Dr. Andréni D.

Interreg
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IPA Hungary - Serbia

INTERREG VI-A IPA HUNGARY-SERBIA PROGRAMME

SUBSIDY CONTRACT FOR EUROPEAN UNION CONTRIBUTION

PROJECT ID: HUSRB/23R/11/086
PROJECT ACRONYM: STOP FIRES
PROJECT TITLE: STRENGTHENING ORGANIZATIONS IN THE PROTECTION AGAINST FIRES

creating common future

- Commission Implementing Regulation (EU) 2021/1529 establishing the Instrument for Pre-Accession assistance (IPA III) (hereinafter referred to as the IPA III Regulation);
- Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (hereinafter referred to as Financial Regulation);
- 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 No. 2012/21/EU of 20 December 2011 on the application of Article 106 (2) of the Treaty on the Functioning of the European Union to State aid in the form of public service compensation granted to certain undertakings entrusted with the operation of services of general economic interest;
- Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the common market in application of Articles 107 and 108 of the Treaty;
- Regulation (EU) 2016/679 of the European Parliament and of the Council on the Protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR);
- Financing Agreement signed between the European Commission and the Republic of Serbia;
- Memorandum of understanding between Hungary and the Republic of Serbia;
- Implementing acts and delegated acts adopted in accordance with the aforementioned legislation.

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

- the Interreg VI-A IPA Hungary Serbia Programme, approved by the European Commission on 14 October2022 by Decision Ref No C(2022) 7444 (hereinafter referred to as the Programme);
- EU rules regarding EU horizontal policies such as the rules for competition and entry into the markets, the protection of the environment, the equal opportunities between men and women and public procurement;
- Communication from the Commission on the application of the European Union State aid rules to compensation granted for the provision of services of general economic interest (2012/C 8/02);
- national rules applicable to the lead partner and its partners and their activities;
- the relevant national legislation regarding State aid rules;
- documents of the relevant Call for Proposals of the Programme, published on the official website of the Programme;
- the Project Implementation Manual of the Programme, laying down the programme specific rules for the implementation of the projects;
- Eligibility of expenditures of the Programme;

7. The lead partner has to officially notify the Joint Secretariat in written form in case of a change of the separate project bank account within 15 calendar days or with the submission of the Application for Reimbursement at the latest. With the LP's notification the bank account will be modified and the modification of this Contract is not necessary. In case the lead partner fails to properly inform the Joint Secretariat on the details of its separate bank account, all consequences, including those of financial nature, shall be borne by the lead partner.

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

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

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

11. Without prejudice to the provisions of this Article, Programme co-financing to Serbian partners can be made available to the Project only after the respective Financing Agreement has entered into force. By way of derogation from Article 63(2) of Regulation (EU) 2021/1060, expenditure shall be eligible for a contribution from external financing instruments of the Union if it has been incurred and paid in the preparation and implementation of Interreg operations from 1 January 2021 or from the date of the programme submission, whichever date is earlier, but may be claimed from the Programme after the date when the Financing Agreement with Serbia was concluded.

Article 2
EU advance

1. According to the Programme rules the managing authority ensures EU advance. The amount of the EU advance is equal to 15% of the maximum EU contribution mentioned in Article 1.1. Based on the above-mentioned description the amount of EU advance is 208 497,65 EUR (say two hundred eight thousand, four hundred ninety-seven euros and sixty-five cents).

2. Subject to availability of funds as specified in Article 5.7 of the General Terms and Conditions, the amount of the advance is transferred to the separate bank account of the lead partner within 60 calendar days from the date of signature of this Subsidy Contract.

3. The approved amount of the EU contribution will be transferred in two forms: One form is advance payment which is 15% of the EU contribution. The other form is reimbursement based on the approved Project Report(s) and Applications for Reimbursement. Once the reimbursed amount reaches the 60% of the total EU contribution of the partner receiving financial support, the Programme starts to settle the advance payment. The amount of settlement will appear on the Application(s) for Reimbursement in which the reimbursement of 60% of the total EU contribution is exceeded. Therefore, when approving these Project Report(s) and Application(s) for Reimbursement the amount of transferable EU contribution will be calculated with the

Article 5
Reporting deadlines

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

	Reporting period	Deadline for submission of the Project Reports and Applications for Reimbursement
1.	01.07.2024 - 31.10.2024	29.01.2025
2.	01.11.2024 - 28.02.2025	29.05.2025
3.	01.03.2025 - 30.06.2025	28.09.2025
4.	01.07.2025 - 31.10.2025	29.01.2026
5.	01.11.2025 - 28.02.2026	29.05.2026
6.	01.03.2026 - 30.06.2026	28.09.2026

Article 6
Double funding

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

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

Article 7
General Terms and Conditions

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

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

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

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

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

   Article 1 – Contact details of the Parties

   Article 2 – Representation of the project partnership, liability and obligations of the lead partner

   Article 3 – Rights and obligations of the managing authority

   Article 4 – Project Reports and Applications for Reimbursement present Contract, the Parties agree to find an amicable and mutually acceptable solution. If the Parties fail to do so, all disputes arising in connection with the Subsidy Contract shall be settled by the Buda Central District Court.

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

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

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

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

8. The present Contract is signed in three original copies of which one remains at the lead partner and two original copies are to be returned to the Joint Secretariat (out of which one copy will be sent to the managing authority by the Joint Secretariat. The lead partner is to provide a copy of the Contract and its Annexes to all other partners.

9. The Subsidy Contract enters into force on the date of signature by the last of both Parties. The lead partner undertakes to sign the Contract within 30 calendar days from the date of its reception from the managing authority.

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

Place and date:	Place and date:
Petrovaradin, 12 July 2024	Budapest, 26 June 2024
Lead Partner represented by	Managing Authority represented by
Mr. Roland Kokai Director	Ms. Nikoletta Horváth Deputy Head of the Managing Authority

ANNEX I – GENERAL TERMS AND CONDITIONS IN FORCE AS PUBLISHED ON THE OFFICIAL PROGRAMME WEBSITE

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INTERREG VI-A IPA
HUNGARY-SERBIA PROGRAMME

ANNEX I TO SUBSIDY CONTRACT

GENERAL TERMS AND CONDITIONS

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4. In order to lay down the arrangements for its relations with the partners the lead partner as defined in the Preamble of the Subsidy Contract for the EU contribution (hereinafter referred to as the Contract) is responsible to conclude a Partnership Agreement with them. In line with Article 26 of the Interreg Regulation the Partnership Agreement shall comprise provisions that, *inter alia*, guarantee the sound financial management of the respective Union funds allocated to the Interreg operation, including the arrangements for recovering amounts unduly paid.

5. The lead partner represents the partnership as defined in the Partnership Agreement and is the only direct contact between the Project and the programme management bodies, mainly the managing authority, the joint secretariat, the audit authority and the certifying authority. The lead partner shall be responsible for ensuring the implementation of the entire Project. To this end, the lead partner shall coordinate the implementation of the Project in due time according to the provisions of the Contract and of the national and European legislation, and shall undertake among others:

    a) to co-ordinate the start of the Project as set in Article 3.1 of the Contract;

    b) to co-ordinate the implementation of the Project according to the time schedule agreed upon in the Contract and in the finalised Project Form, and to monitor that the Project is implemented in accordance with the Contract;

    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 by using the INTERREG+ system and to ensure any other documentation as well as IT security and data protection related obligations;

    e) to be the intermediary for all communications between the partners and the managing authority; where information from the partners is required, the lead partner shall be responsible for obtaining, verifying and consolidating this information before forwarding it to the managing authority; any information provided, as well as any request communicated by the lead partner to the managing authority shall be deemed to have been forwarded in agreement with all partners;

    f) to ensure that the expenditure presented by all partners has been paid in implementing the Project and that it corresponds to the activities agreed between the partners and indicated in the Project as registered in the INTERREG+ system;

    g) to collect documents and information from the partners in order to present consolidated Project Reports and Applications for Reimbursement;

    h) to inform the joint secretariat immediately in written form if the project budget has to be changed, if the partners, the project objectives or the activity plan on which the present Contract is based on have to be changed, or if one of the reimbursement conditions cannot be fulfilled, or if circumstances arise which entitle the managing authority to reduce or recover the EU contribution (entirely or partly);

    i) to comply with EU regulations as referred to in the preamble of the Contract, and with the relevant national legislation for the whole partnership, with special regard to procurement, State aid, publicity, furthermore rules on sustainable development and equal opportunities;

    j) to be the sole recipient, on behalf of all partners, of the payments of the certifying authority;

late, the managing authority may, by a duly reasoned decision and after allowing the lead partner to submit its observations, reduce the initial amount of subsidy in line with the actual implementation of the Project and in accordance with the terms of the Contract. This applies as well with regards to the compliance with the visibility obligations set out in Article 7 of the General Terms and Conditions.

4. 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. In case of a decision on the decommitment of the Project, the managing authority initiates the amendment of the 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 partner, and which becomes part of the Contract. In case of a decision on the decommitment of the Project, the lead partner shall submit a revised budget and application, reflecting the decommitment, within two weeks following the receipt of the notification from the managing authority. In case of failure to respect the deadline, the decommitment shall be applied proportionally to all budgetary lines.

5. In case one of the obligations of the lead partner is not fulfilled, the managing authority may suspend the execution of the Contract.

6. In case of suspending the Contract, the managing authority shall notify the lead partner regarding this decision, the duration of the suspension period, the proposed corrective measures and the related financial measures. The managing authority shall also notify the lead partner if the suspension period is cancelled prior to the initially set deadline.

7. The managing authority may compensate the amount of reclaim of the same partner receiving financial support in different projects during reimbursement.

Article 4
Project Reports and Applications for Reimbursement

1. The lead partner receives the reimbursement based on the submitted and approved Application for Reimbursement.

2. The lead partner 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 partner has to submit a Report (meaning Project Report or Final Project Report) alongside each Application for Reimbursement, consisting of the description of the activities carried out and their outputs and results during the reporting period, further consisting of a financial report presenting the financial progress of the Project compared to the finalised Project 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.

