



# **SUBSIDY CONTRACT**

## **for the EU contribution**

**Application form ID: SKHU/1601/1.1/035**

**Project acronym: Aggtelek-Domica curative cave**

**Project title: Medical/wellness tourism development in the world heritage caves of the  
Aggtelek and Slovak Karst**

**Interreg V-A Slovakia-Hungary  
Cooperation Programme**



# **SUBSIDY CONTRACT**

for the implementation of the

**Project No: SKHU/1601/1.1/035,  
with acronym: Aggtelek-Domica curative cave**

within the Interreg V-A Slovakia-Hungary  
Cooperation Programme

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

**Prime Minister's Office of Hungary**

acting as the Managing Authority of the Interreg V-A Slovakia-Hungary Cooperation Programme (hereinafter referred to as the Managing Authority)

Address: 1055 Budapest, Kossuth tér 1-3, Hungary

Tax number: 15775292-2-41

on one hand,

and

**Aggteleki Nemzeti Park Igazgatóság**

Address: 3758 Jósvalő, Tengerszem oldal 1., Hungary

Tax number: 15323857-2-05

Represented by: Mr. Balázs Veress, director  
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) 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);
- 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 internal market in application of Articles 107 and 108 of the Treaty.

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

- 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);
- 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 partners);
- Hungarian Government Decree No 44/2016. (III. 10.) on state aid rules in implementation of European Territorial Cooperation Programmes in the period 2014-2020
- 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 Guide on eligible expenditures for the Interreg V-A Slovakia-Hungary Cooperation Programme (hereinafter referred to as the Guide on eligible expenditures);
- 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 relevant national level legislation governing the rules of public procurement procedures in Hungary and Slovak Republic.

**(1) Article**  
**Award of subsidy**

- 1.1. In accordance with the decision of the Monitoring Committee, dated 17 July 2017, an earmarked subsidy is awarded to the Lead Beneficiary from the ERDF funding under the Interreg V-A Slovakia-Hungary Cooperation Programme for the implementation of the project No 'SKHU/1601/1.1/035' with the acronym 'Aggtelek-Domica curative cave', entitled 'Medical/wellness tourism development in the world heritage caves of the Aggtelek and Slovak Karst' (hereinafter referred to as the Project).

*Maximum EU contribution awarded:* 1,373,683.64 EUR  
*say: one million, three hundred seventy-three thousand, six hundred eighty-three euros and sixty-four cents*

*Total project budget:* 1,616,098.40 EUR  
*(including Lead Beneficiary and the other Beneficiaries)* *say: one million, six hundred and sixteen thousand, ninety-eight euros and forty cents*

- 1.2. If the subsidy to be received for the implementation of the project is affected by State aid, detailed rules can be found in Annex IV.
- 1.3. The EU co-financing rates per Beneficiary (including the Lead Beneficiary) are set in Annex I of the 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.
- 1.4. The maximum amount of EU contribution awarded for the Project cannot be exceeded without decision of the Monitoring Committee.
- 1.5. Should the total eligible costs after the completion of the Project is 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 partners set in Annex I.
- 1.6. 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.
- 1.7. 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.

**(2) Article**  
**Duration of the Project**

- 2.1. Project starting date: 01.11.2017

- 2.2. Project end date: 31.10.2019
- 2.3. 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.* and paid according to the Guide on eligible expenditures.
- 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 and paid according to the Guide on eligible expenditures.

### **(3) Article Object of use**

- 3.1. The EU contribution is awarded exclusively for the implementation of the Project as it is described in the Application form and its annexes and documents attached to present contract as Annex I. The 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
  - b) Any subsequent amendments of the contract and its Annexes made in accordance with the provisions of *Article 10.*
- 3.2. 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 form approved by the Monitoring Committee. The rules for the eligibility of expenditure are set in the Guide on eligible expenditures. 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.

### **(4) Article Reporting and Applications for Reimbursement**

- 4.1. 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 (*means 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 Application form. 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.

- 4.2. 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 90 calendar days from the end date of each reporting period. The reporting periods and the actual deadlines for submission are indicated in *Article 4.14*.
- 4.3. 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.
- 4.4. 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 4.14*. Only budget lines foreseen in the present Contract and only Project partners involved according to the Application form can be considered for Application for Reimbursement.
- 4.5. The Final project report and Application for Reimbursement have to be submitted to the Joint Secretariat within 90 calendar days after the end date of the Project as indicated in *Article 2.2*.
- 4.6. 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 according to the Beneficiary's manual.
- 4.7. 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. Therefore, each partner has the obligation to ensure that its expenditures are checked and validated by a controller from the state on whose territory it is located, before the reimbursement request is submitted.
- 4.8. The Lead Beneficiary shall ensure that the expenditure presented by the Project partners has been incurred for the purpose of implementing the Project and that it corresponds to the activities agreed between the Project partners as described in *Annex I*.
- 4.9. In compliance with Point 2 (d) of Article 13 of the ETC Regulation, the Lead Beneficiary shall ensure that the expenditure presented by each Beneficiary has been validated by the designated Control Body. The designated Control Bodies and the base for national level control requirements for both Member States are available in the Guide on eligible expenditures.
- 4.10. 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 partners not submitted for validation 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 requested only in the first reporting period. In other case the decision of the Monitoring Committee is needed.

- 4.11. 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 partners.
- 4.12. Project partners 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/or other 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<sup>1</sup> of the European Commission in force in the month during which that expenditure is firstly submitted in the given reporting period for validation by the Project partners to the Control Body.
- 4.13. The exchange rate risk is borne by the Lead Beneficiary or Beneficiary concerned.
- 4.14. 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 of ERDF contribution (EUR)
1	01.11.2017 – 28.02.2018	29.05.2018	18,679.60 €
2	01.03.2018 – 30.06.2018	28.09.2018	190,327.24 €
3	01.07.2018 – 31.10.2018	29.01.2019	354,094.70 €
4	01.11.2018 – 28.02.2019	29.05.2019	327,651.20 €
5	01.03.2019 – 30.06.2019	29.09.2019	349,296.45 €
6	01.07.2019 - 31.10.2019	29.01.2020	133,634.45 €
Total			1,373,683.64 €

- 4.15. 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.

<sup>1</sup> The monthly exchange rates of the European Commission are available at the website of the European Commission:  
[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/infoeuro/index\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/index_en.cfm)



- 4.16. In case of a decision on the decommitment of the Project, the Managing Authority initiates the amendment of the present Contract. The modification of the contract in case of decommitment at project level shall take the form of a decision of the Managing Authority, which will be notified to the Lead Beneficiary, and which becomes part of the contract. In case of a decision on the decommitment of the project, the Lead Beneficiary shall submit a revised budget and Application Form, reflecting the decommitment, within two weeks following the receipt of MA's notification. In case of failure to respect the deadline, the decommitment shall be applied proportionally to all budgetary lines.
- 4.17. The Lead Beneficiary shall submit Project follow-up reports concerning investment type of projects, proving the sustenance of the project outputs. Details about the content and submission of Project follow-up reports are regulated in the Beneficiary's manual valid for the given Call for proposals.
- 4.18. 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 output indicators 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 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 via Project report to the Joint Secretariat. This reporting of underspending does not exempt for the possible n+3 decommitment.

## **(5) Article**

### **Reimbursement of EU contribution to the Lead Beneficiary**

- 5.1. 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.
- 5.2. 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. If the Report contains ineligible expenditure, the Joint Secretariat is entitled to send it back to the Lead Beneficiary or initiate irregularity procedure. In this case the Lead Beneficiary shall 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).

- 5.3. 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. 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 Beneficiary's manual. During this period, irregularity procedures and repayments can be initiated related to the Project.
- 5.4. 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.
- 5.5. 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.
- 5.6. The EU contribution will be reimbursed in EUR exclusively and will be transferred to the following separate project EUR bank account indicated by the Lead Beneficiary:

<b>IBAN account number:</b>	<b>HU76-10004885-10008016-00819437</b>
<b>SWIFT code:</b>	<b>HUSTHUHB</b>
<b>Bank name:</b>	<b>Magyar Államkincstár</b>
<b>Bank address:</b>	<b>1054 Budapest, Hold utca 4.</b>

- 5.7. 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.
- 5.8. 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, and will make no deduction, retention or further specific charge from the ERDF amounts it receives.
- 5.9. 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 Reports. Bank statement proving that the Lead Beneficiary transferred the EU contribution approved in the Final project report to the Beneficiary(ies) must be submitted to the Joint Secretariat within 5 (five) working days from the transfer.

**(6) Article**  
**Double funding**

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

**(7) Article**  
**Representation of the Project partners, liability and additional obligations of the Lead Beneficiary**

- 7.1. 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.
- 7.2. 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 coordinate the implementation of the project in due time according to the provisions of the present contract and of the national and European legislation, and 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 Annex I;
  - 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 Annex I;
  - 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 Project 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.
- 7.3. The Lead Beneficiary bears responsibility for the activities of the other Beneficiaries and the sub-contractors like its own activities.
- 7.4. The Lead Beneficiary takes full responsibility for the damages caused to third parties from its own fault during the implementation of the Project. The Managing Authority has no responsibility for the damages caused to third parties as a result of executing the Contract.
- 7.5. The Lead Beneficiary is liable towards the Managing Authority for ensuring that the Project partners fulfil their obligations under this Contract.

## **(8) Article**

### **Procurement rules**

- 8.1. According to 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 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/branch office of the given organisation.
- 8.2. Documents which should be submitted to support validation of costs related to procurements below national threshold are listed in the Guide on eligible expenditures.

**(9) Article**  
**Information and publicity**

- 9.1. The Lead Beneficiary and all Project Partners undertakes to fulfil the information and publicity measures set out in the Visibility guide for projects, with the aim of promoting the fact that co-financing is provided from EU contribution available under the Interreg V-A Slovakia-Hungary Cooperation Programme, furthermore it undertakes to ensure the adequate promotion of the Project.
- 9.2. 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 Slovakia-Hungary Cooperation Programme, by following the instructions detailed in the Visibility guide for projects.
- 9.3. Any notice or publication by the Project partners, 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.
- 9.4. 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 and contact details 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.
- 9.5. 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 web site (if any) to the Programme website – [www.skhu.eu](http://www.skhu.eu).

**(10) Article**  
**Amendments to the Contract and other project changes**

- 10.1. The Lead Beneficiary has to request the modification of the Contract in case of substantial changes in the Project which are the following:
- a) changes in the composition of the project partnership (except legal succession);
  - b) substantial changes in the content of the Project (resulting in a more than 20 per cent deviation from the quantified output indicator(s));
  - c) changes in project activities (either introducing new ones or replacing old ones);
  - d) financial reallocations between the cost categories exceeding 20 per cent of either affected expenditure category and exceeding 10 000,00 EUR within the budget of the Lead Beneficiary or the particular Beneficiary;
  - e) prolongation of the project duration;
  - f) change of the bank account of the Lead Beneficiary.
- 10.2. Modifications of the Contract cannot affect the basic purpose of the Project as approved by the Monitoring Committee.
- 10.3. Any request (except from the decommitment decision of the MA) for a modification of the Contract has to be justified and submitted by the Lead Beneficiary to the Joint Secretariat in a written form, as regulated in the Beneficiary's manual. 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 Lead Beneficiary can be contacted if any further clarification of the submitted modification request or change in the project is necessary. The Addendum to the Contract has to be signed by both Parties according to the approval of the Managing Authority / Monitoring Committee according to the Beneficiary's manual.
- 10.4. Budget reallocations between the Lead Beneficiary and the other Beneficiaries, furthermore budget reallocations between the other Beneficiaries are not allowed.
- 10.5. The Addendum to the 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.
- 10.6. Other changes in the Project than listed in Article 10.1 will not require Contract modification, but the Lead Beneficiary has to notify the Joint Secretariat in a written form providing description and justification of a change. The change is approved

once the Lead Beneficiary receives a confirmation from the Joint Secretariat that the project change is accepted. Examples of these changes are as follows:

- a) changes of addresses, contact details, statutory representative/s, contact person/s;
  - b) changes of bank accounts of Beneficiaries (other than Lead Beneficiary);
  - c) changes in project activities (specification/description);
  - d) changes in project timetable (not having impact on the overall project duration);
  - e) changes in budget items provided that they do not affect the basic purpose of the project approved by the Monitoring Committee; and
  - f) financial reallocations within cost categories or in between the cost categories equalling or not exceeding 20 per cent of either affected expenditure category or equalling or not exceeding 10 000,00 EUR within the budget of the Lead Beneficiary or the particular Beneficiary;
- 10.7. Detailed rules describing each case of Contract modification or other changes in the Project are set in the Beneficiary's manual.
- 10.8. Request for modification of the Contract and/or changes related to the budget of the Lead Beneficiary and other Beneficiaries can be requested only once during a reporting period of the Project.
- 10.9. The limit of budget reallocation is calculated from the concluded original Contract, therefore accumulation of changes is counted together and rules are applied accordingly. By its nature, any increase of budget of a expenditure category(ies) on one side leads to a reduction of budget of other expenditure category(ies) on the other side, therefore either effected expenditure categories are counted concerning to the rule. All indicated changes in the Project have to respect the rules of the Call for proposals and Applicant's manual and Guide on eligible expenditures, e.g. meaning that if a limit for a certain type of cost was given in the Guide on eligible expenditures, the notified (initiated) change has to respect the limit as well.

