

HUHR/1901/2.2.1/0117
Eco bridge

LB - Čakovec

Sources of funding name	Amount (EUR)	Share (%)	LB - HR - Čakovec (EUR)	LB - HR - Čakovec (%)	B1 - HR - Međimurska županija (EUR)	B1 - HR - Međimurska županija (%)	B2 - HR - Međimurska priroda ka priroda (EUR)	B2 - HR - Međimurska priroda ka priroda (%)	B3 - HU - Lotenye (EUR)	B3 - HU - Lotenye (%)	B4 - HU - GRIP (EUR)	B4 - HU - GRIP (%)
Own private contribution	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Own public contribution	141,542.51	10.31	44,958.56	15.00	66,426.00	15.00	12,132.42	15.00	18,025.53	5.00	0.00	0.00
	1,372,557.10	100.00	239,723.70	100.00	442,840.00	100.00	80,892.80	100.00	360,510.60	100.00	188,600.00	100.00

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2. sz. melléklet

A Partnerségi Megállapodás másolata



Hungary-Croatia
Cross-border Co-operation Programme

Partnership Agreement

**Project title: Restauration of ecological diversity in the border area of
Međimurje and Zala County**

Acronym: Eco Bridge

Application ID: HUHR/1901/2.2.1/0117

**Interreg V-A Hungary-Croatia
Co-operation Programme 2014-2020**



„A másolat az eredetivel
mindenben megegyezik.”



2020 OKT 09.

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PARTNERSHIP AGREEMENT
for the implementation of the Project

Eco Bridge

Restauration of ecological diversity in the border of Međimurje and Zala County

within the

Interreg V-A Hungary-Croatia Co-operation Programme 2014-2020

between

Lead Beneficiary: Grad Čakovec/Town of Čakovec, address: Kralja Tomislava 15, 40000 Čakovec, Croatia, OIB number: 44427688822, represented by Mayor Mr. Stjepan Kovač

and

Beneficiary n. 1: Međimurska županija/Medjmurje County, address: Ruđera Boškovića 2, 40000 Čakovec, Croatia, OIB number: 09161580297, represented by County Prefect Mr. Matija Posavec,

Beneficiary n. 2: Međimurska priroda – Javna ustanova za zaštitu prirode/Medjmurje Nature – Public Institution for Nature Protection, address: Trg međimurske prirode 1, 40312 Križovec, OIB number: 35686623551, represented by Director Mr. Siniša Golub.

Beneficiary n. 3: Letenye Varos Onkormanyzata/Municipality of Letenye, address: Kossuth Lajos u. 10, 8868 Letenye, Hungary, national tax number: 15734329-2-20, represented by Mayor Mr. Szilard Farkas,

Beneficiary n. 4: Balaton-felvideki Nemzeti Park Igazgatóság/Balaton-felvideki National Park Directorate, address: Kossuth u. 16, 8229 Csopak, Hungary, national tax number: 15325770-2-19, represented by Director Mr. Zoltán Puskás

(Hereinafter jointly referred to as Parties)

On the basis of:

- Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 – the Common Provisions Regulation, CPR;
- Regulation (EU) No 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial co-operation goal – the ETC Regulation;
- Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012;
- Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union;
- the Interreg V-A Hungary-Croatia Co-operation Programme 2014-2020, approved by the European Commission on 7 September 2015 by Decision Ref. No C(2015) 6228 – the Programme;
- the Guidelines for Applicants of the second Call for Proposals (HUHR/1901) of the Interreg V-A Hungary-Croatia Co-operation Programme 2014-2020, approved by Monitoring Committee Decision No 8/2018 (13.11), laying down the programme specific rules for the implementation of Hungarian-Croatian projects – the Guidelines for Applicants;
- the Project Implementation Handbook for the Interreg V-A Hungary-Croatia Co-operation Programme 2014-2020, laying down specific rules for the implementation of projects financed under the Programme;
- the proposed Project **Eco Bridge** as drafted in the application and approved by the Monitoring Committee of the Programme;
- Project Communication Guidelines for the Projects in the Interreg V-A Hungary-Croatia Co-operation Programme 2014-2020, laying down the programme specific rules on information and publicity measures of the projects – Project Communication Guidelines.

Article 1

Definitions

1. **Lead Beneficiary:** the Lead Beneficiary is designated by the Project Participants and has full financial and administrative responsibility for the EU

contribution for the entire duration of the Subsidy Contract. The Lead Beneficiary is also responsible for the proper reporting of progress during project implementation to the Joint Secretariat as stipulated in the Subsidy Contract. In principle, the Lead Beneficiary has functional (co-ordination of the project activities) and financial responsibilities related to the EU contribution (based on Paragraph (2) of Article 13 of the ETC Regulation).