3. The lead partner 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 3.1 of the Contract. 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 (and 100 calendar

9. In case the Declarations on Verification of Expenditure are not available for each partner for a given reporting period, the lead partner shall submit the Application for Reimbursement on the basis of the Declarations on Verification of Expenditure available for the reporting deadline. The Application for Reimbursement shall contain also those Declarations on Verification of Expenditure, which have zero amount. The expenditures of the partners receiving financial support not verified for the given reporting period within the deadline can be requested only for the next two reporting deadlines following the reporting period concerned[3].

10. The lead partner shall submit the Application for Reimbursement in EUR, based on the Declarations on Verification of Expenditure issued in EUR by the identified Control Bodies of the partners.

11. Partners from Partner Countries which have not adopted the EUR as their currency shall convert into EUR the amounts of expenditure incurred in national currency before submission for verification to the responsible Control Body of the Partner Countries. The expenditures shall be converted into EUR using the monthly accounting exchange rate of the European Commission (INFOREURO) in force in the month in which the expenditure is submitted by the partner to the control body[4].

12. The exchange rate risk is borne by the lead partner or partner concerned.

13. In order to monitor the progress of the Project, the lead partner has to provide an updated spending forecast of the Project when requested by the joint secretariat or by the managing authority.

14. The lead partner, upon request by the joint secretariat, shall submit Project Follow-up Reports proving the sustenance of the project outputs. Details about the content and submission of Follow-up Reports are regulated in the Project Implementation Manual.

15. The lead partner 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 Contract or which entitle the managing authority to reduce or recover the EU contribution entirely or in part. Immediate information shall also be provided in case the Project has not been or cannot be fully implemented by carrying out the planned activities and results moreover by achieving at least 80 per cent of the quantifiable outputs, or if the Project cannot or could not be implemented in due time. As a general rule, however, the lead partner has to adhere to the rules and procedures for requesting project changes, which are defined in the Project Implementation Manual.

16. In case the Project cannot be implemented in line with the time schedule determined in the finalised Project Form contained in Annex II of the Contract, as well as in line with the spending forecast specified in Point 13 of the present Article, the fact has to be reported immediately to

[3] See exception related to preparation costs in point 5.

[4] The monthly exchange rates of the European Commission are available at the website of the European Commission: http://ec.europa.eu/budget/inforeuro.

joint secretariat on the details of its separate bank account, all consequences, including those of financial nature, shall be borne by the lead partner.

9. The lead partner is responsible for transferring the EU contribution to those partners which receive financial support according to the approved Application for Reimbursement, within the timeframe agreed in the signed Partnership Agreement, and without any deduction, retention or further specific charge from the EU contribution amounts due.

10. Bank statements proving the management of the separate project bank account and the transfer of funds from the lead partner to those partners which receive financial support have to be presented to the joint secretariat attached to the subsequent Project Report. Bank statements proving that the lead partner has transferred to the partners(s) the EU contribution approved in the Final Project Report must be submitted to the joint secretariat within 14 calendar days from the transfer.

Article 6
Procurement rules

1. For the award of service, supply and work contracts by the lead partner / partners which receive financial support, the procurement procedures shall follow the provisions of Chapter 3 of Title VII of Regulation (EU, Euratom) No 2018/1046 which apply in the whole programme area, both on the Member State's and on the IPA III partner country's territory.

2. Procurement rules shall apply for procurements both in the Member State and IPA III partner country (Hungary and Republic of Serbia).

3. Documents which should be submitted to support the verification of costs related to procurements are listed in the Project Implementation Manual / Eligibility of expenditures.

4. Lead partners / partners shall also follow all procurement rules defined in detail in the Project Implementation Manual, in the Eligibility of expenditures and in the manuals relating to national level procedures.

Article 7
Information and publicity

1. With respect to Article 36 (4) of the Interreg Regulation, the lead partner undertakes to fulfil the information and publicity measures set out in the Communication and Visibility Guide for Projects, with the aim of promoting the fact that co-financing is provided from EU contribution available under the Interreg VI-A IPA Hungary Serbia Programme, furthermore it undertakes to ensure the adequate promotion of the Project.

2. The lead partner 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 VI-A IPA Hungary Serbia

c) a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives.

In line with Article 65 of the CPR repayment due to non-compliance with this Point shall be made in proportion to the period of non-compliance.

2. The lead partner is obliged to notify the joint secretariat of any such changes described beforehand.

3. Any results or rights related to the Project, including author's rights and/or any other intellectual or industrial property rights, obtained from the implementation or as a result of the implementation of the Contract (except the cases where such rights exist before the Contract) shall represent the property of the lead partner and the partners, as the case may be.

4. The lead partner and the partners cannot mortgage or impose any other form of bank guarantee on the goods purchased from the financing throughout the implementation period of the Project and five years after the date of the final payment to the lead partner.

5. 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 partners. Leasing, handing over 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 Contract and connected to the subject of matter will be transferred to the new party.

6. 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 partner in order to make them available to the public.

7. Without prejudice to Point 6 above, the lead partner grants the managing authority (and the European Commission) the right to use freely and as it sees fit, and in particular, to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium all documents deriving from the Project whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.

Article 9
Audit rights

1. The responsible auditing bodies of the EU and, within their responsibility, the auditing bodies of the Partner Countries, 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 partner and by the partners or to arrange for such an audit to be carried out by authorised persons.

2. The lead partner shall produce all documents required for the audit, provide necessary information and give access to its business premises. The lead partner is obliged to retain for audit

e) conduct a full audit on the basis of all accounting documents and any other document relevant to the financing of the Project.

10. Additionally the European Anti-Fraud Office and the other above-mentioned anti-fraud agencies shall be allowed to carry out on-the-spot checks and inspections in accordance with the procedures laid down by the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities, as well as the Financing Agreement between the European Commission and Serbia. Where appropriate, the findings may lead to recovery by the European Commission.

11. Access given to agents/employees/subcontractors of the above-mentioned bodies carrying out verifications/audits as provided for by this Article shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject.

12. Each partner receiving financial support shall keep all records, accounting and supporting documents related to the Contract for five years following 31 December of the year in which the last payment is made to the lead partner, and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been disposed of.

13. The records, accounting and supporting documents shall be easily accessible and filed so as to facilitate their examination.

14. All the supporting documents shall be available either in the original form, including in electronic form, or in duly justified cases as a copy.

15. If the managing authority or the European Commission carries out an interim or ex post evaluation or a monitoring mission, the lead partner shall undertake to provide it and/or the persons authorised by it with the documents or information necessary for the evaluation or monitoring mission.

16. Failure to comply with the obligations set forth in this Article constitutes a case of breach of a substantial obligation under this Contract. In this case, the managing authority may in particular suspend the Contract, approval of a Project Report, payments or the time-limit for a payment, terminate the Contract and reduce the subsidy.

Article 10
Irregularities

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.

2. In case of irregularities identified during project implementation the managing authority reserves the right to claim the repayment of the EU contribution in full or in part from the lead partner, and has the right to reduce the amount of the EU contribution awarded. In case an irregularity is

from procurement rules or from rules governing the use of EU funding or national subsidies, for involvement in a criminal organisation or for any other illegal activity detrimental to the EU's financial interests; or if

h) the lead partner becomes guilty of misrepresentation in supplying the information required by the managing authority or in failing to provide requested information; or

i) in case of established irregularities; or if

j) the lead partner fails to fulfil a condition or an obligation resulting from the Contract, in particular if

k) the lead partner fails to submit a Project Report and Application for Reimbursement within the reporting deadline;

l) the lead partner repeatedly fails to submit Project Follow-up Reports, if applicable; or if

m) the lead partner fails to sustain the results of the Project as defined in Article 8 of the General Terms and Conditions; or if

n) the Project has not been or cannot be fully implemented by carrying out the planned activities and results moreover by achieving at least 80 per cent of the quantifiable outputs, or if the Project cannot or could not be implemented in due time; or if

o) the lead partner fails to, within seven calendar days, provide information about circumstances that delay, hinder or make impossible the implementation of the Project, as well as about any circumstances that 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; or if

p) the regulations of EU- and national law (including provisions concerning procurement rules, State aid rules, publicity rules, rules on environmental protection and rules on equal opportunities) have been infringed; or if

q) the lead partner has impeded or prevented the auditing of the Project or failed to retain the project documentation as referred to in Article 9 of the General Terms and Conditions; or if

r) the EU contribution awarded has been partially or entirely misapplied for purposes other than those agreed upon; or if

s) it has been impossible to verify that the Final Project Report is correct and thus the eligibility of the Project for funding from the Programme cannot be verified.

2. Based on Article 36 (6) of the Interreg Regulation, The managing authority may, taking into account the principle of proportionality, cancel up to 2 per cent of the EU contribution in case a partner, including the lead partner, does not comply with its information and publicity obligations under Article 47 of the CPR or Article 36 (4) and (5) of the Interreg Regulation.

3. If the managing authority sends a request for repayment for the amount of EU contribution paid unduly, the lead partner is obliged to secure repayments from the partner(s) concerned and has to repay the amount specified by the managing authority before the due date. The repayment by the lead partner is due within 60 calendar days following the receipt date of the request for repayment. Any delay in effecting repayment may give rise to interest on late payment, starting on the due date and ending on the date of actual payment. The rate of the interest shall be one-

14. In exceptional and duly justified cases, including the occurrence of force majeure, the managing authority may decide on terminating the Contract by a written notification.

Article 12
Assignment, legal succession

1. The managing authority is entitled at any time to assign its rights under the Contract. In case of assignment the managing authority will inform the lead partner without delay.

2. The lead partner is allowed to assign its duties and rights under the Contract only after prior decision of the Monitoring Committee and written consent of the managing authority.