## **(11) Article**

### **Assignment, legal succession**

- 11.1. 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.
- 11.2. The Lead Beneficiary is allowed to assign all or parts of its duties and rights under the present Contract only after prior decision of the Monitoring Committee and written consent of the Managing Authority.

- 11.3. 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. In case of legal succession – as all duties under the present Contract is transferred to the legal successor – therefore the Contract shall not be modified.

## **(12) Article Audit rights**

- 12.1. 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.
- 12.2. 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 Beneficiary's manual. Documents to be retained are listed in Annex III.
- 12.3. 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.
- 12.4. The Lead Beneficiary is obliged to guarantee the fulfilment of the above stipulated duties in relation to all other Beneficiaries as well.
- 12.5. Observing the recommendations received after an audit must be ensured by the Project partners, otherwise the Managing Authority has the right to terminate the Contract.

## **(13) Article Irregularities**

- 13.1. The Managing Authority shall show zero tolerance to any suspected cases of fraud and shall take all necessary measures to prevent and correct such cases. In case of an irregularity is found and decided 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. In case an irregularity is committed, the Managing Authority



shall impose to the Lead Beneficiary all the necessary measures for the elimination or diminishing of the consequences on the implementation of the project.

- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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.

#### **(14) Article**

##### **Right of withdrawal – Repayment – Suspension of reimbursement**

- 14.1. 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 partners 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



shall impose to the Lead Beneficiary all the necessary measures for the elimination or diminishing of the consequences on the implementation of the project.

- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
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  - 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 partners 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 Project 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 output indicators, 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.

14.2. 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 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.

14.3. 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.

14.4. 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.

- 14.5. 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.
- 14.6. 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, including the occurrence of force majeure. Force majeure is any external event, unforeseeable, absolutely invincible and inevitable occurred after the conclusion of this Subsidy Contract and which prevents the execution of all or part of this 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. The parties shall take all measures at their disposal to limit the consequences of force majeure. The execution of the contract is suspended from the occurrence of force majeure during the whole period of its action. 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.
- 14.7. 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.
- 14.8. In case of observations and/or reservations raised by the Commission on the description of the Management and Control System of the Interreg V-A Slovakia-Hungary Programme or in case of a system error detected, the MA has the right to temporarily withhold payments to a particular project partner or the project as a whole. Payment suspension(s) shall be lifted as soon as observations and/or reservations raised by the Commission have been withdrawn and the MA has received sufficient evidence on the solution of the systemic error(s) detected. In case the European Commission takes the decision of interrupting or totally suspending the funds, the Managing Authority may terminate the contract.

## **(15) Article**

### **Ownership/use of results, revenues generated**

- 15.1. The Project retains the EU contribution only if it does not, within five years of the final payment to the Lead Beneficiary - except where State aid rules provide for a different period -, undergo a substantial modification such as;
- a) a cessation or relocation of a productive activity outside the programme area;

- b) a change in ownership of an item of infrastructure which gives to a firm or a public body an undue advantage;
  - c) a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives.
- 15.2. 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 partners. 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.
- 15.3. The use of the results of the Project can be checked by the Managing Authority / Joint Secretariat. Widespread publicity of such results shall be ensured by the Lead Beneficiary in order to make them available to the public.
- 15.4. The Lead Beneficiary and the Managing Authority 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.
- 15.5. For projects which have calculated the expected net revenues in line with Article 61 (3) of the CPR during the application stage and included the related amount in the application, the ERDF contribution to the project is already determined with consideration to the corresponding net revenue generated. If project related revenue occurs for projects where revenues have not been foreseen, therefore have not been deducted at application phase it decreases the basis for co-financing and must be deducted from the total expenditure by the controller during implementation phase. Where it is objectively not possible to determine in advance the revenues that occur after project implementation, the net revenue generated within three years of the completion of the project, or by the deadline for the submission of documents for programme closure, whichever is the earlier, have to be reported to the MA/JS. The corresponding ERDF contribution has to be either withheld from the last instalment to the project or reimbursed to the MA.

## (16) Article Concluding provisions

- 16.1. 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.
- 16.2. Amendments and supplements to the present Contract must be in written form.
- 16.3. 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:



**SKHU Joint Secretariat**  
**Szép utca 2.**  
**1053 Budapest, Hungary**

- 16.4. 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:** 3758 Jósvafő, Tengersizem oldal 1., Hungary  
**Name of contact person:** Mrs. Zsuzsa Hordós-Nagy  
**E-mail address:** hordosnagyzsuzsa.anpi@gmail.com  
**Telephone and mobile number:** +36 48 506 000; +36 30 370 1333

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.

- 16.5. The Annexes to this Contract are binding and form an integral part of the Contract.
- 16.6. 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 Contract shall be settled by the Pest Central District Court.
- 16.7. 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 (out of which one copy will be sent to the Managing Authority by the Joint Secretariat).
- 16.8. The Contract enters into force on the date of signature by the last of both Parties.
- 16.9. The present Contract shall remain in force until the Lead Beneficiary has discharged in full its obligations arising from the Contract towards the Managing Authority, i.e. as long as any duties linked to the EU funding might be claimed.

Place and date: <i>JÓSVAFŐ, 19 DECEMBER 2017</i>	Place and date: <i>Budapest, 13 December 2017</i>
Lead Beneficiary represented by	Managing Authority represented by
 .....	 .....
<b>Balázs Veress</b> Director	<b>Adrián Savanyú</b> Head of the Managing Authority

## **Annexes to the Contract**

- I. Application form / separate documents agreed with Lead Beneficiary during contracting
- II. Partnership agreement signed by each Project partners
- III. List of documents to be retained
- IV. Applicable project specific State aid rules

Identification of the Call for proposals	Project registration number
<b>SKHU/1601</b>	<b>SKHU/1601/1.1/035</b>



## Application form

Title of the Programme **Interreg V-A Slovakia Hungary Cross Border Cooperation Programme**

Name of the Lead Beneficiary **Aggteleki Nemzeti Park Igazgatóság**

Title of the project **Medical/wellness tourism development in the world heritage caves of the Aggtelek and Slovak Karst.**

Project acronym **Aggtelek-Domica curative cave**

Priority Axis **PA1 | Nature and culture**

Specific objective **SO1.1 | To increase the attractiveness of the border area**

Total budget **1 616 098,40 EUR**

ERDF contribution **1 373 683,64 EUR**



**2. MAIN DATA****Project title**

98 /200

**Medical/wellness tourism development in the world heritage caves of the Aggtelek and Slovak Karst.****Project acronym**

29 /30

Aggtelek-Domica curative cave

**Project duration****24****Months****Lead Beneficiary****Aggteleki Nemzeti Park Igazgatóság****Priority axis**

PA1 | Nature and culture

**Specific objective**

SO1.1 | To increase the attractiveness of the border area

**Type of action**

Maintaining and promoting natural heritage in the programme area

**Project start date**

11

Month

2017

Year

**Project end date**

10

Month

2019

Year

**Source of funding****Total budget****1 616 098,40 EUR****ERDF contribution****1 373 683,64 EUR****State contribution****242 414,76 EUR****Own contribution****-****0,00 EUR****Hungary**

195 528,66 EUR

**Own public contribution****-**

0,00 EUR

**Slovakia**

46 886,10 EUR

**Own private contribuion****-**

EUR

**Planned net revenue****- EUR**



### 3. PROJECT SUMMARY

#### Short project summary in English

1974/2000

Project title: Medical/wellness tourism development in the world heritage caves of the Aggtelek and Slovak Karst.

Due to the abundance of their shapes, the karst objects of the Aggtelek Karst and the Slovak Karst are internationally significant. Annually, more than 200,000 visitors come to see the cross-border cave system, having an appropriate entrance on both sides of the border.

The development is aimed at 3 caves of the Baradla-Domica cave system.

The therapeutic effect of the air in the cave Béke near Jósavfő has been recognised very early in history - in 1969 it was officially declared the first therapeutic cave in Hungary. Currently, its certification is not valid any more (20 year period), due to the state of the system of passages and various processes it is not active any more.

The cave Baradla has the longest history of research and public availability in Hungary. Researchers have recognised the special climate of the cave very early, which - due to the aspects of hygiene and microbiology - has a therapeutic effect; however, its certification has not been performed yet.

In the cave Domica - having significant geomorphological values - the construction of a climate therapy facility was started in the shaft of Demek-lápa in 2010, however, its final shape has not been achieved yet.

The cave system may be perceived as an attraction operated jointly by the two countries; the therapeutic operation requires even more intense cooperation of the appropriate nature conservancy institutions.

The aim of the project is to perform the obligatory surveys required for the certification of the caves of the cross-border cave system of the Aggtelek and Slovak Karst as therapeutic caves. Our further aim is the creation of the infrastructure necessary for the operation of the therapeutic caves, the performance of the necessary internal and external construction works and the procurement of the assets required for the performance of speleotherapy.

#### Short project summary in Hungarian

1948/2000

A projekt címe: Medical/wellness tourism development in the world heritage caves of the Aggtelek and Slovak Karst.

Az Aggteleki- és Szlovák-karszt képződményeit rendkívüli formagazdagságuk nemzetközi jelentőségűvé teszi. A határon átnyúló és a határ mindkét oldalán kiépített bejáratokkal rendelkező barlangrendszer évente több, mint 200.000 látogatót fogad.

A fejlesztés a Baradla-Domica-barlangrendszer 3 barlangjára irányul.

A jósavfői Béke-barlang levegőjének gyógyhatását hamar felismerték, 1969-ben, elsőként Magyarországon hivatalosan gyógybarlanggá nyilvánították. Jelenleg minősítése lejárt (20 éves időszak), a járatrendszer állapota és különböző folyamatok következtében ma már nem működik aktívan.

A Baradla-barlang Magyarország legrégebben kutatott és látogatott barlangja. Kutatói már régen felfigyeltek a barlang különleges klímájára, mely a levegő higiénés-mikrobiológiai állapotából adódóan gyógyhatással rendelkezik, azonban minősítése még nem történt meg.

A jelentős geomorfológiai értékekkel rendelkező Domica-barlangban 2010-ben elindult a klímaterápiás helyiség fejlesztése a Demek-lápai táró aljában, azonban végleges kialakítása nem történt meg.

A barlangrendszer jelenleg is a két ország közösen működtetett attrakciójának mondható, a gyógyterápiás működtetés pedig fokozott együttműködést igényel a természetvédelmi kezelő szervektől.

