Co-funded by
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Subsidy Contract

for European Union Contribution

Project ID: HUSK/2401/02/2.4/005
Project acronym: #waves4
Project title: On the waves of heritage and trails

Interreg VI-A Hungary-Slovakia Programme

SUBSIDY CONTRACT

for the implementation of Project No. HUSK/2401/02/2.4/005

with acronym #waves4

entitled On the waves of heritage and trails

within the

Interreg VI-A Hungary-Slovakia Programme

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

Ministry of Foreign Affairs and Trade of Hungary

acting as the Managing Authority of the Interreg VI-A Hungary-Slovakia Programme (hereinafter referred to as the Managing Authority)
Address: 1027 Budapest, Bem rakpart 47, Hungary
Tax number: 15311344-1-41

on one hand,

and

OBEC TOMÁŠIKOVO; MUNICIPALITY OF TOMÁŠIKOVO
Address: 92504 , Tomášikovo, Hlavná 319, Slovakia
Tax number: 2021197255

acting as the Lead Partner

on the other hand,

hereinafter jointly referred to as the Parties[1],

based on the following legal framework:

- Regulation (EU) 2021/1060 of the European Parliament and of the Council of 24 June 2021 laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy (hereinafter referred to as the CPR);
- Regulation (EU) 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund (hereinafter referred to as the ERDF Regulation);
- Regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments (hereinafter referred to as the Interreg Regulation);
- Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union;

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

- Commission Regulation (EU) No 2023/2834 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid;
- Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the common market in application of Articles 107 and 108 of the Treaty;
- Regulation (EU) 2016/679 of the European Parliament and of the Council on the Protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR);
- Implementing acts and delegated acts adopted in accordance with the aforementioned legislation.

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

- the Interreg VI-A Hungary-Slovakia Programme approved by the European Commission on 3 November 2022 by Decision Ref No C(2022) 8025) CCI 2021TC16RFCB014 (hereinafter referred to as the Programme);
- EU rules regarding EU horizontal policies such as the rules for competition and entry into the markets, the protection of the environment, the equal opportunities between men and women and public procurement;
- Communication from the Commission on the application of the European Union State aid rules to compensation granted for the provision of services of general economic interest (2012/C 8/02);
- national rules applicable to the Lead Partner and its Partners and their activities;
- the relevant national legislation regarding State aid rules;
- documents of the relevant Call for Proposals of the Programme, published on the official website of the Programme;
- the Project Implementation Manual of the Programme, laying down the programme specific rules for the implementation of the projects;
- Eligibility of expenditures of the Programme;
- the Communication and Visibility Guide for Projects, laying down the programme specific rules on information and publicity measures of the projects;
- the relevant national level legislation governing the rules of public procurement procedures.

Article 1
Award of subsidy

1. In accordance with the decision of the Monitoring Committee, dated 02.07.2025, a subsidy is awarded to the Partnership (represented by the Lead Partner) from the EU funding under the Interreg VI-A Hungary-Slovakia Programme for the implementation of the project No. HUSK/2401/02/2.4/005 with the acronym #waves4, entitled On the waves of heritage and trails (hereinafter referred to as the Project).

Maximum EU contribution awarded:	1 559 904,47 EUR say: one million, five hundred fifty-nine thousand, nine hundred four euros and forty-seven cents
Total project budget: (including Lead Partner and the other Partners)	1 949 880,59 EUR say: one million, nine hundred forty-nine thousand, eight hundred eighty euros and fifty-nine cents

2. As a general rule, the EU co-financing rate per Partner (including the Lead Partner) cannot exceed 80 per cent of the total eligible expenditures. The EU contribution and the EU co-financing rates per Partners (including the Lead Partner) are set in Annex II of the Contract (i.e. in the finalised Project Form). It is the responsibility of each Partner[2], including the Lead Partner, to finance the own contribution of their respective project parts.