3. In case of legal succession the Parties are obliged to transfer all duties under the Contract to the legal successor. The Parties shall notify each other about any change beforehand. In case of legal succession affecting the lead partner or a partner, the lead partner shall notify the joint secretariat beforehand. In case of legal succession – as all duties under the present Contract are transferred to the legal successor – the Contract shall be modified.

Article 13
Amendments to the Contract and other project changes

1. Deviations from any aspect of project implementation defined in the Contract and its Annexes have to be reported by the lead partner to the joint secretariat in order to seek written approval for changes. Modifications to the Project can also be initiated by the managing authority / joint secretariat, if deemed necessary.

2. Amendments to the Contract, including its Annexes, must be in written form.

3. The amendment may not have the purpose or the effect of making changes to the Contract which would call into question the subsidy award decision or be contrary to the equal treatment of applicants.

4. Any amendment to the Contract has to respect the detailed rules laid down in the Project Implementation Manual in force regarding each case of contract modification or other changes in the Project.

5. Any request for a modification of the Contract (except for the decommitment decision of the managing authority or legal succession of the managing authority) has to be justified and submitted by the lead partner to the joint secretariat in a written form, as regulated in the Project Implementation 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 partner can be contacted if any further clarification of the submitted modification request or change in the Project is necessary.

6. The Addendum to the Subsidy Contract has to be signed by both Parties according to the approval of the managing authority / Monitoring Committee.

3. The lead partner shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under the Contract, the lead partner shall replace, immediately and without compensation from the managing authority, any member of its staff in such a situation.

4. The lead partner shall respect human rights and applicable environmental legislation, including multilateral environmental agreements, as well as internationally agreed core labour standards.

Article 16
Confidentiality, data protection

1. The managing authority and the lead partner undertake to preserve the confidentiality of any information, notwithstanding its form, disclosed in writing or orally in relation to the implementation of the Contract and identified in writing as confidential until at least the end of the timeframe mentioned in Article 82 (1) of the CPR.

2. The lead partner shall not use confidential information for any aim other than fulfilling their obligations under the Contract, unless otherwise agreed with the managing authority.

3. The European Commission shall have access to all documents communicated to the managing authority and shall maintain the same level of confidentiality.

4. Any personal data will be processed in accordance with applicable national legislation solely for the purposes of the performance, management, monitoring and control of the Contract by the managing authority and the joint secretariat, and may also be passed to the bodies charged with monitoring or inspection tasks under European Union law.

5. The lead partner declares that it has informed the contact person of the Contract and all the employees affected by the procession of their personal data required for the performance of the Contract and of their rights under the General Data Protection Regulation, prior to the transfer of their personal data to the managing authority / joint secretariat. The lead partner shall ensure that the contact persons and all affected employees of the Project partners have also been informed of the above. General information on data protection is available on the website of the Programme.

6. The lead partner shall limit access and use of personal data to that strictly necessary for the performance, management, monitoring and control of the Contract and shall adopt all appropriate technical and organisational security measures necessary to preserve the strictest confidentiality of and to limit access to this data.

7. In case natural, recognizable persons are depicted in a photograph or film produced in connection to the Project, the lead partner shall in the Final Project Report submit a statement of these persons giving their permissions for the use of their image. The above does not refer to neither photographs taken nor films shot in public places where random members of the public are identifiable only hypothetically, nor to public persons acting in their public activities.

Project ID:	HUSRB/23R/11/086	Project acronym:	STOP FIRES
Lead Partner:	JP "Vojvodinašume", Petrovaradin, PE "Vojvodinašume", Petrovaradin		

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Project form

Title of the project	StrengThening Organizations in the Protection against FIRES		
Priority	P1 - A greener region		
Objective	O1.1 - Climate change adaptation, risk prevention		
Project type by scale	11R - Climate change adaptation, risk prevention - Regular scale project		
Total budget			1 635 275,68 EUR
EU contribution			1 389 984,32 EUR
National contribution	82 151,81 EUR	Hungary	82 151,81 EUR
		Serbia	0,00 EUR
Own contribution	163 139,55 EUR	Own public contribution	163 139,55 EUR
		Own private contribution	0,00 EUR
Start date of project	01/07/2024	End date of project	30/06/2026
	Duration of the project (in month)	24	

Project ID:	HUSRB/23R/11/086	Project acronym:	STOP FIRES
Lead Partner:	JP "Vojvodinašume", Petrovaradin, PE "Vojvodinašume", Petrovaradin		

2. Partner data

Lead Partner

General data of the partner

Official name in original language	JP "Vojvodinašume", Petrovaradin		
Official name in English	PE "Vojvodinašume", Petrovaradin		
Abbreviated name	VSUME		
Type of institution	Public body		
Website	http://www.vojvodinasume.rs		
Legal status	Public organization	**Registry number**	08762198
National tax number	101636567	**Community tax number**	
Date of foundation	08/05/2002	**Founder organisation**	Government of Vojvodina Province

Address and contact information

Addresses of the Organization	Official address	Branch office address	Mailing address
Country	Serbia	Serbia	Serbia
NUTS III or equivalent	Južnobački upravni okrug	Južnobački upravni okrug	Južnobački upravni okrug
Postal code	21131	21131	21131
Settlement	Petrovaradin	Petrovaradin	Petrovaradin
Street, number, PO Box	Preradovićeva 2	Preradovićeva 2	Preradovićeva 2

Legal representative of the organization		Contact person	
Title	Mr.	**Title**	Mr.
Name	Roland Kokai	**Name**	Bojan Tubić
Position	Director	**Position**	Expert associate for forest management planning
Mobile phone	+381638255007	**Mobile phone**	+381628005255
Office phone		**Office phone**	+38121431144
E-mail	roland.kokai@vojvodinasume.rs	**E-mail**	btubic@vojvodinasume.rs

Project ID:	HUSRB/23R/11/086	Project acronym:	STOP FIRES
Lead Partner:	JP "Vojvodinašume", Petrovaradin, PE "Vojvodinašume", Petrovaradin		

Partner 2

Official name in original language	Fond "Evropski poslovi" Autonomne pokrajine Vojvodine		
Official name in English	European Affairs Fund of Autonomous Province of Vojvodina		
Abbreviated name	FEP		
Type of institution	Public body		
Website	www.vojvodinahouse.eu		
Legal status	Public organization	**Registry number**	08917752
National tax number	106652119	**Community tax number**	
Date of foundation	10/05/2010	**Founder organisation**	Assembly of the Autnomous Province of Vojvodina

Address and contact information

Addresses of the Organization	Official address	Branch office address	Mailing address
Country	Serbia	Serbia	Serbia
NUTS III or equivalent	Južnobački upravni okrug	Južnobački upravni okrug	Južnobački upravni okrug
Postal code	21108	21108	21108
Settlement	Novi Sad	Novi Sad	Novi Sad
Street, number, PO Box	Bulevar Mihajla Pupina 16 (PO box 2)	Bulevar Mihajla Pupina 16 (PO box 2)	Bulevar Mihajla Pupina 16 (PO box 2)

Legal representative of the organization		Contact person	
Title	Mr.	**Title**	Mrs.
Name	Ognjen Dopuđ	**Name**	Ivana Đurica
Position	Director	**Position**	Assistant Director for European Programmes and Projects
Mobile phone	+381643426725	**Mobile phone**	+38163568181
Office phone		**Office phone**	
E-mail	dopudj@vojvodinahouse.eu	**E-mail**	djurica@vojvodinahouse.eu

3. Project Description

Project description

Project's overall objective: Please describe the project's overall objective in the field below (maximum 500 characters)

To increase environmental resilience to climate change and risk prevention through improved fire disaster management, emergency preparedness and awareness raising of vulnerable natural areas in the CB region

Please describe how the project's overall objective contributes to the programme specific objective (maximum 2 000 characters)

The project contributes to promoting climate change adaptation and disaster risk prevention and resilience because it addresses natural disasters, specifically wildfires in the CB area on the one hand, by improving the capacities for fire disaster management and measures and interventions in fire risk prevention in the CB region, and on the other hand, by raising the awareness of vulnerable natural areas in the CB region. The project aims to jointly develop specific know-how and skills as well as to improve the common equipment background for appropriate, timely and efficient interventions in terms of wildfires. The joint awareness raising activities will be implemented to increase knowledge about fire protection and to strengthen risk prevention attitude in inhabitants and visitors. The project supports eco-system based approaches because it focuses on the protection of the original biodiversity of two vulnerable nature areas along the border: Körös-éri Landscape Protection Area and landscape of outstanding features – Subotica Sandlands. As a result, the project area will be better prepared to prevent and tackle the negative consequences of wildfires caused by extreme weather phenomena (droughts) or risks linked to human activities (inadvertence, arson, etc.). Overall, the implemented project activities will contribute to achieving a greener Europe by climate change mitigation and adaptation, risk prevention and management.