A projekt célja az Aggteleki- és Szlovák-karszt barlangrendszerében, a határon átnyúló hálózattal rendelkező barlangok gyógybarlanggá minősítéséhez kötelezően előírt vizsgálatok elvégzése és a minősítés megszerzése. Célunk továbbá a gyógyturisztikai működéshez szükséges infrastruktúra kialakítása, a szükséges belső és külső építési munkálatok elvégzése, valamint a gyógyterápiás eszközök beszerzése.

A projekt eredményeként létrejövő gyógybarlang mind Magyarországon, mind Szlovákiában ritka turisztikai attrakció lesz, ami több hetes tartózkodási igényt támaszt az ide látogatóknak.

**Short project summary in Slovak**

1964/2000

Názov projektu: Rozvoj zdravotného turizmu/wellness turizmu v jaskyniach svetového dedičstva Aggteleckého a Slovenského krasu.

Útvary Aggteleckého a Slovenského krasu sú medzinárodného významu vďaka svojej rozmanitosti útvarov. Cezhraničný jaskynný systém, ktorý disponuje vybudovanými vstupmi na oboch stranách hranice prijme každoročne viac ako 200 000 návštevníkov.

Rozvojové aktivity sú zamerané na 3 jaskyne jaskynného systému Baradla - Domica.

Liečebný účinok vzduchu jaskyne Béke pri obci Jósvald sa prejavil skoro, v roku 1969 sa oficiálne stala jaskyňa 1. terapeutickou jaskyňou v Maďarsku. V súčasnosti je certifikácia jaskyne už neplatná (20-ročné obdobie) a vzhľadom na stav systému chodieb a následkom rôznych procesov už nie je aktívne využívaná.

Jaskyňa Baradla je jaskyňou s najdlhšou históriou skúmania a návštevnosti na území Maďarska. Odborníci skúmajúci túto jaskyňu už dávno spozorovali, že špeciálna klíma jaskyne disponuje liečebnými účinkami, a to vďaka hygienickému a mikrobiologickému stavu tunajšej atmosféry, no doteraz jaskyňa neprešla certifikáciou.

V jaskyni Domica disponujúcej významnými geomorfologickými hodnotami došlo v roku 2010 k spusteniu aktivít zameraných na vytvorenie priestorov pre klimatickú terapiu v spodnej časti šachty Demek-lápa, avšak tieto priestory doposiaľ neboli dokončené.

Tento jaskynný systém je možné považovať aj v súčasnosti za atrakciu prevádzkovanú oboma krajinami spoločne, pričom prevádzka na účely terapie si vyžaduje ešte bližšiu súčinnosť orgánov zameraných na ochranu prírody.

Účelom projektu je vykonanie skúšok predpísaných pre účely certifikácie jaskýň cezhraničného jaskynného systému Aggteleckého a Slovenského krasu a získanie certifikátu liečebnej jaskyne. Naším cieľom je tiež vytvorenie infraštruktúry potrebnej pre prevádzku na účely liečebného turizmu, vykonanie potrebných stavebných prác v interiéri aj v exteriéri, resp. nákup prostriedkov potrebných pre výkon speleoterapie.

**4.1 LEAD BENEFICIARY DATA****LB - ANPI****Official name of the organization in native language**

34 /150

**Aggteleki Nemzeti Park Igazgatóság****Abbreviated name**

4 /10

ANPI

**WEB site**<http://anp.nemzetipark.gov.hu/>**Official address of the organization****State**

Hungary

**County**

Borsod-Abaúj-Zemplén megye

**Town/Municipality**

Jósvafő

**Postal code**

3758

**Street and number**

Tengerszem oldal 1.

**PO Box**

3758 Jósvafő, Tengerszem oldal 1.

**Mailing address****State**

Hungary

**County**

Borsod-Abaúj-Zemplén megye

**Town/Municipality**

Jósvafő

**Postal code**

3758

**Street and number**

Tengerszem oldal 1.

**PO Box**

3758 Jósvafő, Tengerszem oldal 1.

**Registration number**

15323857 8412 312 05

**Type of beneficiary**

Public institution

**Tax number**

15323857-2-05

**Legal criteria**

Organisation established and governed by public law for the specific needs of public interest

**Source of finance**

Central budgetary organization

**Statutory representative****Pre-NL****Given name**

Balázs

**Family name**

Veress

**Post-NL****Status in organization**

Director

**Telephone**

+36 48 506 000

**Mobile**

+36 48 506 000

**E-mail**[info.anp@t-online.hu](mailto:info.anp@t-online.hu)



Contact person			
Pre-NL	Given name	Family name	Post-NL
	Zsuzsa	Hordós Nagy	
Status in organization		Telephone	
Coordinator of projects		+36 48 506 000	
Mobile		E-mail	
+36 30 370 1333		hordosnagyzsuzsa.anpi@gmail.com	
Official name of the branch office (if relevant):			
0 /150			
Official address of the branch office (if relevant):			
State	County		
Town/Municipality	Postal code		
Street and number	PO Box		
Thematic competences and experiences			
Please describe the organisation's thematic competences and experiences relevant for the project.			
792 /1000			
<p>The Aggtelek National Park Directorate is a separate entity working under the direction of the Ministry of Agriculture of Hungary, an independently operating budget organization, with complete liability for the use of its appropriations.</p> <p>Similarly to other national parks and heritage protection institutions in the world and in Hungary, it operates to reveal, protect and utilize natural and cultural information, conveying it to the public. Its activities may be called successful, if it can perform these three tasks in an integrated fashion, maximizing the use of the given terms and conditions (infrastructure). In addition to this, it holds the right of the first-degree authority dealing with nature protection offenses and it operates the Nature Protection Patrol of the Directorate.</p>			
Experience with cross-border projects			
Programme title	Hungary-Slovakia Cross Border Co-Operation Programme 2007-2013		
Project ID	HUSK 1101/2.2.1/0004		
Total amount of the project budget (EUR)	505.958		
Brief description of the project			
991 /1000			
<p>The aim of the project is the preservation of the natural values of the surface waters and wetlands along the water catchment area of the river Hornád/Hernád in Slovakia and in Hungary.</p> <p>Its specific goals are:</p> <ul style="list-style-type: none"> <li>- to perform a survey of the impacts of human activity threatening the river, to elaborate proposals for their elimination</li> <li>- to perform a survey of data concerning the presence and population size of the special protection aquatic species, as well as the invasive aquatic species</li> <li>- to perform a botanical survey of the special protection and conservancy wetlands</li> <li>- to coordinate the ecological status assessment systems of the respective countries</li> <li>- further education of the nature protection experts of the National Park</li> </ul>			

## 4.2 BENEFICIARY DATA

B2 - SOPSR

Official name of the organization in native language

43 /150

Štátna ochrana prírody Slovenskej republiky

Abbreviated name

5 /10

SOPSR

WEB site

http://www.sopsr.sk

## Official address of the organization

State

Slovakia

County

Banskobystrický kraj

Town/Municipality

Banská Bystrica

Postal code

97401

Street and number

Tajovského 28B

PO Box

## Mailing address

State

Slovakia

County

Banskobystrický kraj

Town/Municipality

Banská Bystrica

Postal code

97401

Street and number

Tajovského 28B

PO Box

## Registration number

17058520

## Type of beneficiary

Public institution

## Tax number

2021526188

## Legal criteria

Organisation established and governed by public law for the specific needs of public interest

## Source of finance

State administration organizations

## Statutory representative

Pre-NL

Given name

Ing.

Milan

Family name

Boroš

Post-NL

## Status in organization

General director

## Telephone

+421 48 472 2026

## Mobile

no

## E-mail

milan.boros@sopsr.sk



Contact person			
Pre-NL	Given name	Family name	Post-NL
RNDr.	Ludovít	Gaál	Phd.
Status in organization		Telephone	
Head of cave care department		+421 475811528	
Mobile		E-mail	
+421 903235246		ludovit.gaal@ssj.sk	

Official name of the branch office (if relevant):	25 /150
Správa slovenských jaskýň	

Official address of the branch office (if relevant):	
State	County
Slovakia	Košický kraj
Town/Municipality	Postal code
Kečovo	04955
Street and number	PO Box
Domica	

Thematic competences and experiences	
Please describe the organisation's thematic competences and experiences relevant for the project.	973 /1000
<p>The State Nature Conservancy of the Slovak Republic (SNC SR) as an expert institution supervised by the Ministry of Environment is focused on actions for nature and landscape conservation and administration of Slovak caves accessible to visitors in accordance with the provisions of the Act. No 543/2002 C.L. on nature and landscape conservation as amended by later regulations.</p> <p>The SNC SR also has administration units throughout the whole of Slovakia, including 9 national park and 14 protected landscape areas.</p> <p>Slovak Caves Administration as a branch of the State Nature Conservancy of Slovak Republic has a long lasting experience in operation of show caves. Domica Cave as a project locality is a part of the transboundary Slovak - Hungarian Domica - Baradla cave system. By now the tourism in Domica was</p>	

Experience with cross-border projects	
Programme title	Hungary-Slovakia Cross Border Co-Operation Programme 2007-2013
Project ID	HUSK/1101/2.2.1/0180
Total amount of the project budget (EUR)	527,355.30
Brief description of the project	737 /1000
<p>The comprehensive goal of the project is to preserve the abiotic and biotic values of the affected cave systems and the provision of their long-term sustainability.</p> <p>Specific project goals: surveys of hydrogeological connections aimed at the joint management of the caves, biological and morphological surveys, survey and prevention of contaminants originating on the surface, transfer of the already accomplished individual professional and scientific research results between the partners and/or their joint utilisation for the provision of measures. The results allow the partners to gain a deeper understanding of the interconnected cave systems, belonging to the World Heritage, thus their long-term sustainability and management.</p>	

## 5. PROJECT DESCRIPTION

### 5.1 Project relevance

#### 5.1.1 Project objectives *(What is the purpose of your project?)*

1999/2000

The aim of the project is to perform surveys and use results to implement development of therapy tourism services within the cross-border Baradla-Domica cave system of the Aggtelek karst and the Slovak karst having 250,000 visitors annually, raising further awareness of the public in conjunction with the unique natural values of the cross-border region, increasing the attractiveness and the numbers of the visiting tourists in the cross-border region.

The direct goal of the project is to perform the surveys required to achieve certification of cave Baradla as a therapeutic cave in Hungary, to achieve the certification, to create the infrastructure required for the medical therapy, to prepare the certification renewal of the cave Béke and to develop of a climate therapy section of cave Domica in Slovakia and finalise the construction. The project shall participate in the extension of the health preserving, healing and rehabilitation services based on the subterranean climate therapy factor, thus the development of the existing health tourism service offering and - last but not least - it adds another attraction to the special points of interest located in the caves of the Aggtelek and Slovak karsts that increase the numbers of users of the services and the numbers of overnight stays in the region. Even though the therapy itself lasts multiple days, but last only a few hours during the respective days, so the visitors have enough time to visit other attractions and use further services of the region. The project is therefore a real multiplier of effects, since it multiplies the consumption of the visitors coming to the region

The therapeutic cave uses subterranean microclimate of proven medical effect, primarily for the therapy of those suffering from respiratory illnesses. The therapeutic effect depends on the ingredients of the cave atmosphere, the airflow and the water in the cave, therefore this project is aimed also at the determination and metering of these

#### 5.1.2 Description of the initial situation *(What is the current situation?)*

2000/2000

Due to the abundance of their shapes, the karst objects of the Aggtelek and Slovak karst are internationally significant. The development is aimed at 3 caves of the Baradla-Domica cave system.

The therapeutic effect of the air in the cave Béke has been recognised very early in history - in 1969 it was officially declared the first therapeutic cave in Hungary. Currently, its certification is not valid any more, due to the state of the system of passages and various processes it is not active any more.

The cave Baradla has the longest history of research and public availability in Hungary. Researchers have recognised the special climate of the cave very early, which has a therapeutic effect; however, it's certification has not been performed yet.