2. **Beneficiary:** an actor that commits itself to functionally and financially implement a project part of the Project according to the application as approved by the Monitoring Committee.
3. **Project Participants:** means Lead Beneficiary and other Beneficiary / Beneficiaries together.
4. **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 with a budget, presented on the relevant tab in the application.

Article 2

Scope of the Partnership Agreement

1. 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 and efficiently implement the above-mentioned cross-border Project. This Agreement shall also define their mutual responsibilities concerning the administrative and financial management of the Project.
2. The application as approved by the Monitoring Committee and the Subsidy 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.

Article 3

Duration of the Agreement

1. The Partnership Agreement is valid from the date of signature by all Parties and enters into force from the day the Subsidy Contract between the Managing Authority and the Lead Beneficiary enters into force. It shall remain in force until the Lead Beneficiary has discharged in full its obligations arising from the Subsidy Contract towards the Managing Authority, including the period of availability of documents for financial controls.
2. This Agreement shall also remain in force if there is any non-resolved dispute among the Parties at an out-of-court arbitration body.

3. The breach of the obligations of the Partnership Agreement by one of the Project Participants may lead to an early termination of its participation in the Project. This termination has to be decided by consensus by all the other Project Participants in a documented manner, provided that the eligibility rules of the Call for Proposals are kept with the remaining Project Participants and that the consequently initiated amendment of the Subsidy Contract is successful at the Managing Authority. However, the Project Participant will be obliged by the present Agreement for its whole duration with regard to the activities carried out and expenditure incurred until that moment. In case the Subsidy Contract terminates, the present Partnership Agreement is terminated.

Article 4

Activities of Project Participants in the Project

1. The activities of the Project Participants as well as the role of the Lead Beneficiary and of each Beneficiary in the Project are described in the application approved by the Monitoring Committee.
2. The Project Participants take into account all rules and obligations as set out in the Subsidy Contract and its annexes.
3. The Project Participants commit themselves to undertake everything in their power to foster the successful and efficient implementation of the Project.

Article 5

Specific obligations of the Lead Beneficiary

1. The Lead Beneficiary is responsible for the overall co-ordination and effective implementation of the Project and shall take all the steps needed to correctly manage the Project in accordance with the application approved by the Monitoring Committee and in line with the Subsidy Contract and the Partnership Agreement.
2. In addition as a general obligation the Lead Beneficiary shall:
 - a) represent the Project Participants towards Managing Authority / Joint Secretariat / programme management bodies;
 - b) sign the Subsidy Contract (and its possible amendments), inform all Beneficiaries on the signature of the Subsidy Contract and provide all Beneficiaries with a copy thereof;
 - c) appoint a project manager who has the operational responsibility for the co-ordination and documentation of the overall Project;
 - d) react promptly to any request made by the Managing Authority and the Joint Secretariat;

- e) keep the Beneficiaries informed on a regular basis about all relevant communication between the Lead Beneficiary and the Joint Secretariat, furthermore between the Lead Beneficiary and the Managing Authority;
- f) inform all Beneficiaries on the progress of the overall Project, in particular with reference to its objectives and results as set in the Subsidy Contract or any later amendments;
- g) without any delay inform the Beneficiaries about all essential issues (e.g. about any variation of the conditions at the basis of the present Agreement or about any modification that could influence the performance of the Project, the information activity or the payment of financing) connected to project implementation;
- h) notify the Beneficiaries and the Joint Secretariat / Managing Authority immediately of any event that could lead to a temporary or final discontinuation of the Project or any other deviation of the implementation of the Project;
- i) guarantee the sound financial management of the funds allocated for the implementation of the Project, including the separate set-up of the project accounting and the supporting documents storage system;
- j) be responsible for the verification that the expenditure declared by the Project Participants has been validated by the designated controller at national level and the expenditure declared by the Project Participants has been incurred only for the purpose of implementing the Project and that it corresponds to the activities agreed between the Project Participants in the frame of the approved application;
- k) prepare and submit the Applications for Reimbursement together with the Project Reports, the Final Project Report and the Project Follow-up Reports (if relevant) to the Joint Secretariat keeping the deadlines indicated in the Subsidy Contract;
- l) transfer the EU contribution to the Beneficiaries according to the Application for Reimbursement approved by the Joint Secretariat, within **7 (seven) working days after receipt of the EU contribution for the given approved report** and in full – no specific charge or other charge with equivalent effect shall be levied which would reduce these amounts for the Beneficiaries;
- m) ensure that all Beneficiaries are involved in the decision making regarding to the Project, and especially agree with the Beneficiaries before submitting any request for reallocation between budget lines and for an amendment of the Subsidy Contract / Partnership Agreement to the Joint Secretariat / Managing Authority.
- n) support the Beneficiaries in implementing their obligations by giving them the correct information, indications and clarifications on the procedures;
- o) make sure that all Project Participants comply with EU and national legislation including rules on public procurement, State aid, publicity, furthermore rules on environmental protection and equal opportunities;