PROJECT SUMMARY:
Please enter the project summary in the below cell (maximum 3 000 characters)

Climate change has increased forest fire risk across Europe and it's expected to have a strong impact on forest fire regimes in Europe, including Programme area, so additional adaptation measures are needed as fires cause severe damage to the environment as well as economic and individual assets. Project objective is to increase environmental resilience to climate change and risk prevention through improved fire disaster management, emergency preparedness and awareness raising of vulnerable natural areas in CB region. Project has 3 outcomes: 1. Managed project with completed communication activities, 2. Capacity building for timely, appropriate and effective intervention, 3. Raised public awareness and improved knowledge in the field of adaptation to climate change and risk prevention. Activities involve: Project management, Communication, Joint development of CB fire emergency plan, Organization of joint training, Development of integrated CB system for monitoring/early detection, Procurement of firefighting/ITC equipment, Creation of prerequisites for the improvement of the fire protection infrastructure, CB fire risk awareness raising campaign, Education of schoolchildren. The project will be implemented in Csongrád-Csanád County and North Bačka District in period of 24 months. Main target group includes firefighters and emergency responders, volunteers from voluntary fire brigades and employees of forest manage partner organizations, moreover, key actors and policy makers at the local, regional and national level, representatives of local communities, recreation and tourism Industry, landowners, property managers, agriculturalists, general public and schoolchildren. The project envisages 5 outputs: 1 pilot action developed jointly and implemented in project, EUR 1,118,529 investments in new disaster monitoring, preparedness, warning and response systems against natural disasters, 1000 persons educated about climate change adaptation and risk prevention, 4 public events across borders jointly organised, 4 organisations cooperating across borders.

from CCC). 6 schools from each country will be covered by trainings to educate/empower min. 1000 schoolchildren from CB region (500 from SRB, 500 from HU), as future fire safety advocates

Expected outputs, results; durability, sustainability and capitalization of results (maximum 2 000 characters)

Project implementation will lead to achievement of multiple outputs/results that will contribute to promoting climate change adaptation, disaster risk prevention/resilience.Output: pilot action involves joint development of CB fire emergency plan, by means of which procedure for forest fire emergency management/risk prevention will be established in CB area, training sessions, when the plan will be developed/tested, and procurement of equipment to build PPs' capacities, will result in solution to be taken up by partner organisations.Another output is EUR1118529 investment in integrated CB system for monitoring/early detection, for which prerequisites for the improvement of fire protection infrastructure will be created. Successful implementation of project will result in 1.3 mil people (5 border districts) benefiting from protection measures against wildfire.Durability of outputs will be guaranteed long time because of improved human/infrastructural capacities and CB fire emergency plan that will remain in PPs' possession and they will continue to generate results after project completionProcured equipment will be integrated in PPs' daily work in respect to environment/fire protection activities, forest management and other rescue/emergency actions if needed and PPs will maintain it after project completion.Outputs: 4 public events across borders jointly organised/promo film, which will serve to raise awareness/promote the project, and 1000 persons educated about climate change adaptation/risk prevention will have long-term effects as target groups will better understand their role in fire risk prevention and significance of protecting the environment from fire hazards.PPs will continue cooperation to guarantee durability of results and capitalize on accrued knowledge/findings in future.PPs will take measures during project implementation to further formalize their cooperation and MOU will be signed to ensure cooperation across borders after project completion.

Cross-border activities and impact (maximum 2 000 characters)

Natural disasters, such as wildfires, know no borders, thus CB approach is vital. The project is utilizing and developing the human and infrastructural resources on each side of the border so as to provide more efficient and stronger intervention in emergency situations for both countries.
The planned activities complement each other, and so does the project partnership by their relevant experiences and competencies in relevant fields to create a proficient CB forest fire intervention system in CB area for everyone's benefit. In the project, a joint CB fire emergency plan and an integrated CB system for monitoring and early detection will be developed, which will strengthen the emergency preparedness of CB region in the long run. The project focuses on connecting relevant stakeholders in emergency situations in CB region by strengthening communication and correlating their activities in cases of wildfire. The project ensures coordination and good practice exchange among relevant stakeholders, which will be enabled during joint training/field exercises and in continuous communication during project implementation. The CB approach will result in benefits for the partnership as their everyday work will become safer, more efficient and somewhat easier through improved human and infrastructural resources. The joint project events that will gather relevant stakeholders in emergency situations from Hungary and Serbia will contribute to the enhancement of communication and cooperation between institutions, therefore providing a hub for information exchange, transfer of best practices and opportunities for future joint actions, to the benefit of CB region. At the same time, the target groups (local population, visitors, recreation and tourism industry, landowners, property managers, agriculturalists, etc.) will benefit from a safer environment, well-protected vulnerable natural areas and smooth-running economy that will not be destroyed by natural disasters in the CB area.

Risk management (possible internal/external limitations and solutions foreseen) (maximum 2 000 characters)

There are few risks that may hinder project implementation and it can be considered a low risk project. Environmental risks include bad weather conditions for the training exercises that will take place outdoor. The activities will be organised when the weather conditions are good. Economic risks are the most likely to affect project implementation due to the economic situation reflected in the energy crisis and inflation trends present in the world at the moment of project proposal submission. The risks remain that the costs of services/equipment in the project implementation phase will be higher than the ones foreseen in the project development phase. The project partners will bear any additional costs that may occur. Political risks involving changes in the general political situation are possible on both sides, but are not very likely. Social risks may affect the project, but cannot hinder its overall implementation. Low interest among the target groups to participate in project activities and events is very unlikely to happen. Organizational risks may present themselves in slow exchange of information due to a number of organizations involved in project activities and a vast communication network. Good project management can minimize the risk.

1	1.2 - Organization of joint training	Three training sessions involving theory and exercises will be held: two in Hungary, one in Serbia. The project will bring the project partners, firefighting brigades and volunteers and relevant experts together to exchange their experiences and knowledge on bush and forest fires through expert training sessions and joint field exercises. The expected number of participants per training session is 50. The first training session lasting two days will be held in Hungary organized by PP1 in the 3th reporting period to initiate the development of CB fire emergency plan. The event will serve the participants to present forest fire prevention practices specific to the region and as a basis for the development of a joint CB fire emergency plan. A workshop for utilization of specialized tools for forest fires will be organised as a one-day event in North Bačka District (SRB) by PP3 in the 4th reporting period. The expected number of participants will be 30. The workshop will be intended for volunteer firefighters from the targeted region, as well as for professional firefighters. The participants will gain relevant practical knowledge and skills for utilisation of specialized tools for intervention in case forest fires. The second two-day training session organised by PP1 will be held in Hungary in the 5th reporting period. The new forest fire detection and monitoring system, as well as the newly procured equipment will be presented. At the same time, the draft CB fire emergency plan will be revised and modified. The third training session lasting three days will be held in Serbia at the end of project implementation and organised by PP2. The new forest fire detection and monitoring system will be demonstrated. In the field exercise, the CB fire emergency plan will be put into practice through simulation for the first time. The newly procured equipment will be tested. The training sessions and workshop will contribute to increasing the participants' knowledge of forest fire prevention, enabling them to notify the authorities more quickly and efficiently by learning about the system that	North Bačka District, Csongrád-Csanád County	Capacity building for timely, appropriate and effective intervention

prevention of and response to climate change induced hazards such as forest fires. Nevertheless, prevention, preparedness and response in CB territories is not always optimal and improvement is possible. Therefore, the project partners (LP, PP1, PP3) will develop a Cross-border fire emergency plan in compliance with the European Union guidelines on civil protection and in collaboration with relevant authorities and stakeholders from both countries. The activity will be implemented during all project implementation.

The Cross-border fire emergency plan will include:

- Establishment of communication channels and points of contact to exchange information and coordinate their actions during fire urgencies.
- Information on newly establishment of integrated CB system for early detection of fires: in CB area in both countries, early warning systems for fire emergencies will be installed. The systems will include weather monitoring, fire risk assessments and alert mechanisms to promptly notify authorities about potential fire threats in CB areas.
- Possibilities of mutual assistance that will allow them to request and provide support during fire emergencies sharing firefighting resources, personnel and equipment, depending on the severity and scale of the incident. This will include definition of roles, responsibilities and coordination mechanisms for each phase of the emergency, including preparedness, response, recovery and post-incident analysis.

The Cross-border fire emergency plan will be implemented within the project through the conduct of joint exercise simulating emergency scenarios that require cross-border cooperation and test communication systems, joint response and resource mobilization.

The CB fire emergency plan is a pilot project because it will be the first time that a procedure for forest fire emergency management and risk prevention will be established in the project area, which will strengthen emergency preparedness of the CB region in the long-term. The impact will be enhanced by the increased knowledge of relevant stakeholders in forest fire fighting

	This will be the first time that such a state-of-the-art system will be implemented in the CB area.	
1.4 - Procurement of firefighting and ITC equipment	The project partners' fire management capacities will be further improved through the procurement of specialized and modern firefighting equipment that will enable the rescue missions even in remote areas. The purchased equipment will be procured at the beginning of the project implementaiton to provide better safety for intervention teams and volunteers working in fire emergencies, improve reaction times of rescue and clean-up efforts across the border. If intervention teams on both sides of the border are well equipped, they will be faster and more efficient in supporting each other during emergency situations, which is a relevant cross-border benefit for everyone. LP will improve its equipment capacities for fire emergency preparedness by procuring the following: - A special off-road firefighting vehicle designed for extinguishing fires at inaccessible areas, as well as for other types of interventions. It is equipped with all-wheel drive (4x4) and a double cabin. It has a water tank, foam tank, high pressure pump. Additionally, it should be equipped with various specialized fire-fighting and rescue equipment. - Firefighting equipment (motor pump for water, firefighting nozzles, firefighter backpacks, fire swatters, fire hoses, reducers, rechargeable head/hand lamps with cahrger, protective uniforms/helmets for firefighters, hydrant keys small hoses, hydrant cabinets, etc.) PP1 will improve its equipment capacities for fire emergency preparedness by procuring firefighting equipment (chainsaws, leaf blowers, motorised backpack sprayers, pole pruenrs, extinguisher water backpacks, rakes, fire swatters, forestry shovels, firefighter troop tools, fire extinguisher trailers, pick up skid units with water pump, tank trailers, UAV, replacement batteries	North Bačka District, South Bačka District, Csongrad-Csanad County

