

**Final version of Partnership Agreement**

between

**Agency for the Support of Regional Development Kosice**  
Strojársená 3, 04001 Košice, Slovakia  
Organisation ID: 31257402  
Represented by: Mr. Jaroslav Tešliar  
hereinafter referred to as the "Project Promoter"

and

**Department of Urban Development and Architecture  
Zakarpattia Oblast State Administration**  
Narodna Sq. 4, 88008 Uzhhorod, Ukraine  
Organisation ID: 35663526  
Represented by: Mr. Mykola Piguliak  
hereinafter referred to as the "Project Partner"

hereinafter referred to individually as a "Party" and  
collectively as the "Parties"

**for the implementation of the Project "Climate Change  
Adaptation Strategy and Mitigation Steps for SK – UA  
crossborder region" (CLIMADAM), GGC01008  
funded under the EEA Financial Mechanism Programme  
– GGC – Cross-border Cooperation / Good Governance,  
Accountable Institutions, Transparency**

**Остаточна версія Угоди про партнерство**

між

**Агенцією підтримки регіонального розвитку Кошице**  
вул. Строяренська, 3, 04001, м. Кошице, Словаччина  
код організації: 31257402,  
офіційний представник: Ярослав Тешляр,  
далі – "Промоутер Проєкту"

та

**Управління містобудування та архітектури,  
Закарпатська обласна державна адміністрація**  
пл. Народна 4, 88008, м. Ужгород, Україна  
код організації: 35663526,  
офіційний представник: Микола Пігуляк,  
далі – "Партнер Проєкту"

в подальшому іменовані кожен окремо як "Сторона", а при  
спільному згадуванні як "Сторони"

**для реалізації проєкту «Стратегія адаптації до змін  
клімату та заходи щодо пом'якшення їх негативних  
наслідків для транскордонного регіону Словаччини та  
України» (CLIMADAM), GGC01008,  
що фінансується в рамках Програми фінансового  
механізму ЄЕЗ – GGC – Транскордонне співробітництво  
/ Належне врядування, Підзвітні установи, Прозорість**