In the cave Domica the construction of a climate therapy facility was started in the shaft of Demek-lápa in 2010, however, it's final shape has not been achieved yet.

Past experience shows that the climate factors, the ion-content of the air, the relatively high air humidity and dust-free state, the metabolism of the present fungi, as well as the environment with a low level of stimuli contribute to the healing of respiratory diseases. It is important to research the special microclimate of the caves and the numerous influencing factors and often yet unknown effect mechanisms to utilise this special natural resource for disease prevention and rehabilitation.

The caves are special trip destinations; however, most visitors and visitor groups come here only for a single trip and the time spent by visiting the attractions around the cave is relatively short. In accordance with the statistical data, the demand for therapy tourism services is constantly growing. The special speleotherapy is not a single session, but a therapy course lasting multiple days, with a few hours of therapy every day - this increases the numbers of overnight stays in the region and adds an element to the tourism service offering, based on real demand.

#### Identification of the target groups *(For who are you doing your project?)*

996/1000

Due to their specific microclimate, caves are suitable for the medical therapy of patients with certain respiratory diseases. Health tourism does not focus only on therapies, the primary motivation is the preservation of health and the healthy lifestyle. This determines the individual target groups.

Direct:

- Children with certain respiratory diseases, with their parents, adults and elderly people;
- Health-conscious people – the respiratory exercises performed in the cave may mitigate respiratory problems and strengthen the respiratory muscles.
- Foreign tourists

The caves of the cave system Baradla–Domica attract approximately 250,000 visitors per year, foreigners being 10 to 15% of these.

Indirect:

- Service providers
  - The population living in the vicinity of the development results: as the users of the service offering they form a direct target group, on the other hand they are the producers of the service background
- Medical staff and educational, research institutions.

## 5.2 Expected results and added value

### 5.2.1 Expected outputs, results *(What do you expect from your project?)*

1925/2000

As part of the project, renovations shall be performed on an area of 2200 m<sup>2</sup> to achieve certification of cave Baradla as a therapeutic cave - we have to perform construction and renovation works within and beyond the cave, while in case of cave Béke we have to perform activities related to the visitor building and the mineshaft. On the Slovak side, within the project we plan to create a climate therapy centre in the cave Domica, the road connected to the shaft at the site Demek-lápa, leading to the cave, development of the Domica nature trail and the construction of a rain shed and wooden visitor centre at the entrance of the cave.

In order to perform high-level services, we plan to procure the necessary climate therapy assets, such as beds, chairs, sleeping bags, relaxation devices, helmets, which will allow the performance of climate therapy for 60 people in the Hungarian part of the cave system, and 20 people on the Slovak side, respectively, as the result of the development. Since the services of therapeutic cave tourism are based on the special venue, the development of the services contributes to an increased number of visitors and popularity of the specific region, while the performance of the therapy courses contributes to the increased numbers of overnight stays. Due to the development, we expect increased numbers of visitors coming to the region, i.e. the territory of the National Park of Aggtelek and the Slovak Karst National Park annually by 30,000 people.

Since the users of therapy tourism services spend more time at the same location than "ordinary" tourists, the development in the field of health tourism achieves higher-than-average income. Moreover, seeing the annual distribution of visitors we can tell that the seasonal fluctuations will decrease, therefore these provide a more stable source of income; however, the necessary infrastructure has to be created to achieve this.

### 5.2.2 Benefits of the project *(How will you change the situation of your target groups?)*

932/1000



Travels in the field of health tourism are motivated by the improvement (healing, rehabilitation) and conservation of the health (prevention) of the participants. We plan to develop an attraction of health tourism in the Hungarian-Slovak cross-border region, which the respective target groups shall use for various reasons and expected results:

- patients suffering from diseases expect the improvement of their health from the cave climate therapy, they shall be ones regularly revisiting the cave;
- in case of children arriving with their families, the attitude of the family changes and during the therapy applied to the child they may visit the attractions of the region.
- healthy people consider visiting the natural resources as a form of relaxation and experience;
- moreover, there is a target group coming to the cave primarily not for the cave climate, but the utilisation of the services prolongs their stay.

### 5.3 Project implementation

#### 5.3.1 Methodology *(How are you planning to achieve your results?)*

1995/2000

The selection of the appropriate implementation methodology is aimed at the timely implementation of the project (involving the development of medical tourism services, taking the tasks of nature Conservancy as much as possible), achieving the specified goal and meeting the specified budget.

Following the project planning phase, at the beginning of the implementation we will set up the project organisation to create transparent and efficient organisational and operating conditions. As a part of this, we shall specify the staff responsible for project implementation, the tasks, competencies and the decision-making mechanism.

The task of the project management organisation is to manage the project implementation by achieving the goals and indicators set out in the project, by using the available resources in the most efficient way. Its tasks are mainly the following:

- scheduling,
- coordinating the use of resources,
- continuous monitoring,
- analysis and management of the eventual risks,
- regular and appropriate notification of the interested parties and entities.

The next step is the initiation of the working process, in accordance with the specified schedule, by means of well-defined, partially parallel and partially interlinked tasks, involving built-in process verification and decision points, along with the management of the eventual changes.

Final decisions in the project shall be made by the director of the lead partner at all times (public procurement, contracting partners, eventual amendments to the contract). In addition to the project manager responsible for the regular performance, since the development activities shall be performed at a World Heritage site only by taking the nature conservancy aspects into account comprehensively, the professional leader plays an important role, whose task is the coordination of professional activities, to ensure the compliance with the nature conservancy aspects to prevent any damage to the environment.

#### 5.3.2 Innovative character of the project *(Is there anything new in this approach?)*

1960/2000

There are relatively few functioning and certified therapeutic caves abroad. In Hungary, one of the five certified therapeutic caves is the currently inactive cave Béke, while in Slovakia there is only 1 certified therapeutic cave in total. The demand for health tourism services is continuously increasing, in accordance with the current trends in tourism.

As far as the cave climate is concerned, the possibilities of the two countries are far from being fully utilised - in this project, we plan to make use of this potential. Research performed in the past showed that the possibilities of speleotherapy are mostly influenced by the quality of the air in the cave, being a result of multiple influencing factors and/or threats. The most significant parameters are the following: energy exchange between the surface and the cave; the temperature of the rock, giving a home to the cave; the morphology of the cave; the variability of weather on the surface; the quality of the waters dripping through the cracks in the rock and of the water in the underground streams; the organic content of the sediments in the cave, the degradation of which is responsible for the CO<sub>2</sub>-content in the air of the cave. To identify these factors, we plan to perform various types of surveys within the project (water staining, geophysical, water chemistry, soil, on-site surveys of the presence and dissemination of contaminants, hydrodynamic modelling, cave climate, microbiology and radiology surveys), presented in detail in the annex of the project application. A further innovative element of the project is the test therapy performed in parallel with the climate, water chemistry, radiology and microbiology surveys, during four seasons, with the help of a specialist medical doctor, since this is the only way to determine the behaviour of the selected cave sections under stress, the interaction of humans and the cave and the capacity of the given cave sections.

#### 5.3.3 Sustainability of the project results *(How long, and how your project will work after the realization?)*

1318/2000

The development implemented during the project shall be operated in the sustainability period by the directorates of the two national parks.

The health tourism development shall be self-sustaining in the long term, due to the following reasons:

- In health tourism, the negative impact of seasonality is less potent (speleotherapy is accessible all year)
- the duration of the stays of cave climate therapy users is above average.
- the nominal expenditures in case of health tourism exceed the ones seen in other sectors of tourism by 30-35% in the average, due to the longer stays and the willingness of health tourists to pay.

Income generated by the visitors of the caves and the users of the climate therapy services, subject to development, shall jointly sustain the development, due to the comprehensive tourism services.

The organisational background required for the operation is practically available, since the affected caves are open to the public, providing guided tours to the visitors. Naturally, tourism and speleotherapy must be split in time and/or space and expert supervision aiding the therapy must be provided.

The operation of the climate therapy part shall be precised during the project; we plan to perform therapy courses in every season, at predefined times, with predefined durations.

#### 5.3.4 Risk management *(Can you identify some risks that may occur during the implementation or the sustainability period?)*

1889/2000

The financial risks of the project and their management:

- Cash flow and liquidity issues during the implementation of the development activities - use of advance payment, project scheduling in line with the liquidity conditions.
- Delayed performance of public procurement procedures and contract conclusion – appropriate and timely preparation of the procedures of the respective types, utilization of a public procurement procedure expert.

Ecological risks and their management:

- as far as the implementation of the construction works is concerned, there is a risk of eventual damage to the environment - to prevent this, we shall employ a nature conservancy expert in the project, in compliance with the provisions of Hungarian Act no. LIII of 1996 on nature conservancy, specifically the provisions of art. 48.

Technical risks and their management:

- adverse weather conditions preventing the works from being performed on time - appropriate scheduling, taking the weather into account, the possibility of rescheduling the various tasks

Risks related to professional activities and goals:

- Risks emerging during the certification procedure of the therapeutic cave, the procedure of certification as a therapeutic location in accordance with the provisions of art. 247, par. 2, subpar. x) of Hungarian act CLIV of 1997 on the health care system. The application for the permit shall be submitted in accordance with the provisions of the Decree of the Hungarian Ministry of Healthcare no. 74/1999 (XII.25) EüM on the natural therapeutic factors.
- Inappropriate take-up of the project results - focused marketing activities;

Sustaining the results:

Sustainability of operation and finances - operation shall be performed by the partners themselves, at the caves seeing significant numbers of visitors; the development in question shall generate additional demand and income.

## 5.4 Cross border impact approach and impact

### 5.4.1 Cross border impact approach and impact (*What are the partners' benefits from the cross-borderality?*)

1932/2000

As far as geology and hydrography are concerned, the territory affected by the development, separated into two parts by the state border, is an organic unit - in 1995, the caves of the Aggtelek and Slovak karst have become UNESCO World Heritage sites of due to the abundance, complexity and relatively untouched character of the subterranean world.

The cave system Baradla-Domica has one of the longest histories of research and is one of the most renowned and visited cave systems in Hungary and Slovakia. Its total length exceeds 25.5 km. Even though the political state border splits the area, it is an organic unit, as far as geology, hydrography, climatology and phytogeography are concerned. The water systems passing the state borders, creating the caves of the cave system, appearing often as surface waters form a single hydrological unit, having proven subterranean links.

The conservancy and protection of the unique natural values and the development of tourism services based on these values and being compatible with them may be implemented only by joining forces. The ANPI and the ÓŠOP SR have been cooperating in the implementation of nature protection, landscape protection and tourism-related tasks, in conjunction with the region of the Gömör-Torna karst region. The development of the therapeutic location, proposed in the current cooperation, is aimed at the support of the unique features of the destination, launching an internationally competitive service offering.

The direct target groups, i.e. the people using the positive effect of the therapeutic caves for rehabilitation or disease prevention purposes may use this effect only if the trustees jointly maintain the natural state of the cave system.

The regional participants being the indirect target group shall directly profit from the services subject to development, due to the guests arriving to the region and spending multiple days there.

## 5.5 Synergy and complementarity

### 5.5.1 Synergies with macro-regional strategies, other policies, programmes and projects *(Are you in line with other development objectives?)*

900/2000

- Danube Region Strategy – Connect the region -Priority Area 03: to promote culture and tourism people to people; Target 6. Ensure the sustainable preservation of cultural heritage and natural values.
- Strategy for the Sustainable Tourism Development of The Carpathians 2014-2020 – Vision 1: The Carpathians are a top competitive sustainable tourism destination in Europe, based on its unique natural and cultural heritage preserved and maintained on large integral areas – Objective 1: Establish supportive conditions for sustainable tourism products and services, including development of a marketing scheme for the promotion of the Carpathians as a unique sustainable tourism destination.
- Hungarian National Tourism Development Concept 2014-2024: the development of health tourism and heritage tourism products having exceptional values and unique potential are a headline product category.