1.5 - Creation of prerequisites for the improvement of the fire protection infrastructure	The issue of water supply of the Subotica Sandlands is today apostrophized as a priority. The lack of water is particularly evident when extinguishing large and catastrophic forest fires, because water is the most effective means of extinguishing forest fires, provided that it is available in sufficient quantities. The hydrographic network in the sandlands area is not developed, i.e. there are no conditions for the formation of surface flows, due to the characteristic geological structure and specific morphology. The main potential of water supply is contained in the first aquifer, which is represented by considerable supplies of underground water located in the hydrogeological collector closest to the surface of the terrain (up to 50 m deep), which is why they are of special economic importance. Since the first aquifer is particularly significant, because of the possibility of rational range and use, it is necessary to prepare a Study of the existing state of water supply with a proposal for the further functioning and exploitation of the water well field on the Subotica Sandlands. The study would include five basic segments as follows: development of the applied hydrogeological research project; conduct of hydrogeological research in the area of Subotica Sandlands; development of hydrodynamic calculations of the operation of the water well field in non-stationary conditions for at least one year; drafting of a report on completed research; preparation of the survey on underground water reserves. The study will be a prerequisite for the development of the infrastructure of wells, which are of key importance for extinguishing forest fires, because it provides access to water that is necessary for extinguishing fires on the spot. This infrastructure would contribute to the sustainability and efficiency of the water supply system, and alleviate the water supply problem related to game feeding, as well as the livestock sector. It will also contribute to capacity building for timely, apporpriate and effective intervention in the future. By improving the water supply, the microclimate of the area would also change significantly,	North Bačka District (SRB)

reporting period, 1 in SRB in 5th reporting period, which will target key actors and policy-makers at the local, regional and national level (local self-government units in the CB area, Csongrád-Csanád County, North Bačka District, Provincial Secretariat for Urban Planning and Environmental Protection, Provincial Emergency Management Headquarters of APV, Ministry of Environmental Protection, etc.). Collaboration with policymakers is crucial for advocating for policies that support fire prevention, land management practices and allocation of resources for fire suppression efforts and will lead to the development and implementation of fire safety initiatives. There will be 30 participants per event.
The organisation of the events involves providing a venue, technical equipment, moderator, catering, press conference to provide media coverage.
PP1 and PP2 will be responsible for the design and printing of promotional material, which will be developed at the beginning of project implementation, so that it could be distributed at project events and installed at public spaces, such as schools, Körös-éri Landscape Protection Area, landscape of outstanding features – Subotica Sandlands, etc. Each partner will develop the following promotional material and quantities:
- Forest fire risk warning posters (200 per country),
- Environment protection and forest fire risk awareness leaflets (500 per country)
- Promotional material (notepads 500 pcs, pens 500 pcs, paper bags 500 pcs, mini fire extinguisher 50 pcs, water bottles 500 pcs per country)
- Trilingual publication on project results, lessons learned from the project and gained experience (100 per country)

PP2 will develop a short video clip in HU/SRB languages in the 3rd reporting period to raise awareness of the importance of fire prevention and fostering responsible behavior, so that it could be uploaded and shared on social media at the earliest possible time of project implementation.

Project ID:	HUSRB/23R/11/086	Project acronym:	STOP FIRES
Lead Partner:	JP "Vojvodinašume", Petrovaradin, PE "Vojvodinašume", Petrovaradin		

5. Indicators

Programme specific

Indicator ID	Type	Name of indicator	Unit	Base value	Target value	Description	Sources of validation
RCR84	Result	Organisations cooperating across borders after project completion	organizations	0,00	4,00	Memorandum of understanding (MOU) that the project partners will continue cooperation in the field of adaptation to climate change and risk prevention after the end of the supported project. MOU will be established during the implementation of the project.	
RCO87	Output	Organisations cooperating across borders	organizations	0,00	4,00	Partnership Agreement defines how the partner organizations would cooperate across borders. The Partners, through the Partnership Agreement, lay down the rules of procedures for the activities to be carried out and the relations that shall govern the partnership set up in order to successfully and efficiently implement the above-mentioned cross-border Project. The Agreement shall also define their mutual responsibilities concerning the administrative and financial management of the Project. In the Project report LP reports the achievement of the partnership.	Partnership Agreement, Project report
RCO115	Output	Public events across borders jointly organised	event	0,00	4,00	The attendance lists contain the signatures of all participants at the public events organized within the project (the two Round Tables and the Opening and Closing conferences). Photos from the public events organized prove the presence of the signed participants. Media coverage reports will inform about public events.	Attendance lists, photos, media coverage reports

jointly and implemented within the project through the conduct of joint exercise simulating emergency scenarios that require CB cooperation and test communication systems, joint response and resource mobilization. Three training sessions involving theory and exercises will be held (2 in HU, 1 in SRB). The project will bring the project partners, firefighting brigades and volunteers and relevant experts together to exchange their experiences and knowledge on bush and forest fires through expert training sessions and joint field exercises. The participants will sign attendance lists.
The project partners' fire management capacities will be further improved through the procurement of specialized and modern firefighting equipment that will enable the rescue missions even in remote areas.

Project ID:	HUSRB/23R/11/086	Project acronym:	STOP FIRES
Lead Partner:	JP "Vojvodinašume", Petrovaradin, PE "Vojvodinašume", Petrovaradin		

All	No.	Outcome	Activity name	Partner	RP1	RP2	RP3	RP4	RP5	RP6
✓	0	Managed project with completed communication activities			✓	✓	✓	✓	✓	✓
✓	0.1		Project management		✓	✓	✓	✓	✓	✓
✓	0.1			LP - RS - VSUME	✓	✓	✓	✓	✓	✓
✓	0.1			P1 - HU - KEFAG	✓	✓	✓	✓	✓	✓
✓	0.1			P2 - RS - FEP	✓	✓	✓	✓	✓	✓
✓	0.1			P3 - RS - MUP SVS	✓	✓	✓	✓	✓	✓
✓	0.2		Communication		✓	✓	✓	✓	✓	✓
✓	0.2			LP - RS - VSUME	✓	✓	✓	✓	✓	✓
✓	0.2			P1 - HU - KEFAG	✓	✓	✓	✓	✓	✓
✓	0.2			P2 - RS - FEP	✓	✓	✓	✓	✓	✓
✓	0.2			P3 - RS - MUP SVS	✓	✓	✓	✓	✓	✓
	1	Capacity building for timely, appropriate and effective intervention			✓	✓	✓	✓	✓	✓
	1.1		Joint development of CB fire emergency plan		✓	✓	✓	✓	✓	✓
	1.1			LP - RS - VSUME		✓	✓	✓	✓	✓
	1.1			P1 - HU - KEFAG		✓	✓	✓	✓	✓

Project ID:	HUSRB/23R/11/086	Project acronym:	STOP FIRES
Lead Partner:	JP "Vojvodinašume", Petrovaradin, PE "Vojvodinašume", Petrovaradin		

	1.5		Creation of prerequisites for the improvement of the fire protection infrastructure			✓	✓	✓	✓	✓
	1.5			LP - RS - VSUME						
	1.5			P1 - HU - KEFAG						
	1.5			P2 - RS - FEP		✓	✓	✓	✓	✓
	1.5			P3 - RS - MUP SVS						
	2	Raised public awareness and improved knowledge in the field of adaptation to climate change and risk prevention			✓	✓	✓	✓	✓	✓
✓	2.1		CB fire risk awareness raising campaign		✓	✓	✓	✓	✓	✓
✓	2.1			LP - RS - VSUME	✓	✓	✓	✓	✓	✓
✓	2.1			P1 - HU - KEFAG	✓	✓	✓	✓	✓	✓
✓	2.1			P2 - RS - FEP	✓	✓	✓	✓	✓	✓
✓	2.1			P3 - RS - MUP SVS	✓	✓	✓	✓	✓	✓
	2.2		Education of school children				✓	✓	✓	✓
	2.2			LP - RS - VSUME						
	2.2			P1 - HU - KEFAG			✓	✓	✓	✓
	2.2			P2 - RS - FEP						
	2.2			P3 - RS - MUP SVS			✓	✓	✓	✓

Additional communication tools

Project partner	Communication tool	Language	Description	Justification	Target group(s)

Infrastructure communication tools

Project partner	Communication package	Package description

8. Infrastucture information

ID	Partner	Related infra element	Permit	Permit status	Owner	Description

8.1 Location

Infra ID	Location ID	Partner	Lot number	Owner	Proof of property ownership	Description

9. Project Team

No.	Partner	Budget line	Position	Name of team member	Job description	Est. share of working time (%)	Month in project	Monthly salary in project (EUR)	Total (EUR)

10. Partner without budget

ID	Official name in original language	Country	NUTS III	Settlement	Activity

BUDGET OF THE PROJECT							
	HUSRB/23R/11/086 STOP FIRES	LP:	VSUME				
No.	Budget lines	LP - RS - VSUME	P1 - HU - KEFAG	P2 - RS - FEP	P3 - RS - MUP SVS	Costs (in EUR)	Share %
1	**Staff costs**	**66,000.00**	**86,123.60**	**26,220.00**	**78,970.00**	**257,313.60**	**15,74%**
1.1	Salary of staff - direct project management (Budget type B)	0.00	0.00	0.00	0.00	0.00	
1.2	Salary of staff - professional team members (Budget type B)	0.00	0.00	0.00	0.00	0.00	
1.3	Staff- Flat rate (Budget type A)	66,000.00	86,123.60	26,220.00	78,970.00	257,313.60	
2	**Office and administrative expenditure**	**9,900.00**	**12,918.54**	**3,933.00**	**11,845.50**	**38,597.04**	**2,36%**
3	**Travel and accommodation**	**9,900.00**	**12,918.54**	**3,933.00**	**11,845.50**	**38,597.04**	**2,36%**
4	**External expertise and services costs**	**17,000.00**	**148,689.00**	**106,200.00**	**6,150.00**	**278,039.00**	**17,00%**
4.1	Technical plans	0.00	0.00	0.00	0.00	0.00	
4.2	Studies, statistics, databases and researches	0.00	0.00	60,000.00	0.00	60,000.00	
4.3	Conferences, seminars, project meetings	0.00	18,744.00	6,100.00	1,150.00	25,994.00	
4.4	Services related to procurement procedures	11,500.00	0.00	0.00	3,000.00	14,500.00	
4.5	Costs of supervisor of engineering	0.00	7,895.00	0.00	0.00	7,895.00	
4.6	Costs related to publicity, promotion and communication	2,000.00	5,100.00	5,100.00	2,000.00	14,200.00	
4.7	Other	3,500.00	116,950.00	35,000.00	0.00	155,450.00	
5	**Equipment expenditure**	**315,000.00**	**287,029.00**	**30,000.00**	**390,700.00**	**1,022,729.00**	**62,54%**
5.1	Purchase of equipment	315,000.00	287,029.00	30,000.00	390,700.00	1,022,729.00	
5.2	Rent of equipment	0.00	0.00	0.00	0.00	0.00	
6	**Infrastructure and works**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0,00%**
6.1	Construction of buildings, works, infrastructure	0.00	0.00	0.00	0.00	0.00	
6.2	Reconstruction, renovation of buildings, works, infrastructure	0.00	0.00	0.00	0.00	0.00	
6.3	Purchase of land	0.00	0.00	0.00	0.00	0.00	
7	**Other costs (Budget type B - 40% flat rate)**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0,00%**
	Total eligible costs (1+2+3+4+5+6+7)	417,800.00	547,678.68	170,286.00	499,511.00	1,635,275.68	100,00%
	Share by partners	25,55%	33,49%	10,41%	30,55%	100,00%	