- p) report in accordance with the existing legislation and national / regional guidelines if the project activities contain elements of State aid;
- q) implement its individual part of the Project accordingly;
- r) enable the responsible bodies to carry out their audit and monitoring / evaluation / activities;
- s) guarantee the systematic collection and the safe storage of all the documentation regarding project expenditure and activities;
- t) keep a copy of all project documents prepared by the Project Participants or other bodies;
- u) carry out project level accounting;
- v) ensure that no double funding or double reporting of expenditure takes place;
- w) review the appropriate spending of the EU contribution by the Beneficiaries, the condition of the Beneficiaries' project part and the preparation of the required documents and records for the project closure.

Article 6

Obligations of the Beneficiaries

1. In particular, each Beneficiary shall:
 - a) support the Lead Beneficiary in fulfilling its tasks as stipulated in the Subsidy Contract and its annexes;
 - b) without any delay provide the Lead Beneficiary with any information needed to draw up the Project Reports, the Final Project Report and the Project Follow-up Reports (if relevant), react on any request by the Managing Authority or the Joint Secretariat, or provide any further information needed by the Lead Beneficiary;
 - c) assure the smooth implementation of the part of the Project they are responsible for in accordance with the Subsidy Contract and its annexes;
 - d) inform the Lead Beneficiary immediately about any circumstances that could lead to a temporary or final discontinuation of the Project part or any other deviation of the implementation of the Project part, including any variations to its part of project budget or work plan;
 - e) appoint a contact person for the implementation of the part of the Project under their responsibility;
 - f) contribute to overall project aims according to their part undertaken with due care and motivation, completing their activities foreseen for each reporting period of the project implementation;
 - g) maintain either a separate accounting system or an adequate accounting code for all transactions related to the Project part;

- h) inform the Lead Beneficiary on the details of the bank account¹ to which the EU contribution of the Beneficiary shall be transferred; furthermore the Lead Beneficiary must be informed about any changes concerning the bank account;
- i) co-operate with the Lead Beneficiary for the effective implementation of the Project, actively take part in decision making during the Project;
- j) have its expenditures incurred in the given reporting period, verified by the designated controller and submit the Declaration on Validation of Expenditure issued by the controller to the Lead Beneficiary in due time. (The reimbursement of expenditure of the Beneficiaries not covered by Declarations on Validation of Expenditure in the given reporting period can be requested only for the next reporting deadline following the reporting period concerned. Preparation costs can be validated and requested only in the first reporting period.);
- k) comply with EU- and national rules, including rules on public procurement, State aid, publicity, further rules on environmental protection and equal opportunities;
- l) report in accordance with the existing legislation and national/regional guidelines if the Project activities contain elements of State aid;
- m) 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;
- n) not subcontract 100% of the activities from their part of the Project;
- o) be responsible for the sound financial management of the funding allocated to its project part, including the arrangements for recovering amounts unduly paid (EU contribution, State contribution, if relevant, and other public contribution).

Article 7

Responsibilities of the Lead Beneficiary and of the Beneficiaries

1. The Lead Beneficiary solely assumes responsibility for the entire Project towards the Managing Authority as defined in the Subsidy Contract.
2. 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 application. Should a Project Participant not fulfil its obligations under this Agreement in due time, the Lead Beneficiary shall admonish the Project Participant to fulfil them within a reasonable period of time. The Project Participants undertake to find a rapid and efficient solution. Should the non-

¹ The details of the bank accounts per Beneficiary form Annex 1 to the present Agreement.

fulfilment continue, the Lead Beneficiary may decide to debar the Project Participant concerned from the Project with approval of the other Project Participants. The Joint Secretariat and the Managing Authority shall be promptly informed of such an intended decision by the Lead Beneficiary, and the change in the partnership has to be approved according to the provisions set out in the Project Implementation Handbook.

3. The Lead Beneficiary and each Beneficiary shall take the financial responsibility for the EU contribution and, if relevant, the related State contribution it has received for its project part.
4. In case of irregularities the Lead Beneficiary bears the overall responsibility towards the Managing Authority for the repayment of the EU contribution amounts unduly paid, with interest charged. By way of the derogation from this principle, if the irregularity is committed by a Beneficiary, the concerned organisation shall repay to the Lead Beneficiary the amounts unduly paid. When amounts unduly paid to a Beneficiary cannot be recovered, due to negligence of the Lead Beneficiary, the Lead Beneficiary shall remain responsible for the repayment.