### 5.5.2 Complementarity *(Do you pland to build road connection as a complementary investment?)*

3/2000

No.



## 6. ACTIVITIES

Act1 Project management		Share: 5,98%	
Project management	888 /1000	Involved Beneficiaries	
<p>Most project management tasks shall pertain to the Lead Partner, therefore the leader of the project shall be the director of ANPI.</p> <p>The project manager shall be a third-party expert having sufficient experience in the implementation of cross-border projects; however, the project assistant and the financial administrator shall be staff members of the lead partner. The professional lead of the project, due to the nature of the project shall be a nature conservancy expert responsible for the protection of caves. The technical inspector performing implementation inspections shall also be a member of the management team. The activities of the management shall be supported by a public procurement expert and a legal expert.</p> <p>The project partner shall also have a manager responsible for the performance of the specified tasks, as well as 1 coordinator and 1 financial administrator.</p>	LB - ANPI	B2 - SOPSR	
		Costs:	96 718,40 EUR

Act2 Communication		Share: 7,48%	
Communication	894 /1000	Involved Beneficiaries	
<p>The obligatory communication activities we will closely focus on the market-launch and promotion of the medical tourism product.</p> <p>The message we wish to communicate: quality medical tourism services aimed at rehabilitation and prevention, provided at a World Heritage site.</p> <p>In addition to the obligatory communication elements, the market advertisement of other services created during the project contains the following: radio advertisements, flyers, website, billboards, information signs along the road, paid newspaper articles, articles in local papers, promotion lectures.</p> <p>The most important communication element shall be the professional publication aimed at the description and promotion, advertisement of the medical effects of the caves.</p> <p>We shall use printed media, broadcast media, online media and outdoor advertising as marketing means; moreover,</p>		LB - ANPI	B2 - SOPSR
		Costs:	120 890,00 EUR

Act3 Public procurement			Share: 0,84%	
Public procurement	Description: 359/500	Tangible outcomes	72 /300	Involved Beneficiaries
<p>The tasks of the public procurement expert shall be the following: preparation of tender documentation, assessment of the applications incorporation with the customer, performance of the tasks required during the procedure. This service contains the preparation of the public procurement documentation, the execution of the procedures and the publishing fees.</p>		<p>3 implemented public procurement procedures (surveys, construction, PR)</p>		
Activity location(s):		Costs: 13 560,00 EUR		

Activity location(s):		Jósvafő		Costs:		13 560,00 EUR	
Act4 Events, seminars				Share: 0,64%			
Events, seminars		Description: 483/500		Tangible outcomes		69 /300	
Workshops organised once per half year during the project term at both partners (4 pcs each). at these meetings, the project partners and the interested, invited parties shall share their experience, the achievements and following the eventual research, legal, technical problems and their analysis they are going to present joint solution proposals. The task of the workshops shall be the specifications of the details of the marketing strategy and the future tasks of operation.				8 workshops: 4HU-4 SK, 20-20 participants will take part in workshops			
Activity location(s):		Jósvafő, Banská Bystrica		Costs:		10 320,00 EUR	

Act5 Surveys for classification procedure			Share: 26,95%	
Surveys for classification procedure	Description: 268/500	Tangible outcomes	Involved Beneficiaries	
To identify the main factors influencing the cave climate we shall perform surveys: surveys of water staining, geophysics, water chemistry, pedology, microbiology and radiology Survey of contaminants Hydrodynamic modeling, cave atmosphere model Cave climate surveys		Survey protocols: Microbiological and radiophysical tests: Baradla, Domica and Peace Cave. Dripping water, running water and cave air. Additional study: Microbiological examination of 4 surface karst sources.	LB - ANPI	
Activity location(s):	Jósvafő, Aggtelek		Costs:	435 480,00 EUR

Act6 Elaboration of construction plans			Share: 1,24%	
Elaboration of construction plans	Description: 259/500	Tangible outcomes	Involved Beneficiaries	
Collaboration of implementation plans for two buildings in Aggtelek; Creation of implementation plans for the development at the sites Demek-lápa and Domica, creation of the technical plans and documents required to start and implement the construction works.		2 sets of implementation documentation	LB - ANPI	
			B2 - SOPSR	
Activity location(s):	Jósvafő, Aggtelek, Domica		Costs:	19 990,00 EUR



Act7 Device purchase			Share: 12,54%	
Device purchase	Description: 487/500	Tangible outcomes	186 /300	Involved Beneficiaries
In order to perform quality services, we plan to procure the necessary climate therapy assets for the traditional climate therapy performed in beds (beds, chairs, tables, featherbeds, sleeping bags, relaxation devices) and active climate therapy, which will allow performance of climate therapy for 60 people in the Hungarian part of the cave system, and 20 people on the Slovak side, respectively, as the result of the development. Procurement of equipment required for the cave visits.		procurement of the following: 60+20 beds, 60 chairs, 15 tables, 60+20 featherbeds, 60+20 sleeping bags, 60 relaxation devices, 60 overalls, 60 overall underwear, 60 helmets (with lamps).		
Activity location(s): Aggtelek, Dornica		Costs: 202 610,00 EUR		

Act8 Renovation of buildings in Aggtelek			Share: 2,54%	
Renovation of buildings in Aggtelek	Description: 212/500	Tangible outcomes	27 /300	Involved Beneficiaries
Renovation and insulation of a small building, which shall be converted to a storage facility serving therapy purposes. Here we are going to store the service furnishings, the sleeping bags and the featherbeds.		1 renovated building, 26 m2		
Activity location(s): Aggtelek		Costs 40 970,00 EUR		

Act9 Construction works within the cave					Share: 16,99%	
Construction works within the cave		Description: 463/500	Tangible outcomes	25 /300	Involved Beneficiaries	
<div>1. Renovation of the restrooms in the cave: replacement of the existing wastewater and freshwater lines, creation of a pressurised system.</div> <div>2. Renovation of the lavatory in the Fox branch [Róka-ág], for the performance of continuous climate surveys: Renovation of the electric lighting, stairs and handrails, renovation of the concrete floor of the hall, replacement of water pipes.</div> <div>The short summary technical description is attached to the project application.</div>			Renovated cave facilities	25 /300	LB - ANPI	
Activity location(s):		Aggtelek			Costs:	274 500,00 EUR

Act10 Building demolition				Share: 1,27%	
Building demolition		Description: 185/500	Tangible outcomes	25 /300	Involved Beneficiaries
Demolition of the inappropriate wooden "visitor" building of the cave Béke [Peace] at land registry reference 017/4/A in Jósvalfö, currently unsuitable for entrance and threatening life.			Demolition of 1 building		LB - ANPI
Activity location(s):		Jósvalfö		Costs:	20 500,00 EUR

Act11 Development related to the Demek-lápa				Share: 5,78%	
Development related to the Demek-lápa		Description: 401/500	Tangible outcomes	105 /300	Involved Beneficiaries
Construction of the road leading to Demek-lápa mineshaft, renovation of the stairs and path in the mineshaft, creation of a rain shed at the entrance, a wooden visitor building and restrooms. In 2010, the establishment of a yet unfinished climate therapy facility was started in the shaft Demek-lápa. As part of the project, we propose to provide access to the shaft and the road leading to the shaft.			1 constructed trail, 1 piece trail and stairs inside tunnel, roof of the entrance, wood kyosk and toilet		B2 - SOPSR
Activity location(s): Domica			Costs: 93 450,00 EUR		
Act12 Development related to Domica					
Development related to Domica		Description: 133/500	Tangible outcomes	299 /300	Involved Beneficiaries
Renovation of the visitor centre of cave Domica, development of nature trail Domica, its connection with the climate therapy centre.			1 Domica study trail, 1 departure building: Repair of roof and drainage channels, repair and painting of interior walls, repair and painting of the façade of the building, renovation of drainage trenches next to the building, purchase and installation of air extraction equipment in the lecture hall		B2 - SOPSR
Activity location(s): Domica			Costs: 139 360,00 EUR		



Act13 Test therapy				Share: 3,19%	
Test therapy		Description: 498/500	Tangible outcomes	221 /300	Involved Beneficiaries
The therapy examinations required for certification shall be performed in four seasons, in 3 week terms each, at two venues, using 10 volunteer "test patients" at each side, in accordance with the protocol created by our specialist medical doctor for cave therapy and respiratory diseases, with the help of a specialist medical doctor and assistant. We will perform the test therapy simultaneously with the surveys conducted in the field of climatology, water chemistry, radiology and microbiology.		Survey protocols: headcount will determinate by medical protocol which required for curative cave, joint ANPI with SOPSR will professional supervise for tests, they provide the approach of the cave, provide infrastructure			
Activity location(s): Jósvalfö, Aggtelek, Domic		Costs: 51 610,00 EUR			

Act14 Real estate procurement				Share: 3,99%	
Real estate procurement		Description: 499/500	Tangible outcomes	53 /300	Involved Beneficiaries
Procurement of the currently inaccessible wooden "visitor" building and the related mineshaft cut in front of the entrance of cave Béke . The trustee of this territory is currently ANPI. Procurement of the entry area is necessary to provide access to the cave Béke, with an invalid certification. By procuring the mineshaft and the building, the ownership rights shall be finally settled. In future, therapy shall be extended also to have this cave, the project is aimed at the necessary preparation		Real estate with a surface area amounting to 584 m2.			
Activity location(s): Jósvalfö		Costs: 64 520,00 EUR			

<b>Act15 Technical verification</b>						<b>Share: 1,10%</b>	
<i>Technical verification</i>	Description: 409/500	Tangible outcomes	31 /300	Involved Beneficiaries			
The technical inspector is the on-site representative of the owner at the construction site - his most important task is the support and verification of compliance with the applicable rules and regulations, decrees of authorities and the implementation documentation during the construction works. Verification of the quantity and quality of the performed works and performance of the commissioning procedure.		2 technical inspectors' reports		LB - ANPI			
				B2 - SOPSR			
Activity location(s):	Jósvafő, Aggtelek, Dornica			Costs:	17 750,00 EUR		
<b>Act16 Translation</b>							
<i>Translation</i>	Description: 429/500	Tangible outcomes	171 /300	Involved Beneficiaries			
Translation of the documents created within the project and the project events to Slovak, Hungarian and English, respectively. Within the project, we are going to provide the information related to the project at each public event, on the project website and the web pages of the partners in three languages. Translation is also required in case of the printed, broadcast (radio), online and outdoor marketing means (billboards).		Documents, annexes, reports and communication materials created during the project. (technical supervisor report, summary of material and spiritual products to the reports)		LB - ANPI			
<b>Share: 0,66%</b>							
Activity location(s):	Jósvafő			Costs:	10 640,00 EUR		

Act17 Legal activities			Share: 0,20%	
Legal activities	Description: 493/500	Tangible outcomes	131 /300	Involved Beneficiaries
<b>Tasks:</b> Provision of the project implementation in accordance with the law, representation of the project in legal matters, legal advice. Legal verification of the administrative, public procurement and procurement tasks. Preparation of the civil law contracts to be concluded within the project, participation in the verification of their fulfilment Preparation of the related cooperation agreement and legal declarations Preparation of legal documents applicable to the sustainability period		Contracts and other legal documents: sales contract: 1 pieces, agreement with prospective clients: (OEP , travel agencies): 3 pieces		
		LB - ANPI		

Activity location(s):	Jósvafő	Costs:	3 230,00 EUR
Act18			
Share: 0,00%			
Enter the title of the core activity	Description: 0/500	Tangible outcomes	0 /300
		Involved Beneficiaries	
Activity location(s):	Jósvafő	Costs:	0,00 EUR



Act19			Share: 0,00%		
Enter the title of the core activity	Description: 0/500	Tangible outcomes	0 /300	Involved Beneficiaries	
Activity location(s):				Costs:	0,00 EUR

Act20			Share: 0,00%		
Enter the title of the core activity	Description: 0/500	Tangible outcomes	0 /300	Involved Beneficiaries	
Activity location(s):				Costs:	0,00 EUR