BUDGET OF THE PROJECT

HUSRB/23R/11/086
STOP FIRES

LP: VSUME

Sources of funding name	Amount (EUR)	Share (%)	LP - RS - VSUME (EUR)	LP - RS - VSUME (%)	P1 - HU - KEFAG (EUR)	P1 - HU - KEFAG (%)	P2 - RS - FEP (EUR)	P2 - RS - FEP (%)	P3 - RS - MUP SVS (EUR)	P3 - RS - MUP SVS (%)
EU contribution	1,389,984.32	85.00	355,130.00	85.00	465,526.87	85.00	144,743.10	85.00	424,584.35	85.00
National contribution	82,151.81	5.02	0.00	0.00	82,151.81	15.00	0.00	0.00	0.00	0.00
Own contribution	163,139.55	9.98	62,670.00	15.00	0.00	0.00	25,542.90	15.00	74,926.65	15.00
Own public contribution	163,139.55	9.98	62,670.00	15.00	0.00	0.00	25,542.90	15.00	74,926.65	15.00
Own private contribution	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1,635,275.68	100.00	417,800.00	100.00	547,678.68	100.00	170,286.00	100.00	499,511.00	100.00

Project title:	StrengThening Organizations in the Protection against FIRES				
Priority:	P1 - A greener region				
Objective:	11R - Climate change adaptation, risk prevention - Regular scale project				
Project's overall objective	*To increase environmental resilience to climate change and risk prevention through improved fire disaster management, emergency preparedness and awareness raising of vulnerable natural areas in the CB region*				
Specific project objectives; outcomes	Name of outcome	Indicators	Paired result indicator (if any)	Name of activity	Relevant partner and budget line
Predefined 0	Managed project with completed communication activities	Organisations cooperating across borders	Organisations cooperating across borders after project completion	Project management	LP - BL 4.4; P1 - BL 4.7; P1 - BL 4.3; P2 - BL 4.3; P3 - BL 4.4
Outcome 1	Capacity building for timely, appropriate and effective intervention			Communication	LP - BL 4.6; P1 - BL 4.6; P2 - BL 4.6; P3 - BL 4.6; P1 - BL 4.6; P1 - BL 4.7; P2 - BL 4.6; P2 - BL 4.7
		Investments in new or upgraded disaster monitoring, preparedness, warning and response systems against natural disasters		Organization of joint training	P1 - BL 4.3; P3 - BL 4.3; P2 - BL 4.6; P2 - BL 4.7
		Pilot actions developed jointly and implemented in projects - 1.1	Solutions taken up or up-scaled by organisations	Joint development of CB fire emergency plan	P2 - BL 4.2
				Development of integrated CB system for monitoring and early detection	P1 - BL 4.7; P1 - BL 4.5; P1 - BL 5.1
				Procurement of firefighting and ITC equipment	BL 5.1; P1 - BL 5.1; P1 - BL 5.1; P1 - BL 5.1; P1 - BL 5.1; P1 - BL 5.1; P1 - BL 5.1; P1 - BL 5.1;
				Creation of prerequisites for the improvement of the fire protection infrastructure	P2 - BL 4.2
Outcome 2	Raised public awareness and improved knowledge in the field of adaptation to climate change and risk prevention	Public events across borders jointly organised		CB fire risk awareness raising campaign	P1 - BL 4.6; P2 - BL 4.3; P2 - BL 4.6; LP - BL 4.6; LP - BL 4.7; P1 - BL 4.7; P2 - BL 4.7
		Number of persons educated about climate change adaptation and risk prevention		Education of school children	

ANNEX III – PARTNERSHIP AGREEMENT

Interreg IPA Hungary - Serbia
Co-funded by the European Union

INTERREG VI-A IPA
HUNGARY-SERBIA PROGRAMME

PARTNERSHIP AGREEMENT

PROJECT ID: HUSRB/23R/11/086
PROJECT ACRONYM: STOP FIRES
PROJECT TITLE: STRENGTHENING ORGANIZATIONS IN THE PROTECTION AGAINST FIRES

creating
common future

Partnership Agreement

for the implementation of the Project

STOP FIRES
StrengThening Organizations in the Protection against FIRES

within the Interreg VI-A IPA Hungary Serbia Programme

between

the Lead Partner:	JP "Vojvodinašume", Petrovaradin (PE "Vojvodinašume", Petrovaradin) Preradovićeva 2, 21131 Petrovaradin, Republic of Serbia

and

Partner 1:	KEFAG Kiskunsági Erdészeti és Faipari Zrt. (KEFAG Kiskunsagi Forestry and Wood Industry Plc.) József Attila 2, 6000 Kecskemét, Hungary
Partner 2:	Fond "Evropski poslovi" Autonomne pokrajine Vojvodine (European Affairs Fund of Autonomous Province of Vojvodina) Bulevar Mihajla Pupina 16, 21108 Novi Sad, Republic of Serbia
Partner 3:	Ministarstvo unutrašnjih poslova Republike Srbije, Sektor za vanredne situacije (Ministry of Interior of the Republic of Serbia, Sector for Emergency Management) Bulevar Mihajla Pupina 2, 11070 Belgrade, Republic of Serbia

(hereinafter jointly referred to as the Parties).

on the basis of:

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

- Commission Implementing Regulation (EU) 2021/1529 establishing the Instrument for Pre-Accession assistance (IPA III) (hereinafter referred to as the IPA III Regulation);
- Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012;
- the Interreg VI-A IPA Hungary Serbia approved by the European Commission on 14 October2022 by Decision Ref No C(2022) 7444 (hereinafter referred to as the Programme);
- the Guidelines for Applicants of the first Call for Proposals (HUSRB/2301) of the Interreg VI-A IPA Hungary Serbia, approved by Monitoring Committee Decision No 2/2023 (22.03), laying down the programme specific rules for the implementation of Hungarian-Serbian projects (hereinafter referred to as the Guidelines for Applicants);
- the Project Implementation Manual for the Interreg VI-A IPA Hungary Serbia, laying down specific rules for the implementation of projects financed under the Programme (hereinafter referred to as the Project Implementation Manual);
- Communication and Visibility Guide for Projects co-financed by the Interreg VI-A IPA Hungary Serbia, laying down the programme specific rules on information and publicity measures of the projects (hereinafter referred to as the Communication and Visibility Guide);
- Project STOP FIRES as drafted in the application and approved by the Monitoring Committee of the Programme;
- Subsidy Contract concluded for the implementation of the Project between the lead partner and the managing authority;
- National rules to be applied by the lead partner and its Partners;
- Implementing acts and delegated acts adopted in accordance with the aforementioned legislation and the aforementioned documents as corrected or amended.

Article 1
Definitions

1. **Lead partner:** The lead partner is designated by the partners and has full financial and administrative responsibility for the EU contribution for the entire duration of the Subsidy Contract stipulated with the managing authority for the implementation of the Project. The lead partner has functional (co-ordination of the project activities) and financial responsibilities related to the EU contribution, i.e. it has to guarantee the sound financial management of the EU funds allocated to the Project. The lead partner is also responsible for the proper reporting of progress during project implementation to the joint secretariat.
2. **Partner:** An organisation that commits itself to functionally and/or financially implement a project part of the Project as referred to in Article 23 (1)-(4) of Regulation (EU) 2021/1059 and according to the application as approved by the Monitoring Committee. From the point of view of implementing its own activities, also the lead partner is a partner.

3. **Partner not receiving financial support:** There can be partner organisations which do not receive EU contribution for their activities performed in the framework of the Project. Thus, in their case the defined budget is zero.

4. **Project part:** A set of activities within the Project as a whole, undertaken by the lead partner or another Partner in a defined timeframe and with a defined budget, presented in the application and approved by the Monitoring Committee. In case when a Partner does not receive financial support, the defined budget is zero.

5. **Managing authority:** the Hungarian Ministry of Foreign Affairs and Trade, signing the Subsidy Contract with the lead partner.

6. **Joint secretariat:** set up within Széchenyi Programme Office Nonprofit Llc, a joint organisation of the Partner Countries participating in the Programme, in charge of the direct monitoring of project implementation.

Article 2
Scope of the Partnership Agreement

1. The Parties, through the present Partnership Agreement, lay down the rules of procedures for the activities to be carried out and the relations that shall govern the partnership set up in order to successfully and efficiently implement the above-mentioned cross-border Project. This Agreement shall also define their mutual responsibilities concerning the administrative and financial management of the Project.

2. The application as approved by the Monitoring Committee and the signed Subsidy Contract (with all its provisions) 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.
3. The Parties are aware of the legal framework and the other relevant norms affecting the project. In case the Subsidy Contract is amended, it may affect the Partnership Agreement, it shall be adjusted accordingly.

