Interreg
Slovakia-Hungary

Partnership Agreement

Application form ID: SKHU/1601/1.1/212

Project acronym: VIRTOUR

Project title: Sustainable and virtual tourism development in the Nógrád-Hont cross-border region

Interreg V-A Slovakia-Hungary
Cooperation Programme

PARTNERSHIP AGREEMENT

for the implementation of the Project

VIRTOUR

Sustainable and virtual tourism development in the Nógrád-Hont cross-border region

within the

Interreg V-A Slovakia-Hungary Cooperation Programme

between

Municipality of Bánk; H-2653 Bánk, Hősök tere 11.

Represented by: András IVANICS, major

and

Mesto Dudince; 962 71 Dudince, Okruzná 212.

Represented by: PaedDr. Dušan STRIEBORNÝ

RTDM Rétság Nyugat-Nógrád Megyei Turisztikai Desztináció Menedzsment Nonprofit Korlátolt Felelősségű Társaság; H-2100 Gödöllő, Remsey körút 25. fszt. 1. (hereinafter referred to: **RTDM**)

Represented by: Attila MÁRTA, managing director

(Hereinafter jointly referred to as Parties)

On the basis of:

- Council Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002;
- 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;

- 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 European Social 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 – (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);
- the Interreg V-A Slovakia-Hungary Cooperation Programme, approved by the European Commission on 30 September 2015 by Decision Ref No C(2015) 6805 and modified on 1 September 2016 by Decision Ref No C(2016)5653 (hereinafter referred to as the Programme);
- documents of the relevant Call for proposals of the Programme (SKHU/1601), published on 29th July 2016 on the Programme website (hereinafter referred to as the Call for proposals);
- the Beneficiary's manual for the Interreg V-A Slovakia-Hungary Cooperation Programme, laying down the programme specific rules for the implementation of the projects (hereinafter referred to as the Beneficiary's manual);
- the Visibility guide for projects in the Interreg V-A Slovakia-Hungary Cooperation Programme, laying down the programme specific rules on information and publicity measures of the projects (hereinafter referred to as Visibility guide for projects);
- the proposed Project **VIRTOUR** as drafted in the Application form and approved by the Monitoring Committee of the Programme, taking its final form as Annex I of the Subsidy Contract.

All laws, regulations, programme documents mentioned in this agreement – including any amendments made to these rules and regulations – are applicable in the latest version in force.

Article 1

Definitions

1. **Lead Beneficiary:** the Lead Beneficiary is designated by the Project partners 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 form as approved by the Monitoring Committee.

3. **Project partners:** 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 presented as a Lead Beneficiary / Beneficiary budget sheet in the budget of the Application form.

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 Project. This Agreement shall also define their mutual responsibilities concerning the administrative and financial management of the Project.

2. The Application form 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 partners may lead to an early termination of its participation in the Project. This termination has to be decided by consensus by all the other Project partners in a documented manner, provided that the eligibility rules of the Call for proposals are kept with the remaining Project partners and that the consequently initiated amendment of the Subsidy contract is successful at the Managing Authority. However, the Project partner 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 partners in the Project

1. The activities of the Project partners as well as the role of the Lead Beneficiary and of each Beneficiary in the Project are described in the Application form and in the Subsidy contract.
2. The Project partners take into account all rules and obligations as set out in the Subsidy contract and its annexes.
3. The Project partners commit themselves to undertake everything in their power to foster the successful and efficient implementation of the Project.

Article 5

Specific obligations of the Lead 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 form and the Subsidy contract 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 partners 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 partners has been validated by the designated controller at national level and the expenditure declared by the Project partners has been incurred only for the purpose of implementing the Project and that it corresponds to the activities agreed between the Project partners in the frame of the Application form and Subsidy contract;

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 10 days 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 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 Beneficiaries in implementing their obligations by giving them the correct information, indications and clarifications on the procedures;

o) make sure that all Project partners 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 including public procurement documents prepared by the Project partners 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 account[1] 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;

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

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) 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 form. Should a Project partner not fulfil its obligations under this Agreement in due time, the Lead Beneficiary shall admonish the Project partner to fulfil them within a reasonable period of time. The Project partners undertake to find a rapid and efficient solution. Should the non-fulfilment continue, the Lead Beneficiary may decide to debar the Project partner concerned from the Project with approval of the other Project partner. 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 Subsidy contract.