## 7. REALIZATION PLAN

Project activity	Project duration in 4 month periods						
	12 months	24 months	36 months				
Act1   Project management	x	x	x	x			
Act2   Communication	x	x	x	x			
Act3   Public procurement	x	x					
Act4   Events, seminars	x	x	x	x			
Act5   Surveys for classification procedure		x	x				
Act6   Elaboration of construction plans		x	x				
Act7   Device purchase			x	x			
Act8   Renovation of buildings in Aggtelek			x	x			
Act9   Construction works within the cave			x	x			
Act10   Building demolition			x				
Act11   Development related to the Demek-lápa			x	x			
Act12   Development related to Domica			x	x			
Act13   Test therapy				x			
Act14   Real estate procurement		x					
Act15   Technical verification			x	x			
Act16   Translation	x	x	x	x			
Act17   Legal activities	x	x					
Act18							
Act19							
Act20							



## 8.1 LEAD BENEFICIARY BUDGET

LB - ANPI

VAT status	Total budget
Regarding the project expenditures the Beneficiary can not reclaim the VAT, therefore all expenditures are indicated in gross amount.	<b>1 303 524,40 EUR</b>

1. Preparation costs	Share: 0,00%	0,00 EUR
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Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

Description and justification	0 /500
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2. Staff costs	Share: 1,9%	25 056,00 EUR
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2.1 Internal project management	Basis:	Real cost	25 056,00 EUR
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Expenditure	Related activity	Unit	Number of units	Rate of calc.	Total:
<i>Project management</i>	Act1   Project management			10%	0,00 EUR

Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
Project management	Act1   Project management	month	24	1 044,00 EUR	25 056,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

2.2 Internal experts	0,00 EUR
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[illegible]

Description and justification	172 /500
<p>In order to ensure smooth project implementation there will be a part time project coordinator and a part time financial assistant assigned to the project employed by ANPI.</p>	

3. Office and administration	Share: 0,3%	3 758,40 EUR
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Expenditure	Related activity	Unit	Number of units	Flat rate	Total:
Office and administration	Act1   Project management			15%	3 758,40 EUR

<b>4. Travel and accomodation</b>	<b>Share: 0,5%</b>	<b>6 960,00 EUR</b>
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<b>4.1 Travel and visa costs</b>	<b>3 840,00 EUR</b>
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Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
Travel	Act1   Project management	month	24	160,00 EUR	3 840,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

<b>4.2 Accomodation costs</b>	<b>1 920,00 EUR</b>
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Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
Accommodation	Act1   Project management	month	24	80,00 EUR	1 920,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

<b>4.3 Per diem and costs of meal</b>	<b>1 200,00 EUR</b>
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Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
Per diem	Act1   Project management	month	24	50,00 EUR	1 200,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

<b>Description and justification</b>	114 /500
Travel expenses to Slovakia, accommodation in Slovakia and the per diem allowances in Slovakia for the ANPI staff.	

<b>5. External expertise and services</b>	<b>Share: 51,3%</b>	<b>669 100,00 EUR</b>
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<b>5.1 Studies, surveys and plans</b>	<b>445 150,00 EUR</b>
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Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
Surveys required for the classification procedure	Act5   Surveys for classification procedure	package	1	435 480,00 EUR	435 480,00 EUR
Elaboration of construction plans	Act6   Elaboration of construction plans	piece	1	9 670,00 EUR	9 670,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

<b>Description and justification</b>	302 /500
Water staining surveys; geophysical surveys; cave climate surveys; cave atmosphere model survey; hydrodynamic modeling; microbiological surveys; chemical water analyses; survey of the presence and dissemination of pollutants on site. Collaboration of implementation plans for two buildings in Aggtelek.	



**5.2 Events, conferences, seminars and project meetings****15 520,00 EUR**

Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
<i>Press conference</i>	Act2   Communication	piece	4	300,00 EUR	1 200,00 EUR
<i>Public project event</i>	Act2   Communication	piece	1	4 000,00 EUR	4 000,00 EUR
Workshops	Act4   Events, seminars	piece	8	1 290,00 EUR	10 320,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

**Description and justification**

388 /500

Workshops organised once per half year during the project term at both partners (4 pcs each). 4 press conferences shall be held during project implementation: 1 press conference will be an opening press conference in the beginning of the project, and 1 along with a closing ceremony, the aim of which is to inform the target groups and interested parties about the results of the project.

**5.3 IT system development****0,00 EUR**

Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

**Description and justification**

0 /500

**5.4 Publicity, promotion and communication costs****101 710,00 EUR**

Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
<i>Project website</i>	Act2   Communication	piece	1	2 000,00 EUR	2 000,00 EUR
<i>Poster</i>	Act2   Communication	piece	4	50,00 EUR	200,00 EUR
<i>Billboard</i>	Act2   Communication	piece	2	400,00 EUR	800,00 EUR
<i>Permanent plaque</i>	Act2   Communication	piece	1	100,00 EUR	100,00 EUR
<i>Promotion materials</i>	Act2   Communication	package	1	2 000,00 EUR	2 000,00 EUR
Professional publication	Act2   Communication	package	1	22 580,00 EUR	22 580,00 EUR
Advertising, marketing	Act2   Communication	package	1	74 030,00 EUR	74 030,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

**Description and justification**

474 /500

The professional publication package contains a publication describing and advertising the therapeutic effects of the caves Baradla and Domica, in 7 languages, in a total of 60,000 copies, as well as a 2D and 3D professional photographic series of 60 shots each, for promotion purposes. The promotion and marketing package contains market promotion of the services created during the project. The cost of professional publication includes: printing, translation, copyright.

**5.5 Financial management, procurement procedures and other consultancy services****31 560,00 EUR**

Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
External management	Act1   Project management	month	24	750,00 EUR	18 000,00 EUR
Public procurement service	Act3   Public procurement	piece	3	4 520,00 EUR	13 560,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

<b>Description and justification</b>	152 /500
Project management services for the whole term of the project (24 months). Implementation of 3 public procurement procedures (surveys, construction, PR)	

<b>5.6 Other services</b>	<b>75 160,00 EUR</b>
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Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
Test therapy	Act13   Test therapy	package	1	51 610,00 EUR	51 610,00 EUR
Technical verification	Act15   Technical verification	package	1	9 680,00 EUR	9 680,00 EUR
Legal activities	Act17   Legal activities	package	1	3 230,00 EUR	3 230,00 EUR
Translation	Act16   Translation	package	1	10 640,00 EUR	10 640,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

<b>Description and justification</b>	472 /500
The test therapy contains the performance of the therapeutic tests required for certification. Technical inspection of the renovation activities. Legal activities include the performance of the procurement of the real estate, its administration at the land registry and the registration of trusteeship. Project accounting audit upon project termination. Translation includes the translation of the documents created within the project to Slovak and English, respectively.	

<b>6. Equipment expenditure</b>	<b>Share: 15,2%</b>	<b>198 160,00 EUR</b>
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<b>6.1 Equipments related project management</b>	<b>2 000,00 EUR</b>
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Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
Notebook and software	Act1   Project management	piece	2	1 000,00 EUR	2 000,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

<b>Description and justification</b>	95 /500
Cost of 1 notebook computer and the necessary software for each of the 2 internal participants.	

<b>6.2 Equipments related to core activities</b>	<b>196 160,00 EUR</b>
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[illegible]

<b>Description and justification</b>	353 /500
<p>Procurement of the following for the purposes of medical therapy: 60 beds, 60 chairs, 15 tables, 60 featherbeds, 60 sleeping bags, 60 relaxation devices, 60 overalls, 60 overall underwear, 60 helmets (with lamps). Audio-guide system (in Hungarian, Slovak, English, Polish and German), along with the accessories required for the operation of the system.</p>	

7. Infrastructure and works	Share: 30,7%	400 490,00 EUR
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7.1 Construction, reconstruction and renovation of buildings, works, infrastructure	335 970,00 EUR
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Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
Renovation of buildings in Aggtelek	Act8   Renovation of buildings in Aggtelek	package	1	40 970,00 EUR	40 970,00 EUR
Construction works within the cave	Act9   Construction works within the cave	package	1	274 500,00 EUR	274 500,00 EUR
Demolition of the building at land registry reference 017/4 in Jósvalfő.	Act10   Building demolition	package	1	20 500,00 EUR	20 500,00 EUR
					0,00 EUR
					0,00 EUR

Description and justification	154 /500
<p>Renovation and insulation of two small buildings. Demolition of the visitor building of the cave Béke [Peace] at land registry reference 017/4 in Jósvafő.</p>	

7.2 Purchase of land	Share: 4,95%	64 520,00 EUR
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Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
Real estate procurement	Act14   Real estate procurement	piece	1	64 520,00 EUR	64 520,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

Description and justification	120 /500
Procurement of the visitor building of the cave Béke [Peace] and mine shaft at land registry reference 017/4 in Jósavafö.	

## 8.2 BENEFICIARY BUDGET B2 - SOPSR

VAT status	Total budget
Regarding the project expenditures the Beneficiary can not reclaim the VAT, therefore all expenditures are indicated in gross amount.	<b>312 574,00 EUR</b>

### 1. Preparation costs Share: 1,25% 3 870,00 EUR

Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
Building documentation	Act12   Development related to Domica	piece	1	3 870,00 EUR	3 870,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

Description and justification	38 /500
Technical plans and preparatory study.	

### 2. Staff costs Share: 9,9% 30 960,00 EUR

2.1 Internal project management	Basis:	Real cost	30 960,00 EUR
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Expenditure	Related activity	Unit	Number of units	Rate of calc.	Total:
Project management	Act1   Project management			10%	0,00 EUR

Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
Project management	Act1   Project management	month	24	1 290,00 EUR	30 960,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

### 2.2 Internal experts 0,00 EUR

Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

Description and justification	190 /500
The expenditure contains the following: employment of 1 project manager 50% of the time, 1 project assistant 30% of the time, 1 financial manager in 30% of the time, for a term of 24 months.	



<b>3. Office and administration</b>	<b>Share: 1,5%</b>	<b>4 644,00 EUR</b>
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Expenditure	Related activity	Unit	Number of units	Flat rate	Total:
Office and administration	Act1   Project management			15%	4 644,00 EUR

<b>4. Travel and accomodation</b>	<b>Share: 1,7%</b>	<b>5 340,00 EUR</b>
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<b>4.1 Travel and visa costs</b>	<b>3 840,00 EUR</b>
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Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
Travel	Act1   Project management	month	24	160,00 EUR	3 840,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

<b>4.2 Accomodation costs</b>	<b>0,00 EUR</b>
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Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

<b>4.3 Per diem and costs of meal</b>	<b>1 500,00 EUR</b>
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Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
Per diem	Act1   Project management	month	10	150,00 EUR	1 500,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

<b>Description and justification</b>	172 /500
<p>The costs of the project management while travelling in Slovakia and the per diem allowances cover the per diem allowances for the days spent by the SOPSR staff in Hungary.</p>	

<b>5. External expertise and services</b>	<b>Share: 10,4%</b>	<b>32 370,00 EUR</b>
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<b>5.1 Studies, surveys and plans</b>	<b>10 320,00 EUR</b>
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Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
Elaboration of construction plans	Act6   Elaboration of construction plans	piece	1	10 320,00 EUR	10 320,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

<b>Description and justification</b>	88 /500
<p>Creation of implementation plans for the development at the sites Demek-lápa and Domica.</p>	

5.2 Events, conferences, seminars and project meetings						1 200,00 EUR
Expenditure	Related activity	Unit	Number of units	Price per unit	Total:	
Press conference	Act2   Communication	piece	4	300,00 EUR	1 200,00 EUR	
Public project event	Act2   Communication	piece			0,00 EUR	
					0,00 EUR	
					0,00 EUR	
					0,00 EUR	
					0,00 EUR	
					0,00 EUR	
					0,00 EUR	
					0,00 EUR	
Description and justification						64 /500
4 press conferences shall be held during project implementation.						
5.3 IT system development						0,00 EUR
Expenditure	Related activity	Unit	Number of units	Price per unit	Total:	
					0,00 EUR	
					0,00 EUR	
					0,00 EUR	
					0,00 EUR	
					0,00 EUR	
Description and justification						0 /500
5.4 Publicity, promotion and communication costs						12 780,00 EUR
Expenditure	Related activity	Unit	Number of units	Price per unit	Total:	
Project website	Act2   Communication	piece	0	0,00 EUR	0,00 EUR	
Poster	Act2   Communication	piece	4	50,00 EUR	200,00 EUR	
Billboard	Act2   Communication	piece	2	400,00 EUR	800,00 EUR	
Permanent plaque	Act2   Communication	piece	1	100,00 EUR	100,00 EUR	
Promotion materials	Act2   Communication	package	1	2 000,00 EUR	2 000,00 EUR	
Publication	Act2   Communication	package	1	9 680,00 EUR	9 680,00 EUR	
					0,00 EUR	
					0,00 EUR	
					0,00 EUR	
					0,00 EUR	
Description and justification						79 /500
a 36-page publication in a total of 1500 copies, Hungarian, English and Slovak.						
5.5 Financial management, procurement procedures and other consultancy services						0,00 EUR



Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
External management	Act1   Project management	month			0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

Description and justification	0 /500

5.6 Other services	8 070,00 EUR
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Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
Technical verification	Act15   Technical verification	package	1	8 070,00 EUR	8 070,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

Description and justification	79 /500
Designer supervision during the implementation, engineer, technical inspector.	