<p>PREAMBLE:</p> <p>EEA Financial mechanism programme 2014-2021 is realised in with the overall objectives to contribute to the reduction of economic and social disparities in the European Economic Area and to the strengthening of bilateral relations between the Donor States and the Beneficiary States through financial contributions. The main ambition of the call GGC01 is to promote institutional cooperation between Slovak and Ukrainian public institutions in the field of good governance, accountable institutions, transparency and which contributes to improved integrity and accountability of public administration.</p> <p>The main goals of the project CLIMADAM - Climate Change Adaptation Strategy and Mitigation Steps for SK – UA cross-border region (hereinafter referred to as the “Project”) are:</p> <ul style="list-style-type: none"> <li>– to better prepare the border regions for expected climate change by development of a climate change adaptation strategy for the Transcarpathian region of Ukraine and prove it by pilot actions,</li> <li>– to increase readiness for introducing of effective elements in public transport by development of Sustainable transport model for Uzhhorod using experiences of Kosice and Presov region,</li> <li>– to increase availability of information about climate change, necessity of mitigation measurements and possibilities to adapt to expected climate stimuli.</li> </ul> <p>The Parties conclude this Agreement with the aim to jointly implement the Project.</p> <p>Project Promoter submitted Project Application under the Call for proposals – code of the Call GGC01, launched by the Government Office of the Slovak Republic as a Programme Operator. The Project Application was approved by the Programme Operator and the Project was registered under the no. GGC01008.</p> <p>The Parties have accepted the offer of the Programme Operator for the provision of the Project Grant and each Partner, by signing this Agreement, explicitly agrees with the fact that the Project Promoter, after this Agreement becomes valid, shall conclude with the Programme Operator the Project Contract for implementation of project within the program “GGC” co-financed from EEA Financial Mechanism and the state budget of the Slovak Republic (hereinafter referred to as the “Project Contract”), according to which the Project shall be implemented in the partnership established between them.</p> <p>The Partnership according to this Agreement does not have a legal subjectivity and this contractual relationship does not have a character of the supply-purchase relationship.</p>	<p>ПРЕАМБУЛА:</p> <p>Програма фінансового механізму ЄЕЗ на 2014-2021 роки реалізується із загальною метою сприяти зменшенню економічних та соціальних диспропорцій у Європейській економічній зоні (ЄЕЗ), а також зміцненню двосторонніх відносин між державами-донорами та державами-бенефіціарами за рахунок фінансових внесків. Основна амбіція конкурсу GGC01 полягає у сприянні інституційній співпраці між словацькими та українськими державними установами у галузі належного управління, підзвітних установ, прозорості, що сприяє покращенню доброчесності та підзвітності державного управління.</p> <p>Основними цілями проєкту CLIMADAM - Стратегія адаптації до змін клімату та заходи щодо пом'якшення їх негативних наслідків для транскордонного регіону Словаччини та України (далі - Проєкт) є:</p> <ul style="list-style-type: none"> <li>– краще підготувати прикордонні регіони до очікуваних змін клімату шляхом розробки стратегії адаптації до змін клімату для Закарпатської області України та апробувати її за допомогою пілотних діяльностей,</li> <li>– підвищити готовність до впровадження ефективних елементів у громадському транспорті шляхом розробки моделі сталого транспорту для Ужгорода з використанням досвіду Кошицького та Пряшівського країв,</li> <li>– збільшити доступність інформації про кліматичні зміни, необхідність визначення їх наслідків та можливості адаптації до них.</li> </ul> <p>Сторони укладають цю Угоду з метою спільної реалізації Проєкту.</p> <p>Промоутер Проєкту подав заявку на участь у Конкурсі проєктів – код конкурсу GGC01, оголошений Урядовим офісом Словацької Республіки – Оператором Програми. Проєктна заявка на була схвалена Оператором Програми, і Проєкт був зареєстрований під № GGC01008.</p> <p>Сторони прийняли пропозицію Оператора Програми щодо надання Гранту Проєкту, і кожен Партнер, підписуючи цю Угоду, чітко погоджується з тим, що Промоутер Проєкту, після набуття чинності цієї Угоди, укладе з Оператором Програми Контракт на реалізацію Проєкту в рамках програми «GGC», що співфінансується Фінансовим механізмом ЄЕЗ та державним бюджетом Словацької Республіки (далі - «Контракт Проєкту»), згідно з яким Проєкт повинен реалізовуватися в партнерстві між ними.</p> <p>Партнерство згідно з цією Угодою не має юридичної суб'єктності, і ці договірні відносини не мають характеру відносин поставки-закупівлі.</p>
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IT IS AGREED AS FOLLOWS:

**Article 1 – Scope and objectives**

1. This Partnership Agreement (hereinafter referred to as the “Agreement”) defines the rights and obligations of the Parties and sets forth the terms and conditions of their cooperation in the implementation of the Project as described and defined in **Annex 1** (hereinafter referred to as the Application Form).

2. The Parties shall act in accordance with the legal framework of the EEA Financial Mechanism 2014-2021, namely with the Regulation on the implementation of the EEA Financial Mechanism 2014-2021 (hereinafter referred to as the “Regulation”). The Parties expressly acknowledge to have access to and to be familiar with the content of the Regulation.

3. Any Annexes to this Agreement constitute an integral part of the Agreement. In case of inconsistencies between the Annexes and the Agreement, the latter shall prevail.

**Article 2 – Entry into force and duration**

1. This Agreement shall enter into force on the date of the last signature by the Parties. It shall remain in force until the Project Partner has discharged in full its obligations towards the Project Promoter as defined in this Agreement.