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 partner enters into force. It shall remain in force until the lead partner 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 the lead partner or one of the 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 partners in a documented manner, provided that the

eligibility rules of the Call for Proposals are kept with the remaining or newly entered partners, and that the consequently initiated amendment of the Subsidy Contract is successful at the managing authority. However, the partner leaving the partnership 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 as well.

Article 4
Activities of the Partners in the Project

1. The activities of the partners as well as the role of the lead partner and of each partner are described in the application approved by the Monitoring Committee.

2. The partners take into account all rules and obligations as set out in the Subsidy Contract and its Annexes.

3. The 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 Partner

1. The lead partner is responsible for the overall co-ordination and effective implementation of the Project and shall take all the steps needed to correctly manage the Project in accordance with the application approved by the Monitoring Committee and in line with the Subsidy Contract and the Partnership Agreement.

2. In addition as a general obligation the lead partner shall:
    a) represent the partners towards the managing authority / joint secretariat / other programme management bodies;
    b) sign the Subsidy Contract (and its possible amendments), inform all partners on the signature of the Subsidy Contract and provide all partners 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 partners informed on a regular basis about all relevant communication between the lead partner and the joint secretariat, furthermore between the lead partner and the managing authority;
    f) inform all partners 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 partners about all essential issues connected to project implementation (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);

h) notify the partners 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 at lead partner and at the partners as well, and including the arrangements for recovering amounts unduly paid;

j) ensure that the expenditure presented by all partners receiving financial support has been paid in implementing the Project and that it corresponds to the activities agreed between the partners and indicated in the approved application;

k) prepare and submit the Application 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) receive, on behalf of all partners receiving financial support the payments of the EU contribution from the Certifying Authority;

m) transfer the EU contribution to the partners receiving financial support, according to the Application for Reimbursement approved by the joint secretariat, **within 10 calendar days** and in full – no amount shall be deducted or withheld and no specific charge or other charge with equivalent effect shall be levied that would reduce that amount for the other partners;

n) ensure that all partners are involved in the decision making regarding to the Project, and especially agree with the partners before submitting any request for reallocation between budget lines and for an amendment of the Subsidy Contract to the joint secretariat / managing authority;

o) support the partners in implementing their obligations by giving them the correct information, indications and clarifications on the procedures;

p) make sure that all partners comply with EU and national legislation including rules on public procurement, State aid, publicity, furthermore rules on environmental protection and equal opportunities;

q) report in accordance with the existing legislation and national / regional guidelines if the project activities contain elements of State aid;

r) implement its individual part of the Project accordingly;

s) enable the responsible bodies to carry out their audit and monitoring / evaluation / activities;

t) guarantee the systematic collection and the safe storage of all the documentation regarding project expenditure and activities at the lead partner and at partners;

u) keep a copy of all project documents prepared by the partners or other organisations;

v) carry out project level accounting;

w) ensure that no double funding or double reporting of expenditure takes place;

x) review the appropriate spending of the EU contribution by the partners receiving financial support, the condition of the partners' project part and the preparation of the required documents and records for project closure.

Article 6
Obligations of the Partners

1. In particular, each partner shall

   a) support the lead partner in fulfilling its tasks as stipulated in the Subsidy Contract and its Annexes;

   b) without any delay provide the lead partner 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 partner;

   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) to finance the own contribution of their respective project part;

   e) inform the lead partner 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;

   f) appoint a contact person for the implementation of the part of the Project under their responsibility;

   g) 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;

   h) maintain either a separate accounting system or an adequate accounting code for transactions related to the project part according to the rules of Eligibility of expenditures;

   i) inform the lead partner on the details of the bank account to which the EU contribution of the partner receiving financial support shall be transferred, furthermore the lead partner must be informed about any changes concerning the bank account;

   j) co-operate with the lead partner for the effective implementation of the Project, actively take part in decision-making during the Project;

   k) to manage the procurement of services, supplies / goods / equipment and works in accordance with national public procurement rules in force, depending on the seat and operational area of the given organisation;

   l) for the award of service, supply and work contracts follow the procurement provisions of Chapter 3 of Title VII of Part Two of Regulation (EU, Euratom) No 2018/1046 which apply in the whole programme area;

   m) to meet the reporting requirements using the INTERREG+ electronic monitoring system of the Programme and to ensure any other documentation as well as IT security and data protection related obligations;

   n) have its expenditures incurred and paid (with the exemption of simplified costs) in the given reporting period and have them verified – if relevant – by the identified controller. The reimbursement of expenditure of the partners receiving financial support not covered by Declarations on Verification of Expenditure in the given reporting period can be requested until the second reporting deadline following the reporting period concerned, except for preparation costs reimbursed on a real cost basis – as a general rule these can be verified and requested only in the first reporting period;

o) comply with EU- and national rules, including rules on eligibility of costs, public procurement, State aid, publicity, further rules on environmental protection and equal opportunities as contained in the Project Implementation Manual, , Communication and Visibility Guide;

p) report in accordance with the existing legislation and national/regional guidelines if the Project activities contain elements of State aid;

q) guarantee the systematic and safe collection of all the documentation regarding its part of project expenditure and its transmission to the lead partner, as well as to guarantee the access to documents and to the project results to all the representatives of the institutions in charge of verifications and to the bodies authorised to monitor or audit the Project;

r) not subcontract 100% of the activities from their part of the Project;

s) 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 Partner and of the Partners

1. The lead partner solely assumes responsibility for the entire Project towards the managing authority as defined in the Subsidy Contract.

2. The lead partner is the intermediary for all communications between the partners and the joint secretariat and the managing authority; where information from the partners is required, the lead partner shall be responsible for obtaining, verifying and consolidating this information before passing it on to the managing authority; any information provided, as well as any request communicated by the lead partner to the managing authority shall be deemed to have been forwarded in agreement with all partners.

3. Each partner is directly and exclusively responsible to the lead partner for the due implementation of its respective project part and for the proper fulfilment of its obligations as set out in the Partnership Agreement and in the application. Should a partner not fulfil its obligations under this Agreement in due time, the lead partner shall admonish the partner to fulfil them within a reasonable period of time. The partners undertake to find a rapid and efficient solution. Should the non-fulfilment continue, the lead partner may decide to debar the partner concerned from the Project with approval of the other partners. The joint secretariat and the managing authority shall be promptly informed of such an intended decision by the lead partner, and the change in the partnership has to be approved according to the provisions set out in the Project Implementation Manual.

4. The lead partner and each partner receiving financial support shall take the financial responsibility for the EU contribution and, if relevant, the related state contribution it has received for its project part.

5. In case of irregularities the lead partner bears the overall responsibility towards the managing authority for the repayment of the EU contribution amounts unduly paid, also with interest charged on late payment, if relevant. By way of the derogation from this principle, if the irregularity is committed by a partner receiving financial support, the concerned organisation shall repay to the lead partner the amounts unduly paid. When amounts unduly paid to a partner

cannot be recovered due to negligence of the lead partner, the lead partner shall remain responsible for the repayment.

Article 8
Reporting obligations of the Partners

1. The lead partner 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 partner receiving financial support has to submit a Project Partner Report in INTERREG+ system, consisting of an activity part describing the activities carried out with their outputs and results during the reporting period, and of a financial part presenting the financial progress of the project part compared to the finalised Project Form. partners not receiving financial support shall submit their project partner reports to the related Control Body on their activities in the given reporting period.

2. The partners have to respect the reporting deadlines of the Subsidy Contract and have to submit their Project Partner Report in due time through the INTERREG+ system. Project Partner Reports and Declarations on Verification of Expenditure not available to the lead partner in the system within the set deadline will not be included in the Project Report (or any other report) and Application for Reimbursement of the lead partner, to be submitted to the joint secretariat.

3. The Project Partner Reports should be drawn up in Euro. Partners from Partner Countries which have not adopted the Euro as their currency shall convert into Euro the amounts of expenditure incurred in national currency before submission for verification to the responsible controller. The expenditures shall be converted as described in the Subsidy Contract. The exchange rate risk is borne by the partner concerned.

Article 9
Audits

1. For audit purposes each partner shall
   a) retain all files, documents, receipts and data about the Project at least within the timeframe stipulated in Article 82(1) of the CPR and further detailed in the Project Implementation Manual, either in original or in copies on commonly used data media safely and orderly;
   b) enable the managing authority, joint secretariat, Certifying Authority, Audit Authority, the responsible auditing bodies of the European Union and the auditing bodies of the partner Country 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 82(1) of the CPR and further detailed in the Project Implementation 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 82(1) of the CPR and further detailed in the Project Implementation Manual;

f) without any delay provide the lead partner with any information needed in connection to such an audit;

g) observe the recommendations received after an audit.

Article 10
Information and publicity

1. Any publicity measure undertaken by any of the partner shall be conducted in accordance with the rules on information and publicity laid down in the Communication and Visibility Guide for the Projects in the Interreg VI-A IPA Hungary Serbia.

2. Information and publicity measures shall be co-ordinated among the partners. Each partner is equally responsible for promoting the fact that co-financing for the Project is provided from EU contribution within the framework of the Interreg VI-A IPA Hungary Serbia, and is responsible for ensuring the adequate promotion of the Project.

3. The 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 partners and for the public free of charge.

4. The partners agree that the lead partner 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 acronym of the Project;
   - the name of the lead partner and of the partners;
   - the total cost of the Project, the amount of subsidy and the EU co-financing rate;
   - the name of the fund, the specific objective concerned and the type of intervention;
   - the purpose of the EU contribution (i.e. the overall objective of the Project) and the expected or actual achievements;
   - start date and (expected or actual) date of completion;
   - the geographical location of the Project and/or the location of the lead partner and the partners;
   - project results, evaluations and summaries;
   - any other information about the Project, if considered relevant, and all publicity material of the Project such as photographic and video content, news announcements etc.