6. Equipment expenditure	Share: 2,1%	6 450,00 EUR
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6.1 Equipments related project management	0,00 EUR
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Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

Description and justification	0 /500

6.2 Equipments related to core activities	6 450,00 EUR
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Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
Development of medical therapy infrastructure	Act7   Device purchase	package	1	6 450,00 EUR	6 450,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

<b>Description and justification</b>	86 /500
Procurement of 20 pcs of plastic beds, 20 pcs of featherbeds, 20 pcs of sleeping bags.	

<b>7. Infrastructure and works</b>	<b>Share: 73,2%</b>	<b>228 940,00 EUR</b>
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<b>7.1 Construction, reconstruction and renovation of buildings, works, infrastructure</b>	<b>228 940,00 EUR</b>
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Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
Development related to the site Demek-lápa	Act11   Development related to the Demek-lápa	package	1	93 450,00 EUR	93 450,00 EUR
Development related to the cave Domica	Act12   Development related to Domica	package	1	135 490,00 EUR	135 490,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

<b>Description and justification</b>	320 /500
Construction of the road leading to Demek-lápa mineshaft, renovation of the stairs and path in the mineshaft, creation of a rain shed at the entrance, a wooden visitor building and restrooms. Renovation of the visitor centre of Cave Domica, development of nature trail Domica, connection with the climate therapy centre.	

<b>7.2 Purchase of land</b>	<b>Share: 0,00%</b>	<b>0,00 EUR</b>
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Expenditure	Related activity	Unit	Number of units	Price per unit	Total:
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR
					0,00 EUR

<b>Description and justification</b>	0 /500



9. FINANCIAL OVERVIEW

Beneficiary	Gross/Net budget	ERDF contribution (EUR)	%	State co-finance (EUR)		%	Own contribution (EUR)		%	Total budget (EUR)	Planned net revenue (EUR)	Total eligible budget (EUR)
				Hungary	Slovakia		Public	Private				
LB - ANPI	Gross	1 107 995,74	85	195 528,66	-	15	-	0,00	0	1 303 524,40	-	1 303 524,40
B2 - SOPSR	Gross	265 687,90	85	-	46 886,10	15	-	-	0	312 574,00	-	312 574,00
B3 -	-	-	85	-	-	10	-	-	5	-	-	-
B4 -	-	-	85	-	-	10	-	-	5	-	-	-
B5 -	-	-	85	-	-	10	-	-	5	-	-	-
B6 -	-	-	85	-	-	10	-	-	5	-	-	-
B7 -	-	-	85	-	-	10	-	-	5	-	-	-
B8 -	-	-	85	-	-	10	-	-	5	-	-	-
B9 -	-	-	85	-	-	10	-	-	5	-	-	-
B10 -	-	-	85	-	-	10	-	-	5	-	-	-
B11 -	-	-	85	-	-	10	-	-	5	-	-	-
B12 -	-	-	85	-	-	10	-	-	5	-	-	-
Subtotal		1 373 683,64		195 528,66	46 886,10		-	0,00		1 616 098,40	-	1 616 098,40
Total		1 373 683,64			242 414,76		-			1 616 098,40	-	1 616 098,40

## 10. SPENDING FORECAST

Beneficiary	12 month long project			24 month long project			36 month long project			Difference from Total eligible
	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8	Period 9	
LB - ANPI	13 956,00	201 520,40	318 052,00	297 552,00	323 407,00	149 037,00				0,00
B2 - SOPSR	8 020,00	22 394,00	98 530,00	87 920,00	87 530,00	8 180,00				0,00
B3 -										0,00
B4 -										0,00
B5 -										0,00
B6 -										0,00
B7 -										0,00
B8 -										0,00
B9 -										0,00
B10 -										0,00
B11 -										0,00
B12 -										0,00
Total	21 976,00	223 914,40	416 582,00	386 472,00	410 937,00	157 217,00	0,00	0,00	0,00	0,00

10. CONSTRUCTION WORKS

Location of construction works						
No.	Related activity	Country	County	Municipality	All related topographic numbers	Permits needed
1	Act8   Renovation of buildings in Aggtelek	HU	BAZ	Aggtelek	27	No
2	Act10   Building demolition	HU	BAZ	Jósvafő	017/4	No
3	Act10   Building demolition	HU	BAZ	Jósvafő	017/4/A	No
4	Act11   Development related to the Demek-lápa	SK	KE	Kečovo	499	No
5	Act12   Development related to Domica	SK	KE	Kečovo	499	No
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						



Land or property acquisitions and permits					
No.	Beneficiary ID	Acquisition and permits	Status	Description	Expected date of submission
1				Not relevant.	
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					

## 12. INFORMATION AND PUBLICITY

### 1. Publications

Item	Quant.	Resp. Ben.	Description	Lang.	Rel. period	No. of people to reach
Leaflet	10000	LB	Fliers informing about the project results shall be placed at the entrances of the caves and the local tourist information offices.	ALL	4,5	30 000
Other	60000	LB	A publication describing and advertising the curative power of the caves Baradla and Domica, in 7 languages, in a total of 60,000 copies, as well as a 2D and 3D professional photographic series of 60 shots each, for promotion purposes.	ALL	5	60 000
Other	1500	B2	a 36-page publication in a total of 1500 copies, Hungarian, English and Slovak.	ALL	5	1 500

### 2. Web appearance

Item	Quant.	Resp. Ben.	Description	Lang.	Rel. period	No. of people to reach
<i>Banner</i>	1	LB	A banner will be placed at the website of ANPI.	ALL	2,3,4,5	200 000
<i>Article/News</i>	1	LB	The interested parties may continuously monitor the fresh news related to the project on the website of ANPI.	ALL	5	200 000

Project website	1	LB	A separate website shall be created to promote the project.	ALL	2,3,4,5	200 000
Banner	1	B2	A banner will be placed on the website of ŠOP SR.	ALL	2,3,4,5	50 000
Subpage	1	B2	A web page shall be created on the website of ŠOP SR to promote the project.	ALL	2,3,4,5	50 000

### 3. Communication events

Item	Quant.	Resp. Ben.	Description	Lang.	Rel. period	No. of people to reach
<i>Public project event</i>	1	LB	Following the test therapy closing ceremony related to the promotion of the available services shall be held, during which the project results shall be promoted.	HU-SK	5	100
Other	8	LB	The interested parties and the target groups shall be informed about the project results by means of promotional lectures.	HU-SK	4,5	50



<b>3. Media coverage</b>						
Item	Quant.	Resp. Ben.	Description	Lang.	Relevant period	No. of people to reach
Press conference	1	LB	In relation to the start of the project, a press conference shall be held at the place.	HU-SK	2	10
Press release	2	LB	Press releases shall be sent out in conjunction with the opening press conference.	ALL	2,5	10000
Article	6	LB	Articles published in local printed media.	HU	2,4,5	1 000
Article	5	LB	Paid newspaper articles	HU	4,5	50 000
Press conference	3	LB	These press conferences shall be held during the project term to provide information to the target groups and wide public.	HU	2,4,5	30
Press conference	4	B2	These press conferences shall be held during the project term to provide information to the target groups and wide public.	SK	2,4,5	20
<b>4. Promotion materials</b>						
Item	Quant.	Resp. Ben.	Description	Lang.	Relevant period	No. of people to reach
Audio-visual productions	10	LB	Utilization of radio adverts at various radio channels.	HU	4,5	100 000
Other	3	LB	Information signs on the roads	HU	5	100 000
Photographs	2	ALL	Photo documentation of both sides of the border	HU-SK	5	50
Other	20	LB	We will advertise the achievements of the project using billboards nationwide.	HU	4,5	200 000
<b>5. Visibility elements</b>						
Item	Quant.	Resp. Ben.	Description	Lang.	Relevant period	No. of people to reach
Poster	4	LB	Posters will inform people in different places during the project.	HU	2,3,4,5	1 000
Permanent billboard	2	LB	Billboard will commemorate people about the crossborder project.	HU	6	2 000
Permanent plaque	2	ALL	Plaque will commemorate people about the crossborder project on the Hungarian and the Slovakian side too.	HU-SK	6	1 000
Poster	4	B2	Posters will inform people in different places during the project.	SK	3,4,5	1 000
Permanent billboard	2	B2	Billboard will commemorate people about the crossborder project.	SK	6	2 000

### 13. COOPERATION CRITERIA

Joint development	Yes	959 /1000
<p>The most important task of both project partners is the protection, conservancy and development of the natural heritage at the territory of operation, in conjunction with this the promotion of the natural values for the purposes of education and popularisation, the development of environmentally sound, active and ecological tourism and attractions. The cave system affected by the development is a common unit, therefore its conservancy in cooperation and the touristic development of the cross border region, increasing its attractiveness, is inevitable.</p> <p>During the preparation phase, the partners have had multiple meetings and consultations, they have familiarised themselves with the development ideas of the other party, which led to the joint development concept. The partners have consulted many aspects, including the venues of the probing locations on both sides of the border and the marketing concept of the proposed medical tourism services.</p>		
Joint implementation	Yes	881 /1000
<p>On one hand, the water systems passing the state borders, creating the caves of the cave system Baradla-Domica form a single hydrological unit, having proven, though not fully researched subterranean links. In order to determine the possibilities of medical therapy, we must know - inter alia - the precise origin and quality of the surface and subterranean waters in the cave, which closely correlates to the knowledge of the area and use of the water catchment area. The water staining surveys have to be performed at the monitoring points in the cave and its water catchment area, respectively, previously unexplored potential inflow points, where we expect the presence of the stained waters.</p> <p>We plan to perform joint marketing activities, the outcome of which shall be a joined professional publication promoting the medical therapy effects of the caves Baradla and Domica.</p>		
Joint staffing	Yes	549 /1000
<p>Both project partners shall employ staff, the members of the project management organisation established for the implementation of the project - these shall cooperate in accordance with the guidelines, their tasks and competences, for the purpose of the implementation of the project.</p> <p>At the Lead Partner:</p> <ul style="list-style-type: none"> <li>- 1 main project manager, the director of ANPI</li> <li>- 1 external project manager</li> <li>- 1 project coordinator (part time)</li> <li>- 1 financial assistant (part time)</li> </ul> <p>At the project partner:</p> <ul style="list-style-type: none"> <li>- 1 project manager</li> <li>- 1 project assistant</li> </ul>		
Joint financing	Yes	549 /1000
<p>During the project, both partners shall perform similar infrastructure development and asset procurement required for the development of healing caves, taking the existing conditions into account, moreover, we plan joint communication activities, playing a vital role in the sustainability of the project, since the target groups must be notified of the offered medical tourism services. The budget, in accordance with the size of the respective tasks, shall be divided as 80 to 20% between the Hungarian lead partner and the Slovak project partner.</p>		

## 14. PROJECT LEVEL INDICATORS

Programme specific result indicator				
ID	Indicator	M. unit	Baseline value	Target value
R110	Total number of visitors in the region	visitors/year	7 074 754,00	7 800 000,00
The project's contribution to the fulfillment of the indicator				218/500
Due to the planned therapy tourism services, we plan to increase the number of tourists, visitors searching for healing and relaxation by 30,000 people annually, increasing the number of overnight stays in the region.				