**Article 3 – Main roles and responsibilities of the Parties**

1. The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this Agreement.

2. The Parties shall carry out their respective obligations with efficiency, transparency and diligence. They shall keep each other informed about all matters of importance to the overall cooperation and the implementation of the activities to be performed. They shall act in good faith in all matters and shall, at all times, act in the interest of the Programme and the Project.

3. The Parties shall make available sufficient and qualified personnel, which shall carry out their work with the highest professional standard. While carrying out the assignment under this Agreement, the personnel and entities engaged by either Party shall comply with the laws of the respective countries.

4. Whenever in the performance of their assignments under this Agreement the Parties’ personnel are on the premises of the other Party, or at any other location in the other Party’s country on request of such Party, that Party shall ensure that such premises and locations comply with all applicable national health, safety and environmental laws and standards. The Parties shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to the property of the other Party in connection with the implementation of the Project.

ПОГОДЖЕНО НАСТУПНЕ:

**Стаття 1 – Сфера дії та цілі**

1. Ця Угода про партнерство (далі – "Угода") визначає права і обов'язки Сторін та встановлює умови їх співпраці у реалізації Проєкту, як описано та визначено в **Додатку 1** (далі - Форма заявки).

2. Сторони діятимуть відповідно до законодавчої бази Фінансового механізму ЄЕЗ 2014-2021 рр., а саме згідно Положення про імплементацію Фінансового механізму ЄЕЗ 2014-2021 рр. (далі – "Положення"). Сторони прямо визнають, що вони мають доступ до змісту Положення та ознайомлені з ним.

3. Будь-які додатки до цієї Угоди є невід'ємною частиною Угоди. У разі невідповідності між додатками та Угодою остання має перевагу.

**Стаття 2 – Набрання чинності та тривалість**

1. Ця Угода набирає чинності з дати останнього підписання Сторонами. Вона залишатиметься чинною до тих пір, поки Партнер Проєкту не виконає в повному обсязі свої зобов'язання перед Промоутером Проєкту, як визначено у цій Угоді.

**Стаття 3 – Основні ролі та обов'язки Сторін**

1. Сторони вживають усіх належних та необхідних заходів для забезпечення виконання зобов'язань та завдань, що впливають з цієї Угоди.

2. Сторони виконують свої відповідні зобов'язання ефективно, прозоро та ретельно. Вони повинні інформувати одна одну про всі питання, що мають значення для загальної співпраці та здійснення заходів, які слід виконати. Вони повинні діяти добросовісно в усіх питаннях і завжди повинні діяти в інтересах Програми та Проєкту.

3. Сторони надають належний та кваліфікований персонал, який виконуватиме свою роботу за найвищими професійними стандартами. Виконуючи доручення за цією Угодою, персонал та організації, задіяні будь-якою із Сторін, повинні дотримуватися законодавства відповідних країн.

4. Кожного разу, коли при виконанні своїх доручень згідно з цією Угодою персонал Сторін знаходиться у приміщеннях іншої Сторони або в будь-якому іншому місці в країні іншої Сторони на запрошення такої Сторони, ця Сторона забезпечує, відповідність таких приміщень та місць розташування всім чинним національним законам та стандартам у сфері охорони здоров'я, безпеки та навколишнього середовища. Сторони вживають усіх необхідних заходів для запобігання нанесенню будь-якої шкоди особам або пошкодженню майна іншої Сторони у зв'язку з реалізацією Проєкту.

5. Each Party shall appoint a Project Manager who shall have operational responsibility for the implementation of the Project as well as serve as contact point for all exchanges of communication, documentation and materials between the Parties.

#### **Article 4 – Obligations of the Project Promoter**

1. The Project Promoter is responsible for the overall coordination, management and implementation of the Project in accordance with the regulatory and contractual framework specified herein. It assumes sole responsibility for the successful implementation of the Project towards the Programme Operator.