Article 8

Reporting obligations of the Beneficiaries

1. The Lead Beneficiary can only submit an Application for Reimbursement to the Joint Secretariat by providing proof of progress of the Project. Therefore, in order to provide adequate information on the progress of the Project, each Beneficiary has to submit a Beneficiary Report to the Lead Beneficiary consisting of an activity report describing the activities carried out with their outputs and results during the reporting period, and a financial report presenting the financial progress of the Project part compared to the approved application.
2. The Beneficiaries have to respect the reporting deadlines of the Subsidy Contract and have to submit their Beneficiary Report and Declaration on Validation of Expenditure to the Lead Beneficiary in due time, until **10 (ten) working days before the deadline for Lead Beneficiary to submit to Joint Secretariat**. Beneficiary Reports and Declarations on Validation of Expenditure not submitted to the Lead Beneficiary within the set deadline will not be included in the Project Report (or any other report) and Application for Reimbursement of the Lead Beneficiary, to be submitted to the Joint Secretariat.
3. The Beneficiary Reports should be drawn up in Euro. The Beneficiaries shall convert into Euro the amounts of expenditure in the list of invoices incurred in national currency before submission for verification to the responsible controller. The expenditures shall be converted as described in the Subsidy Contract. The exchange rate risk is borne by the Beneficiary concerned.

Article 9

Audits

1. For audit purposes each Project Participant shall:
 - a) retain all files, documents, receipts and data about the Project at least within the timeframe stipulated in Article 140(1) of the CPR and further detailed in the Project Implementation Handbook, either in original or as certified copies on commonly used data media safely and orderly;
 - b) enable the Managing Authority, Certifying Authority, Audit Authority, the responsible auditing bodies of the European Union and the auditing bodies of the Member State it is based in to audit the proper use of funds;
 - c) provide these authorities with any information about the Project they request;
 - d) provide them access to the databases, the accounting books and accounting documents and other documentation related to the Project, whereby the auditing bodies decide on this relation, within the timeframe stipulated in Article 140(1) of the CPR and further detailed in the Project Implementation Handbook;
 - e) provide them access to the place where the Project has been implemented and their business premises during the ordinary business hours and also beyond these hours by arrangement, and allow them to carry out on-the-spot-checks related to the Project within the timeframe stipulated in Article 140(1) of the CPR and further detailed in the Project Implementation Handbook;
 - f) without any delay provide the Lead Beneficiary with any information needed in connection to such an audit.

Article 10

Information and publicity

1. Any publicity measure undertaken by any of the Project Participants shall be conducted in accordance with the rules on information and publicity laid down in the Project Communication Guidelines for the Projects in the Interreg V-A Hungary-Croatia Co-operation 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 EU contribution within the framework of the Interreg V-A Hungary-Croatia Co-operation 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 Joint Secretariat / Managing Authority or other programme management bodies to publish, in whatever form, unrestricted as far as data protection is concerned, and on or by whatever medium, with the following information:
 - title 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.

Article 11

Ownership – Use of Results

1. The Parties undertake to enforce the applicable law on intellectual property rights, regarding any outcome that might be produced during the implementation of the Project.
2. Unless formally stipulated otherwise by the Parties, ownership of the results of the Project, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the Project Participants.
3. Without prejudice to the previous paragraph, the Project Participants grant the Joint Secretariat and the Managing Authority the right to make free use of the results of the Project, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.
4. The Project Participants agree that owners of the investments are the following:
 - **Lead Beneficiary is the owner of the investment "Pilot action in park revitalization of Perivoj Zrinski",**
 - **Beneficiary n. 1 is the owner of the investment "Pilot action in revitalization of park Knowledge Center",**
 - **Beneficiary n. 3 is the owner of the investment "Pilot actions in park revitalization of Letenye".**
 - **Beneficiary n. 4 is the owner of the investment "Ornithological research equipment"**
5. The Project Participants agree that owners of the Project outputs/deliverables are the following:

- **Lead Beneficiary and Beneficiary n. 3 are the owners of:** *Determined strategic framework to preserve bird habitats in the border area* - outputs: 1 joint survey / analysis, 1 joint action plan, 1 joint bird location study, 1 book about urban eco-system,
 - **Lead Beneficiary and Beneficiary n. 3 are the owners of:** *Set-up monitoring network to observe and measure the selected elements of conservation* - output: 1 joint data base,
 - **Lead Beneficiary, Beneficiary n. 1, Beneficiary n. 3 and Beneficiary n. 4 are the owners of:** *Innovative pilot actions* - outputs: minimum 10 pilot actions implemented (measuring soil and water quality, installing bird houses, hotels for insects, cleaning the river coast, larvae placement etc.) and related to that 10 habitats will reach A: excellent conservation status,
 - **Lead Beneficiary, Beneficiary n. 1 and Beneficiary n. 3 are the owners of:** *Pilot actions in parks revitalization in Čakovec and Letenye* - outputs: increased biodiversity in 3 parks in Čakovec and Letenye, 3 opening ceremonies (one for each park),
 - **Beneficiary n. 2 is the owner of the:** *Bird recognition educational activities and events* – output: 30 people/experts educated in the field of bird recognition,
 - **Lead Beneficiary, Beneficiary n. 1, Beneficiary n. 2, Beneficiary n. 3 and Beneficiary n. 4 are the owners of:** *Raising ecological awareness of general public, adults, children and youth* – outputs: 22 events implemented (2 public forums for 80 participants, 7 workshops for nature experts for 140 participants, 6 workshops for children for 120 participants, 2 study visits for students for 50 participants, 3 opening ceremonies for 150 participants, 2 European Cooperation Days for 50 participants), 640 people participating in such events.
6. The Lead Beneficiary and the Beneficiaries commit themselves to establish and maintain an inventory of all fixed assets acquired, built or improved within the Project.
7. As to the sustainability of project results after the end of the implementation period, further as to the steps to be taken after project closure, the Project Participants agree on the following activities and designate the following rights and duties within the project partnership:

a) Town of Cakovec - LB

- **project result to be sustained:** 1 joint survey / analysis, 1 joint action plan, 1 joint bird location study, 1 book about urban eco-system
- **activities to be performed:** publishing the documents generated by the project, making them available at City website
- **location/tools/financial framework and source:** Town of Cakovec, Međimurje County, Town of Cakovec budget (budget line – environment – PARK Zrinski)
- **project result to be sustained:** 1 joint data base
- **activities to be performed:** continuous monitoring of the set-up network to observe and measure the selected elements of conservation

- **location/tools/financial framework and source:** Town of Čakovec, Međimurje County, county budget
- **project result to be sustained:** 1 park revitalisation – park Perivoj Zrinski Čakovec - increased biodiversity in park Perivoj Zrinski in Čakovec – 10 pilot actions implemented and 10 habitats reached A: excellent conservation status
- **activities to be performed:** taking care of the planted trees, further soil and water quality measuring and monitoring of installed bird houses, hotels for insects, cleaning the river coast, larvae placement etc.
- **location/tools/financial framework and source:** county budget City budget line – environment – PARK Zrinski

b) Međimurje County – Beneficiary n. 1

- **project result to be sustained:** 1 park revitalisation – Park Centar Znanja - increased biodiversity in park Centar Znanja in Čakovec – 10 pilot actions implemented and 10 habitats reached A: excellent conservation status
- **activities to be performed:** taking care of installed bird houses, further soil and water quality measuring and monitoring of installed bird houses, hotels for insects, cleaning the river coast, larvae placement etc
- **location/tools/financial framework and source:** county budget City budget line – environment park Centar Znanja

c) Međimurje Nature - Public Institution for Nature Protection - Beneficiary n. 2

- **project result to be sustained:** 1 joint survey / analysis, 1 joint action plan, 1 joint bird location study, 1 book about urban eco-system
- **activities to be performed:** publishing the documents generated by the project, making them available at Međimurje Nature - Public Institution for Nature Protection website, data usage in further research and work
- **location/tools/financial framework and source:** Međimurje Nature - Public Institution for Nature Protection budget

d) Municipality of Letenye - Beneficiary n. 3

- **project result to be sustained:** 1 joint survey / analysis, 1 joint action plan, 1 joint bird location study, 1 book about urban eco-system,
- **activities to be performed:** publishing the documents generated by the project, making them available at City website.
- **location/tools/financial framework and source:** county budget (City budget line – environment – PARK LETENYE)
- **project result to be sustained**

e) Balaton-felvidéki National Park Directorate - Beneficiary n.4

- **project result to be sustained:** 10 pilot actions implemented and 10 habitats reached A: excellent conservation status.
- **activities to be performed:** taking care of installed bird houses, further soil and water quality measuring and monitoring of installed bird houses, hotels for insects, cleaning the river coast, larvae placement etc.

- location/tools/financial framework and source]: Balaton-felvidéki National Park Directorate budget

8. In connection to the revenues generated after project closure, the Project Participants – taking into account the provisions of Article 61 of the CPR – agree on the following rules:

Project partners agree that during and after project implementation no revenues will be made based on the results of the project.