Common and Programme specific output indicators			
ID	Indicator	M. unit	Target value
CO09	Sustainable tourism: Increase in expected number of visits to supported sites of cultural and natural heritage and attractions	visits/year	30 000,00
CO13	Roads: Total length of newly built roads	km	0,00
CO23	Nature and biodiversity: Surface area of habitats supported in order to attain a better conservation status	hectares	0,00
O11	Length of reconstructed and newly built 'green ways'	km	0,25
			0,00
			0,00

Project specific output indicator			
ID	Indicator	Unit	Target value
PS01	Developed surface/capacity affected by investment	m2	2 200,00
PS02	Developed natural surface affected by investment	ha	0,00
PS03	Number of developed documents	pc	2,00
PS04	Length of bicycle paths	km	0,00
PS05	Number of women participating in project activities, events	person	20,00
PS06	Number of new working places	pc	0,00
PS07	Number of sustained working places	pc	3,00
PS08	Travelling time saving by investment	min	0,00
PS09	Number of newly implemented infrastructure	pc	3,00
PS10	Number of developed systems and services	pc	2,00
PS11	Number of new or reconstructed bridges	pc	0,00
PS12	Number of organized professional events	pc	8,00
PS13	Number of institutions/organizations involved in professional events	pc	5,00
PS14	Number of new webpages	pc	1,00

PS15	Number of cross-border thematic articles, media appearances	pc	4,00
PS16	Number of developed documents related to the investment	pc	2,00
PS17	Number of purchased means of transport	pc	0,00



15. INDICATORS BY BENEFICIARIES

Common and Programme specific output indicators															
ID	Indicator	Unit	Target value												
			LB	B2	B3	B4	B5	B6	B7	B8	B9	B10	B11	B12	Total
CO09	Sustainable tourism: Increase in expected number of visits to supported sites of cultural and natural heritage and attractions	visits/year	10000,0	20000,0											30000,00
CO13	Roads: Total length of newly built roads	km	0,0	0,0											0,00
CO23	Nature and biodiversity: Surface area of habitats supported in order to attain a better conservation status	hectares	0,0	0,0											0,00
O11	Length of reconstructed and newly built 'green ways'	km	0,0	0,3											0,25
															0,00
															0,00

Project specific output indicator															
ID	Indicator	Unit	Target value												
			LB	B2	B3	B4	B5	B6	B7	B8	B9	B10	B11	B12	Total
PS01	Developed surface/capacity affected by investment	m2	1500,0	700,0											2200,0
PS02	Developed natural surface affected by investment	ha	0,0	0,0											0,0
PS03	Number of developed documents	pc	1	1											2
PS04	Length of bicycle paths	km	0,0	0,0											0,0
PS05	Number of women participating in project activities, events	person	10	10											20
PS06	Number of new working places	pc	0	0											0
PS07	Number of sustained working places	pc	2	1											3
PS08	Travelling time saving by investment	min	0	0											0
PS09	Number of newly implemented infrastructure	pc	1	2											3
PS10	Number of developed systems and services	pc	1	1											2
PS11	Number of new or reconstructed bridges	pc	0	0											0
PS12	Number of organized professional events	pc	4	4											8
PS13	Number of institutions/organizations involved in professional events	pc	1	4											5
PS14	Number of new webpages	pc	1	0											1
PS15	Number of cross-border thematic articles, media appearances	pc	2	2											4
PS16	Number of developed documents related to the investment	pc	1	1											2
PS17	Number of purchased means of transport	pc	0	0											0



## 16. HORIZONTAL PRINCIPLES

### Obligatory requirements

#### As a Lead Beneficiary hereby I declare that:

1. Investments negatively affecting nature, fauna and flora, and biodiversity are accompanied by compensatory measures and damage mitigation.
2. In case the project includes construction and/or renovation works the project chosen climate-friendly architectural solutions and cost optimal levels of energy performance according to the Directive 2010/31/EU.
3. In case the project includes inland waterways and/or infrastructure, the projects will be implemented in accordance with Art. 4 of the Directive 2000/60/EC and the river basin management have to be respected.

### Programme specific measures

#### Sustainable development

#### Project contributes to the reduction of greenhouse gas emission by reduced usage of hazardous material for the environment;

Description 434 /500

One of the elementary tasks of the project partners is to provide the conservancy of the natural values at their territory of operation, to perform all of their further activities, including demonstrations aimed at nature protection or - in this case - developments in the field of ecotourism and medical tourism, in line with and subject to the nature conservancy interest, by focusing on the conservancy of the World Heritage site.

Description 0 /500

Description 0 /500

#### Equal opportunities and non-discrimination

#### Project must be transparent and must take into account non-discrimination principles.

Description 488 /500

In the project, we focus on communication; during the communication activities related to the development, the project partners shall express their awareness of the issue of equal opportunities.

The activities of the lead partner, performed in this field by now:

- Providing accessibility of IT equipment – creation of a portal for the blind and visually impaired
- The plan of equal opportunities of ANPI shall be revised annually

**In case of the employment initiatives the project gives preference to the social inclusion and gives advantage to Roma people and to people living in deep poverty.**

Description	233 /500
There is a significant population of Roma and poor people living in the project territory. Getting these people back to the labour market is one of the aims of ANPI, which it aims to achieve by means of the public employment program.	

Description	0 /500

**Equality between men and women**

**Project increases access to employment opportunities for women and supports flexible working hours.**

Description	173 /500
In its internal guidelines, the lead partner has set up the rules of women's employment; moreover, in the project, we employ also women, thus we support flexible employment.	

Description	0 /500

Description	0 /500



Description	0 /500

**PA specific measures**

**Project shall build environmental and cultural awareness and respect and provide positive experiences for both visitors and hosts.**

Description 435 /500

One of the elementary tasks of the project partners is to provide the conservancy of the natural values at their territory of operation, to perform all of their further activities, including demonstrations aimed at nature protection or - in this case - developments in the field of ecotourism and medical tourism, in line with and subject to the nature conservancy interest, by focusing on the conservancy of the World Heritage site.

**Project provides direct benefits for conservation and generates benefits for both local people and local economy.**

Description 376 /500

The population living in the vicinity of the planned development shall profit from the health tourism services offered as part of the project as the direct target group, moreover, the regional participants - the indirect target group  
- shall directly profit from the services subject to development, due to the guests arriving to the region and spending multiple days there.

Description	0 /500





## **Partnership Agreement**

**Application form ID: SKHU/1601/1.1/035**

**Project acronym: Aggtelek-Domica curative cave**

**Project title: Medical/wellness tourism development in the world heritage caves  
of the Aggtelek and Slovak Karst**

**Interreg V-A Slovakia-Hungary  
Cooperation Programme**

**PARTNERSHIP AGREEMENT**  
**for the implementation of the Project**

**Aggtelek-Domica curative cave**

**Medical/wellness tourism development in the world heritage caves of the  
Aggtelek and Slovak Karst**

**within the  
Interreg V-A Slovakia-Hungary Cooperation Programme**

**between**

**Aggteleki Nemzeti Park Igazgatóság, 3758 Jósvafő, Tengersizem oldal 1.**

Represented by: Balázs Veress, director

**and**

**Štátna ochrana prírody Slovenskej republiky, Tajovského 28B, 97401 Banská  
Bystrica,**

Represented by: Ing. Milan Boroš, Director General

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 29<sup>th</sup> 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 **Aggtelek-Domica curative cave** 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 30 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<sup>1</sup> 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

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<sup>1</sup> The details of the bank accounts per Beneficiary form Annex 1 to the present Agreement.

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, until 5 days after handover . 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:
  - Aggteleki Nemzeti Park Igazgatóság is the owner of the investments. The investments are listed in the project documentation approved by JTS.
  - Štátna ochrana prírody Slovenskej republiky is the owner of the investments. The investments are listed in the project documentation approved by JTS.
5. The Project partners agree that owners of the Project outputs/deliverables are the following:
  - Aggteleki Nemzeti Park Igazgatóság is the owner of the outputs/deliverables. The outputs/deliverables are listed in the project documentation approved by JTS.
  - Štátna ochrana prírody Slovenskej republiky is the owner of the outputs/deliverables. The outputs/deliverables are listed in the project documentation approved by JTS.
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:
  - Aggteleki Nemzeti Park Igazgatóság will be sustained all the results, outputs of the project as aboved mentioned in the 4 and 5 points.
  - Štátna ochrana prírody Slovenskej republiky will be sustained all the results, outputs of the project as aboved mentioned in the 4 and 5 points.
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:
  - Both partner maintain their own investment and manage the profit.
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 15 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 5 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 Hungary 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 {name of municipality} 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**

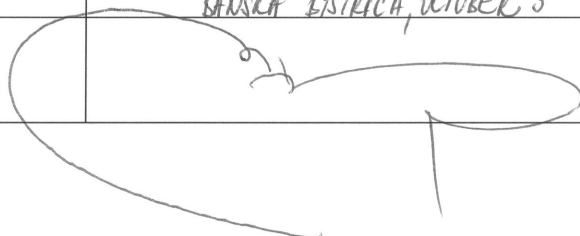
1. Any amendments to this Agreement shall be in writing and shall be signed by all Parties.
2. In case of discrepancies between the Subsidy contract and this Partnership agreement, the Subsidy contract shall prevail.
3. Amendments and supplements to the present Agreement and any waiver of the requirement 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 depending on the value of the case, the Ózd District Court, address: 3600 Ózd, mailbox 106 and the Miskolc Regional Court, address: 3502 Miskolc, Mailbox 370. shall have competence to rule in all legal disputes arising from this Agreement.
7. 5 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.
9. The submitted and approved project documentation is annexed to this agreement.

Name of Lead Beneficiary:	Aggteleki Nemzeti Park Igazgatóság
Name and title of legally authorised representative:	Balázs Veress
Place, date (and stamp):	BANSKÁ BYSTRICA, OCTOBER 3 <sup>rd</sup> 2014
Signature:	



Name of Beneficiary:	Štátna ochrana prírody Slovenskej republiky
Name and title of legally authorised representative:	Milan Boroš
Place, date (and stamp):	ŠTÁTNÁ OCHRANA PRÍRODY Slovenskej republiky Tajovského 28B 974 01 BANSKÁ BYSTRICA IČO: 17058520 IČ DPH: SK2021526180 BANSKÁ BYSTRICA, OCTOBER 3 <sup>rd</sup> 2014
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: Aggteleki Nemzeti Park Igazgatóság

IBAN account number	HU76-10004885-10008016-00819437
SWIFT code	HUSTHUHB
Bank name	Magyar Államkincstár
Bank address	1054 Budapest, Hold utca 4.

Name of Beneficiary: Štátna ochrana prírody Slovenskej republiky

IBAN account number	SK43 8180 0000 0070 0045 1962
SWIFT code	SPSRSKBA
Bank name	Štátna Pokladnica
Bank address	Radlinského 32, Bratislava 15, 810 05 Slovak Republic

### Annex III

#### List of documents to be retained

1.	Application form
2.	Notification letter from the Managing Authority awarding subsidy
3.	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 partners 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 partners 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 partners 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' National co-financing contracts and the related documents

**Annex IV**  
**Applicable project specific State Aid rules per Project partners**

Not relevant