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, according to Article 13 of the Subsidy Contract.

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 Application form/Subsidy contract.

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, 45 days before the deadlines set for the submission of Project reports and Application for Reimbursements in Article 4.13 of the Subsidy Contract. 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 of invoices incurred in other currency than Euro as described in the Subsidy contract. The exchange rate risk is borne by the Lead Beneficiary or Beneficiary concerned.

Article 9

Audits

1. For audit purposes each Project partner shall:

   a) retain all files, documents, receipts and data about the Project within the timeframe stipulated in Article 140(1) of the CPR and further

detailed in the Beneficiary's manual, 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 Beneficiary's manual;

e) provide them access to the place where the Project has been implemented and their business premises during the ordinary business hours and also beyond these hours by arrangement and allow them to carry out on-the-spot-checks related to the Project within the timeframe stipulated in Article 140(1) of the CPR and further detailed in the Beneficiary's manual;

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 partners shall be conducted in accordance with the rules on information and publicity laid down in the Visibility guide for projects in the Interreg V-A Slovakia-Hungary Cooperation Programme.

2. Information and publicity measures shall be co-ordinated among the Project partners. Each Project partner 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 Slovakia-Hungary Cooperation Programme and is responsible for ensuring the adequate promotion of the Project.

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

4. The Project partners settle down that all photographs and audio-visual materials, as EU funded outputs must be free and available for everyone for at least five years after project closure.

5. Settling copyright issues is the responsibility of the Project partners. The Project partners should stipulate among others the ownership, usage rights regarding the respective outputs, if deemed necessary.

6. The Project partners 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 and the acronym of the Project;
   - the name and contact details of the Lead Beneficiary and of the Beneficiaries;
   - the amount of subsidy and the EU co-financing rate;
   - the purpose of the EU 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 to the Project partners.
3. Without prejudice to the previous paragraph, the Project partners grant the Joint Secretariat and the Managing Authority the right to make free use of the results of the Project, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.
4. The Project partners agree that owners of the investments are the following:
   - **the Municipality of Bánk** is the owner of the Information Point, the parking area and the connected landscaping.
   - **Mesto Dudince** is the owner of the result of works connected the revitalisation of Spa Campus Dudince.
5. The Project partners agree that owners of the Project outputs/deliverables are the following:
   - **the Municipality of Bánk is the owner of the following outputs and deliverables:**

     a) not relevant
   - **Mesto Dudince is the owner of the following outputs/deliverables:**

     a) outdoor LED table installed in Dudince

b) multifunctional terminals installed in Dudince

c) Mapping, recording, virtual reconstruction and valorisation of cultural and natural heritage

- **RTDM**

a) Mapping, recording, virtual reconstruction and valorisation of cultural and natural heritage,

b) Tourist small train,

c) Freshwater wildlife educational path - interactive information panels installed in Bánk,

d) Multifunctional terminals installed in Bánk,

e) Freshwater wildlife educational path - professional content development,

f) AR based mobile application - professional content development,

g) AR based mobile application,

h) Needs assessment and model,

i) Effects of tourism and of seasonality on the natural heritage, sustainable action plan development (study),

j) Harmonization possibilities of SK and HU water and tourism management systems, EU conformity check (study),

k) Possibilities of AR use in tourism (strategy),

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 partners agree on the following activities and designate the following rights and duties within the Project partnership:

- **Local Municipality of Bánk:**

Result	Activities	Location	Tools	Financial framework	Source
Establishment of the Touristic Information Point in Bánk	Continuous operation, maintenance in the tourist season	Bánk	- availability of staff - availability of updated documents related to the tourism-related information - maintenance works in all areas being subject of the project	16.200 EUR /year	Budget of the Municipality
Website	Continuous operation, maintenance	Bánk	- availability of staff responsible for continuous update and maintenance of the information provided on the different tools acquired in the project - availability of costs for the operation (general costs) and maintenance, upgrade	6.480 EUR / year	Budget of the Municipality