9. In case of purchase costs co-financed, the owners shall not substantially modify their respective project parts affecting its nature or its implementation conditions or giving to a firm or a public body an undue advantage; and resulting either from a change in the nature of ownership of an item of infrastructure or the cessation or relocation of a productive activity outside the programme area at least within five years from the end date of the Project (final eligibility date of expenditures for the Project), except where State aid rules provide for a different period.

Article 12

Changes in the project partnership

1. Being aware of the fact that all changes in the project partnership need an approval of the Monitoring Committee and that the Managing Authority is entitled to withdraw from the Subsidy Contract 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.
2. In case a Project Participant withdraws from the Project or is debarred from it, 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 assuming its tasks by one or more of the remaining Project Participants or by asking a new Project Participant to join the project partnership, respecting the relevant programme provisions.
3. The Lead Beneficiary shall inform the Joint Secretariat and the Managing Authority as soon as changes in the project partnership are foreseeable. The changes in the partnership enter into force only after approval by the Monitoring Committee.
4. The provisions set for audits in Article 9 remain applicable to the Project Participant that backed out of the Project or was debarred from the Project.

Article 13

Irregularities and the repayment of funds

1. If the Managing Authority should – based on the provisions of the Subsidy Contract – request the repayment of EU contribution from the Lead Beneficiary, the latter shall call upon the Beneficiary that had caused the irregularity resulting in the repayment of the EU contribution unduly paid according to the request of the Managing Authority.
2. The Beneficiary in question has to repay the requested EU contribution together with the interests chargeable to the Lead Beneficiary.
3. The Beneficiary has to respect the deadline given by the Managing Authority to the Lead Beneficiary for the repayment of the EU contribution. The Beneficiary has to transfer the requested EU contribution together with the interests chargeable to the Lead Beneficiary **14 (fourteen) calendar days** before the deadline set for the Lead Beneficiary.

Article 14

Co-operation with third parties, assignment

1. In case of co-operation with third parties (e.g. concluding sub-contracts) the Beneficiary shall remain the sole responsible toward the Lead Beneficiary concerning the compliance with its obligations as set out in the present Agreement. Any contracts with third parties will have to be concluded in accordance with EU- and national legislation. No Project Participant shall have the right to transfer its rights and obligations to third parties. The Lead Beneficiary shall be informed by the Beneficiary about the subject and party of any contract concluded with a third party.
2. In case of legal succession, e.g. when the Project Participant changes its legal form, the Project Participant is obliged to transfer all duties under this Agreement to the legal successor. The Beneficiary shall notify the Lead Beneficiary in written form within **5 (five) working days**. The Lead Beneficiary shall notify the Joint Secretariat according to the provisions set out in the Subsidy Contract.

Article 15

Language

1. The working language of the partnership shall be **English**. Any official internal document of the Project shall be made available in English.
2. Present Agreement is concluded in English. In case of translation of this Agreement and its annexes into another language the English version shall prevail.

Article 16

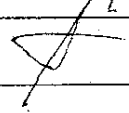
Applicable law (liability and *force majeure*)

1. Present Agreement is governed by the law of **Republic of Croatia**, being the law of the country of the Lead Beneficiary. Each Project Participant shall be liable to the other Project Participants and shall indemnify for any damages or costs resulting from the non-compliance of its contractual duties as set forth in this Agreement.
2. No Party shall be held liable for not complying with the obligations ensuring from this Agreement should the non-compliance be caused by *force majeure*. In such a case, the Project Participant involved must announce this immediately in writing to the other Project Participants.

Article 17

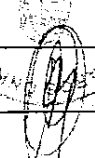
Concluding provisions

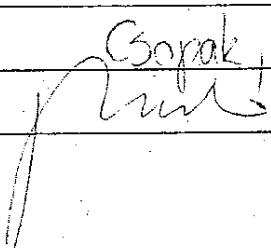
1. Any amendments to this Agreement shall be in writing and shall be signed by all Parties.
2. In case of discrepancies between the Subsidy Contract and this Partnership Agreement, the Subsidy Contract shall prevail.
3. Amendments and supplements to the present Agreement and any waiver of the requirement of the written form must be in written form and have to be indicated as such. The Lead Beneficiary shall notify the Joint Secretariat and the Managing Authority of any amendment or supplement to the present Agreement.
4. If any provision in this Agreement should be wholly or partly ineffective, the rest of the provisions remain binding for the Parties. In such cases the Parties undertake to replace the ineffective provision by an effective one which comes as close as possible to the purpose of the ineffective one.
5. The Parties commit themselves to take measures in order to ensure that all staff members carrying out work within the Project respect the confidential nature of information regarded as such, and do not disseminate it, pass it on to third parties or use it without prior written consent of the Lead Beneficiary and the Project Participant that provided the information.
6. The Parties will make efforts to settle any disputes arising from this Agreement out of court. In case an agreement cannot be made in due time, the Parties herewith agree that **Municipal Court in Čakovec, address: Ruđera Boškovića 18, 40000 Čakovec, Croatia** shall have competence to rule in all legal disputes arising from this Agreement.
7. **8 (eight)** original copies will be made of this Agreement of which each Party keeps one original, while three originals are attached to the Subsidy Contracts.
8. The Parties signing the Partnership Agreement have fully understood and accepted the contents of the Subsidy Contract and undertake the activities and responsibilities in the meaning as included therein.