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

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

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

IBAN account number	SK64 75000000 00403193 0479
SWIFT code	CEKOSKBX
Name of bank	Československá obchodná banka, a.s.
Address of bank	Hlavná 21, Galanta, 92401

6. The Lead Partner has to officially notify the Joint Secretariat in written form in case of a change of the separate project bank account within 15 calendar days or with the submission of the Application for Reimbursement at the latest. With the LP's notification the bank account will be

[2] In case the Partner receives EU contribution.

modified, and the modification of this Contract is not necessary. In case the Lead Partner fails to properly inform the Joint Secretariat on the details of its separate bank account, all consequences, including those of financial nature, shall be borne by the Lead Partner.

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

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

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

Article 2
Duration of the Project

1. Project starting date: 01.12.2025

2. Project end date: 31.05.2028

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

Article 3
Object of use

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

2. Project expenditure which qualifies for the EU contribution awarded according to Article 1.1 consists exclusively of project expenditure related to the approved project activities. The rules for the eligibility of expenditure are set in the Project Implementation Manual / Eligibility of expenditures. The relevant EU Regulations in force, in particular Articles 38 to 44 of the Interreg Regulation, as well as the rules contained in Articles 63 to 66 of the CPR, furthermore the national eligibility rules have to be respected. In case of contradiction between the above-mentioned rules, the stricter rule shall apply. The expenditure related to the Project is eligible only if it is in compliance with the applicable European and national legislation in force and if it observes the terms and conditions stipulated in the Contract. The non-compliance with the relevant rules could lead to national authority to take corrective measures and exclude ineligible expenditure.

Article 4
Reporting deadlines

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

	Reporting period	Deadline for submission of the Project Reports and Applications for Reimbursement
1.	01.12.2025 - 31.03.2026	29.06.2026
2.	01.04.2026 - 31.07.2026	29.10.2026
3.	01.08.2026 - 30.11.2026	28.02.2027
4.	01.12.2026 - 31.03.2027	29.06.2027
5.	01.04.2027 - 31.07.2027	29.10.2027
6.	01.08.2027 - 30.11.2027	28.02.2028
7.	01.12.2027 - 31.03.2028	29.06.2028
8.	01.04.2028 - 31.05.2028	29.08.2028

Article 5
Double funding

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

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

Article 6
General Terms and Conditions

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

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

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

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

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

   Article 1 – Contact details of the Parties

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

   Article 3 – Rights and obligations of the Managing Authority

   Article 4 – Project Reports and Applications for Reimbursement

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

   Article 6 – Procurement rules

   Article 7 – Information and publicity

   Article 8 – Ownership/use of results

   Article 9 – Audit rights

   Article 10 – Irregularities

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

   Article 12 – Assignment, legal succession

   Article 13 – Amendments to the Contract and other project changes

   Article 14 – Force majeure

   Article 15 – Conflict of interests and good conduct

   Article 16 – Confidentiality, data protection

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

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

   Annex II – Finalised Project Form

   Annex III – Partnership Agreement

   Annex IV – List of documents to be retained

   Annex V – Applicable project specific State aid rules

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

Article 7
Concluding provisions

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

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

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

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

5. The Lead Partner duly consents to the fact that the Data Controller (Ministry of Foreign Affairs and Trade) and the Technical Data Processor (Széchenyi Programiroda Nonprofit Kft.) will manage all the personal data included in the Project and provided in the contracting or project implementation phase, in line with Regulation (EU) 2016/679 (the GDPR).

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

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

8. The present Contract is signed in three original copies of which one remains at the Lead Partner and two original copies are to be returned to the Joint Secretariat (out of which one copy will be sent to the Managing Authority by the Joint Secretariat). The Lead Partner is to provide a copy of the Contract and its Annexes to all other Partners.

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

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

Place and date:

TOMÁŠIKOVO 06.05.2026

Lead Partner
represented by

Mr. PhDr. Zoltán Horváth
starosta obce

Place and date:

Budapest, 28. 04. 2026

Managing Authority
represented by

Ms. Nikoletta Horváth
Deputy Head of the Managing Authority

Interreg Hungary-Slovakia Joint Secretariat
Széchenyi Programme Office Nonprofit Ltd.
1053 Budapest | Szép u. 2., IV. emelet | Hungary