- **Mesto Dudince:**

Result	Activities	Location	Tools	Financial framework	Source
Revitalisation of the Spa Campus Dudince	Continuous operation, maintenance	Dudince	- availability of staff - availability of updated documents related to the tourism-related information - maintenance works in all areas being subject of the project	14.600 EUR /year	Budget of the Municipality
Virtual exhibition, outdoor LED-tables and multifunctional terminals	Continuous operation, maintenance	Dudince	- availability of staff responsible for continuous update and maintenance of the information provided on the different tools acquired in the project - availability of costs for the operation (general costs) and maintenance, upgrade	1.000 EUR / year	Budget of the Municipality

- **RTDM:**

Result	Activities	Location	Tools	Financial framework	Source
Virtual exhibition, outdoor LED-tables and multifunctional terminals	Continuous operation, maintenance	Bánk	- availability of staff responsible for continuous update and maintenance of the information provided on the different tools acquired in the project - availability of costs for the operation (general costs) and maintenance, upgrade	500 EUR	Budget of the RTDM
Tourist small train	Continuous operation, maintenance	Bánk	- availability of staff for the operation of the small train - availability of costs for the operation (general costs) and maintenance,	1000 EUR	Budget of the RTDM

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

   Not relevant.

   The project does not generate revenue as per Section 9 (Financial overview) of the Application Form.

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 of the final payment to the Lead Beneficiary, 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 partners, the Project partners agree not to abandon the Project unless there are unavoidable reasons for it.

2. In case a Project partner withdraws from the Project or is debarred from it, the remaining Project partners shall undertake to find a rapid and efficient solution

to ensure further proper project implementation without any delay. Consequently, the Project partners shall endeavour to cover the contribution of the withdrawing Project partner, either by assuming its tasks by one or more of the remaining Project partners or by asking a new Project partner to join the Project partnership, regarding the respective 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 partners that backed out of the Project or were 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 10 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 partner 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 partner changes its legal form, the Project partner is obliged to transfer all duties under this Agreement to the legal successor. The Beneficiary shall notify the Lead Beneficiary in written form

within **30 days <u>before</u> the change.** 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 Hungarian law, being the law of the country of the Lead Beneficiary. Each Project partner shall be liable to the other Project partners 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 partner involved must announce this immediately in writing to the other Project partners.

Article 17

Specific conditions

1. Parties agree that certain activities of the Beneficiary {Municipality of Bánk } 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.

Article 18

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 partner 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 **Buda Central District Court (Budai Központi Kerületi Bíróság, 1021 Budapest, Budakeszi út 51/B.)** shall have competence to rule in all legal disputes arising from this Agreement.
7. 6 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:	Municipality of Bánk
Name and title of legally authorised representative:	András IVANICS, major
Place, date (and stamp):	
Signature:	

Name of Beneficiary:	Mesto Dudince
Name and title of legally authorised representative:	PaedDr. Dušan STRIEBORNÝ, major
Place, date (and stamp):	
Signature:	

Name of Beneficiary:	RTDM Rétság Nyugat-Nógrád Megyei Turisztikai Desztináció Menedzsment Nonprofit Korlátolt Felelősségű Társaság
Name and title of legally authorised representative:	Márta Attila, managing
Place, date (and stamp):	
Signature:	

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

Annexes to the Partnership agreement

Annex 1 – Details of the bank accounts to which the EU contribution of the Beneficiaries shall be transferred, data (IBAN number, SWIFT code of the account, name and address of bank) per Beneficiary.

Name of Beneficiary: **Municipality of Bánk**

IBAN account number	HU79 1175 1418 1652 8880 0000 0000
SWIFT code	OTPVHUHB
Bank name	OTP Bank Nyrt.
Bank address	2651 Rétság, Rákóczi utca 28-30.

Name of Beneficiary: **Mesto Dudince**

IBAN account number	SK13 0200 0000 0033 9760 1253
SWIFT code	SUBASKBX
Bank name	VÚB, a.s
Bank address	Mlynské nivy 1, 829 90 Bratislava

Name of Beneficiary: **RTDM Rétság Nyugat-Nógrád Megyei Turisztikai Desztináció Menedzsment Nonprofit Korlátolt Felelősségű Társaság**

IBAN account number	HU26 1174 2049 2990 4075 0000 0000
SWIFT code	OTPVHUHB
Bank name	OTP Bank Nyrt.
Bank address	H-2100 Gödöllő, Szabadság tér 12-13.