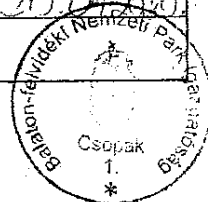
Name of Lead Beneficiary:	Grad Čakovec / Town of Čakovec
Name and title of legally authorised representative:	Mr. Stjepan Kovač, Mayor
Place, date and stamp:	Čakovec 29.04.2020
Signature:	

Name of Beneficiary n. 1:	Međimurska županija / Medjimurje County
Name and title of legally authorised representative:	Mr. Matija Posavec, County Prefect
Place, date and stamp:	Čakovec 28.04.2020
Signature:	

Name of Beneficiary n. 2:	Međimurska priroda – Javna ustanova za zaštitu prirode / Medjimurje Nature – Public Institution for Nature Protection
Name and title of legally authorised representative:	Mr. Siniša Golub, Director
Place, date and stamp:	Križovec 23.04.2020
Signature:	

Name of Beneficiary n. 3:	Letenye Varos Onkormanyzata / Municipality of Letenye
Name and title of legally authorised representative:	Szilard Farkas, Mayor
Place, date and stamp:	Letenye, 20.04.2020
Signature:	

Name of Beneficiary n. 4:	Balaton-felvidéki Nemzeti Park Igazgatóság / Balaton-felvidéki National Park Directorate
Name and title of legally authorised representative:	Mr. Zoltán Puskás, Director
Place, date and stamp:	Csopak, 20.04.2010
Signature:	



leo

3. sz. melléklet

Nyilatkozat a kedvezményezett adatairól

Nyilatkozat a Kedvezményezett adatairól

Alulírott, Puskás Zoltán, mint a Balaton-felvidéki Nemzeti Park Igazgatóság, 8229 Csopak, Kossuth Lajos utca 16. képviselője, az Interreg V-A Magyarország-Horvátország Együttműködési Program 2014-2020 keretében megvalósuló Eco Bridge című, HUHHR/1901/2.2.1./0117 számú projekthez kapcsolódóan az alábbiakban nyilatkozom az általam képviselt szervezet adatairól:

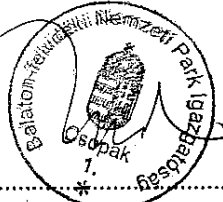
A szervezet adatai

Szervezet neve:	Balaton-felvidéki Nemzeti Park Igazgatóság
Szervezet működési formája:	Központi költségvetési szerv
Szervezet minősítő kódja ¹ :	1. Belföldi természetes személy 2. Mikroállalkozás 3. Kisvállalkozás 4. Középvállalkozás 5. 1-4 kategóriába nem tartozó vállalkozás 6. <u>Nonprofit szervezet államháztartáson belül</u> 7. Nonprofit szervezet államháztartáson kívül 8. Egyéb:
Székhely:	8229 Csopak, Kossuth Lajos utca 16.
Postacím:	8229 Csopak, Pf. 23.
Bírószági nyilvántartásba vételi szám ² :	325774
Adószám:	15325770-2-19
Statisztikai számjel:	15325770-8412-312-19
A szerződést aláíró képviselő neve, beosztása/tisztsége:	Puskás Zoltán, igazgató
A szerződést ellenjegyző neve, beosztása/tisztsége ³ :	Veszelszki Márta, gazdasági igazgatóhelyettes

A szerződésben megjelölendő kapcsolattartó adatai

A kapcsolattartó neve:	Papp Ágnes
Postacím:	Balaton-felvidéki Nemzeti Park Igazgatóság Zalaegerszegi Iroda 8903 Zalaegerszeg Pf.:37.
E-mail cím:	pappagnes@bfnp.hu
Telefon:	+36 92 599 252
Fax:	+36 92 599 253

Kelt Csopak, 2020. év október hónap 09. napján.