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. Ownership of the results of the Project, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the lead partner and the partners.

3. Without prejudice to the previous paragraph, the 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. The partners 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.

4. The partners agree that owners of the investments are the following:

   N/A as there are no investments in the project

5. The Project partners agree that owners of the Project outputs/deliverables are the following:

   - **PE "Vojvodinašume", Petrovaradin is the owner of:**
     - fire truck,
     - firefighting equipment,
     - forest fire detection and monitoring system.

   - **KEFAG Kiskunsagi Forestry and Wood Industry Plc. is the owner of:**
     - fire prevention system,
     - fire extinguishers (Motorized backpack sprayer, Pole pruner, Chainsaw, Leafblower, Extinguisher water backpack, McLeod rake, Fire swatter, forestry shovel, firefighter troop tool, fire extinguisher trailer, pick up skid unit with water pump, tank trailer, special UAV with accessories, high visibility fire retardant coverall, neckshield with helmet, electric chainsaw with charger, pick up bed storage, enclosed trailer)
     - UAV driving license,
     - UAV insurance.

   - **European Affairs Fund of Autonomous Province of Vojvodina is the owner of:**
     - the analysis of wildfires in the CB area between Serbia and Hungary,
     - the study of the current state of water supply with a proposal for further functioning and exploitation of water well field on the Subotica Sandlands,
     - promotional material,
     - promotional video,
     - firefighting equipment for voluntary firefighting brigades in the North Bačka District.

   - **Ministry of Interior of the Republic of Serbia, Sector for Emergency Management is the owner of:**
     - fire and rescue fire truck,

- ITC equipment.

- The lead partner and the partners commit themselves to establish and maintain an inventory of all fixed assets acquired, built or improved within the Project.

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

The analysis of wildfires in the CB area between Serbia and Hungary (with special focus on Csongrád-Csanád County and North Bačka District) as the basic input for preparation of CB fire emergency plan and the CB fire emergency plan can serve as an example of best practice to be transferred to other regions.

The study of the current state of water supply with a proposal for further functioning and exploitation of water well field on the Subotica Sandlands will be a prerequisite for the future development of the infrastructure of wells, which are of key importance for extinguishing forest fires, because it provides access to water that is necessary for extinguishing fires on the spot. The short video clip will be uploaded and shared on social media and will be viewable after project completion.

The purchased equipment will be used by the project beneficiaries during the implementation, on the locations listed in the Application Form. The duties and sustainability will remain by the beneficiary who purchased it as follows:

a) PE "Vojvodinašume", Petrovaradin will maintain the fire truck, firefighting equipment and forest fire detection and monitoring system from the budget of the institution 5 years after project completion.

b) KEFAG Kiskunsagi Forestry and Wood Industry Plc. will maintain the equipment (as mentioned in the Application form) and the fire prevention system, from the budget of the institution 5 years after project completion.

c) The European Affairs Fund of Autonomous Province of Vojvodina will procure firefighting equipment for volunteer firefighting associations of North Bačka District who will maintain the equipment 5 years after project completion.

d) The Ministry of Interior of the Republic of Serbia, Sector for Emergency Management will maintain the fire and rescue fire truck and ITC equipment from the budget of the institution 5 years after project completion.

- The lead partner and the partners cannot mortgage or impose any other form of bank guarantee on the goods purchased from the financing throughout the implementation period of the Project and, as a general rule, five years after the date of the final payment to the lead partner. In case of state aid relevance, state aid rules apply.

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 NUTS 2

region in which it received support at least within five years from the final payment to the partner, except where State aid rules provide for a different period.

10. In connection to net revenues generated by the project either during the period of its implementation or after project closure, the partners undertake to follow the detailed rules laid down in the Project Implementation Manual in force.

Article 12
Changes in the project partnership

1. Being aware of the fact that all changes in the project partnership – with the exception of legal succession – need an approval of the Monitoring Committee and that the managing authority is entitled to withdraw from the Subsidy Contract if the number of partners falls below the minimum number of participants, the partners agree not to back out of the Project unless there are unavoidable reasons for it.

2. In case a partner withdraws from the Project or is debarred from it, the remaining partners shall undertake to find a rapid and efficient solution to ensure further proper project implementation without any delay. Consequently, the partners shall endeavour to cover the contribution of the withdrawing partner, either by assuming its tasks by one or more of the remaining partners or by asking a new partner to join the project partnership, respecting the relevant programme provisions.

3. The lead partner 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 partner that backed out of the Project or was debarred from the Project.

Article 13
Irregularities and the repayment of funds

1. If the managing authority should – based on the provisions of the Subsidy Contract – request the repayment of EU contribution from the lead partner, the latter shall call upon the partner 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 partner in question has to repay the requested EU contribution together with the interest on late payment (if relevant) to the lead partner.

3. The partner has to respect the deadline given by the managing authority to the lead partner for the repayment of the EU contribution. The partner has to transfer the requested EU contribution together with the interest on late payment (if relevant) to the lead partner **20 calendar days** before the deadline set for the lead partner.

Article 14
Cooperation with third parties, assignment

1. In case of co-operation with third parties (e.g. concluding sub-contracts) the given partner shall remain the sole responsible toward the lead partner 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 partner shall have the right to transfer its rights and obligations to third parties. The lead partner shall be informed by the partner about the subject and party of any contract concluded with a third party.

2. In case of legal succession, e.g. when the partner changes its legal form, the partner is obliged to transfer all duties under this Agreement to the legal successor. The partner shall notify the lead partner in written form within **30 calendar days** from the date of the legal succession being effected. The lead partner 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 Serbian law**. Each partner shall be liable to the other 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 partner involved must announce this immediately in writing to the other partners.

Article 17
Concluding provisions

1. Any amendments to this Agreement shall be in writing and shall be signed by all Parties.

2. In case of collision 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 partner 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 partner and the 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 the **Court in Novi Sad, Sutjeska 3, 21000 Novi Sad, Serbia** shall have jurisdiction to rule in all legal disputes arising from this Agreement.

7. **7** original copies will be made of this Agreement of which each Party keeps one original, while three originals are attached to the Subsidy Contracts.

8. The Parties signing the Partnership Agreement have fully understood and accepted the contents of the Subsidy Contract and undertake the activities and responsibilities in the meaning as included therein.

Name of Lead Partner:	JP "Vojvodinašume", Petrovaradin
Name and title of legally authorised representative:	Roland Kokai, Director
Place, date and stamp:	23.05.2024. PETROVARADIN
Signature:	

Name of Partner 1:	KEFAG Kiskunsági Erdészeti és Faipari Zrt.
Name and title of legally authorised representative:	Ferenc Sulyok, CEO
Place, date and stamp:	22.05.2024, Kecskemét
Signature:	

KEFAG Kiskunsági Erdészeti
és Faipari Zrt.

Name of Partner 2:	Fond "Evropski poslovi" Autonomne pokrajine Vojvodine
Name and title of legally authorised representative:	Ognjen Dopuđ, Director
Place, date and stamp:	Novi Sad 23.05.2024
Signature:	

Name of Partner 3:	Ministarstvo unutrašnjih poslova Republike Srbije, Sektor za vanredne situacije
Name and title of legally authorised representative:	Luka Čaušić, Acting assistant minister, Head of the Sector for emergency management
Place, date and stamp:	Beograd, 23.05.2024.
Signature:	

** A given copy of the Partnership Agreement is* ***only valid if all Parties have signed it.***

Annex 1 to the Partnership Agreement:

Details of the bank accounts to which the EU contribution of the Partners receiving financial support shall be transferred, data (name and address of bank, IBAN number and SWIFT code of the account) per Partner

Lead Partner - JP "Vojvodinašume", Petrovaradin	
Name of bank	OTP BANKA SRBIJA A.D. Novi Sad
Address of bank	Novi Sad, Trg slobode 5
SWIFT code	OTPVRS22
IBAN of the account	RS35325960170008766453

Partner n.1 - KEFAG Kiskunsági Erdészeti és Faipari Zrt.	
Name of bank	MBH Bank Nyrt.
Address of bank	1056 Budapest, Váci utca 38.
SWIFT code	MKKBHUHB
IBAN of the account	HU28 10300002-10530901-48820032

Partner n.2 - Fond "Evropski poslovi" Autonomne pokrajine Vojvodine	
Name of bank	NLB Komercijalna banka AD Beograd
Address of bank	Bulevar Mihajla Pupina 165v, 11070 Belgrade, Republic of Serbia
SWIFT code	KOBBRSBG
IBAN of the account	RS35205007080007220220

Partner n.3 - Ministarstvo unutrašnjih poslova Republike Srbije, Sektor za vanredne situacije	
Name of bank	NARODNA BANKA SRBIJE (NATIONAL BANK OF SERBIA-NBS)
Address of bank	BEOGRAD, KRALJA PETRA 12, SERBIA
SWIFT code	NBSRRSBGXXX
IBAN of the account	RS35840000000036673112

ANNEX IV – LIST OF DOCUMENTS TO BE RETAINED

No.	Document
1.	Submitted Application Form
2.	Notification letter from the Managing Authority awarding subsidy
3.	Subsidy Contract (and its amendments)
4.	Partnership Agreement (and its amendments)
5.	Project Partner Reports
6.	Declarations of Verification of Expenditure
7.	Project Reports and Project Follow-up Reports
8.	Applications for Reimbursement
9.	Each invoice and accounting document of equivalent probative value related to project expenditure (originals to be retained at the premises of the Project Partner 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 Partner 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 Partner concerned)
13.	If relevant, documentation of monitoring visits of the Joint Secretariat / Managing Authority
14.	If relevant, documentation related to audits
15.	If relevant, the Lead Partner's / Partners' Subsidy contracts on state contribution and the related documents

ANNEX V – APPLICABLE PROJECT SPECIFIC STATE AID RULE

NOT RELEVANT