Puskás Zoltán
Igazgató

¹ Kérjük, húzza alá a megfelelő!

² vagy az adott szervezetre hatályos nyilvántartásban viselt azonosító/szám, önkormányzatok esetében a Magyar Államkincstár által kiadott törzsszám

³ Az Áht. 37 §, valamint a 368/2011. Korm. rendelet (Ávr.) 52. § és 55. §-a alapján önkormányzatok (és hivatalok) esetében kötelező kitölteni

4. sz. melléklet

**Nyilatkozat a Kedvezményezett fizetési számláiról /Nyilatkozat a támogatás(ok) fogadására
szolgáló számlá(k)ról**

Nyilatkozat a támogatás(ok) fogadására szolgáló számlá(k)ról
(központi költségvetési szerv)

Alulírott, **Puskás Zoltán** mint a **Balaton-felvidéki Nemzeti Park Igazgatóság, 8229 Csopak, Kossuth Lajos utca 16.** képviselője, az **Interreg V-A Magyarország-Horvátország Együttműködési Program** keretében megvalósuló **Eco Bridge** című, **HUHR/1901/2.2.1/0117** számú projekthez kapcsolódóan nyilatkozom, hogy

- a hazai költségvetési **társfinanszírozás** folyósítását az alábbi **euro** számlaszámra kérem:

PÉNZINTÉZET NEVE	PÉNZINTÉZET CÍME	SWIFT KÓDJA	IBAN SZÁM
Magyar Államkincstár	1139 Budapest, Váci út 71.	HUSTHUHB	HU53-10004885-10008016-00513234

- a hazai költségvetési **megelőlegezés** folyósítását (amennyiben releváns) az alábbi elkülönített **forint** számlaszámra kérem:

PÉNZINTÉZET NEVE	PÉNZINTÉZET CÍME	SWIFT KÓDJA	IBAN SZÁM
Magyar Államkincstár	1139 Budapest, Váci út 71.	HUSTHUHB	HU96-10048005-01711954-30005132

A fenti forint számlaszám ÁHT köteles: igen – nem *(kérjük a megfelelőt aláhúzni)*

Amennyiben a forint számlaszám ÁHT köteles, ÁHT kódja: 039255

Kelt Csopak, 2020. év október hónap 09. napján.



Puskás Zoltán
Igazgató

5. sz. melléklet

Biztosíték

6. sz. melléklet

Ávr. 75. § (2) bekezdés szerinti nyilatkozat

Nyilatkozat az államháztartásról szóló törvény végrehajtásáról szóló 368/2011. (XII. 31.) Korm. rendelet (továbbiakban: Rendelet) 75 § (2) bekezdése szerint

Kedvezményezettek köre, aki számára kötelező: valamennyi hazai kedvezményezett

NYILATKOZAT

Alulírott, **Puskás Zoltán**, mint a **Balaton-felvidéki Nemzeti Park Igazgatóság 8229 Csopak, Kossuth Lajos utca 16.** képviselője az **Interreg V-A Magyarország-Horvátország Együttműködési Program 2014-2020** program keretében megvalósuló **Eco Bridge** című, **HUHR/1901/2.2.1//0117** számú projekthez kapcsolódóan

- a.) kijelentem, hogy az általam képviselt szervezet nem áll jogerős végzéssel elrendelt végelszámolás, felszámolás alatt, ellene jogerős végzéssel elrendelt csődeljárás vagy egyéb, a megszüntetésre irányuló, jogszabályban meghatározott eljárás nincs folyamatban;
- b.) kijelentem, hogy a saját forrás rendelkezésre áll;¹
- c.) kijelentem, hogy az általam képviselt szervezet megfelel az államháztartásról szóló 2011. évi CXCV. törvény (a továbbiakban: Áht.) 48/B. §-ában, Áht. 50. §-ban meghatározott követelményeinek kivéve, ha erről a Kormány az Áht. 50. § (2) bekezdésben meghatározott egyedi határozatban döntött;
- d.) kijelentem, hogy nem áll fenn harmadik személy irányában olyan kötelezettség, amely a költségvetési támogatás céljának megvalósulását megghiúsítja;
- e.) vállalom, hogy a biztosítékmentesség kivételével a támogató által előírt biztosítékokat a társfinanszírozási és/vagy megelőlegezési támogatási szerződés megkötésének feltételeként rendelkezésre bocsátom.

Kelt Csopak, 2020. év október hónap 09. napján.


Puskás Zoltán
Igazgató

¹ azon kedvezményezettek esetében releváns, akik a projektrész megvalósításához saját forrást kötelesek rendelkezésre bocsátani