2. The Project Promoter undertakes to, *inter alia*:

- (a) ensure the correct and timely implementation of the Project's activities;
- (b) promptly inform the Project Partner on all circumstances that may have a negative impact on the correct and timely implementation of any of the Project's activities, and of any event that could lead to a temporary or final discontinuation or any other deviation of the Project;
- (c) provide the Project Partner with access to all available documents, data, and information in its possession that may be necessary or useful for the Project Partner to fulfil its obligations; in cases where such documents, data and information are not in English, it shall provide an English translation thereof when so requested by the Project Partner;
- (d) consult the Project Partner before submission of any request for amendment of the Project Contract to the Programme Operator that may affect or be of interest for the Project Partner's role, rights and obligations hereunder;
- (e) prepare and submit in a timely manner to the Programme Operator interim project reports in connection with the payment claims, in compliance with the Programme Agreement and the Project Contract so as to meet the payment deadlines towards the Project Partner as stipulated in this Agreement;
- (f) transfer to the Project Partner's nominated bank account all payments due by the set deadlines;
- (g) ensure that the Project Partner promptly receives all assistance it may require for the performance of its tasks.

#### **Article 5 – Obligations of the Project Partner**

1. The Project Partner is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement and Annex 1 Application Form.

2. In addition to the above obligations, the Project Partner shall:

- (a) promptly inform the Project Promoter on relevant circumstances that may have an impact on the correctness, timeliness and completeness of its performance;
- (b) provide the Project Promoter with all information necessary for the preparation of any reports due by the

5. Кожна Сторона призначає Менеджера Проєкту, який буде нести операційну відповідальність за реалізацію проєкту, а також служити контактною особою для обміну інформацією, документацією та матеріалами між Сторонами.

#### **Стаття 4 – Зобов'язання Промоутера Проєкту**

1. Промоутер проєкту відповідає за загальну координацію, управління та реалізацію Проєкту відповідно до нормативної та договірної бази, зазначеної в цьому документі. Він несе виключну відповідальність за успішну реалізацію Проєкту перед Оператором Програми.

2. Промоутер Проєкту зобов'язується, серед іншого:

- (а) забезпечувати правильну та своєчасну реалізацію діяльності Проєкту;
- (б) негайно інформувати Партнера Проєкту про всі обставини, які можуть негативно вплинути на правильну та своєчасну реалізацію будь-якої діяльності Проєкту, а також про будь-яку подію, яка може призвести до тимчасового або остаточного припинення або будь-якого іншого відхилення в Проєкті;
- (в) забезпечити Партнеру Проєкту доступ до всіх наявних у нього документів, даних та інформації, які можуть бути необхідними або корисними для виконання Партнером Проєкту своїх зобов'язань; у випадках, коли такі документи, дані та інформація не є англійською мовою, він повинен надати їх переклад англійською мовою на вимогу Партнера Проєкту;
- (г) проконсультуватися з Партнером Проєкту перед поданням Оператору Програми будь-якого запиту на внесення змін до Контракту Проєкту, що може вплинути на роль, права та обов'язки Партнера Проєкту згідно з цією Угодою;
- (д) готувати та своєчасно подавати Оператору Програми проміжні звіти про проєкт у зв'язку із запитом на виплати, відповідно до Програмної Угоди та Контракту Проєкту, щоб дотримати строки виплат Партнеру Проєкту, як це передбачено цією Угодою;
- (е) перераховувати на вказаний Партнером Проєкту банківський рахунок усі платежі згідно встановлених термінів;
- (ж) забезпечувати негайне отримання Партнером Проєкту всієї допомоги, яка йому може знадобитися для виконання своїх завдань.

#### **Стаття 5 – Зобов'язання партнера проєкту**

1. Партнер Проєкту несе відповідальність за виконання заходів та завдань, покладених на нього згідно з цією Угодою та додатком 1 Форма заявки.

2. На додаток до вищезазначених зобов'язань, Партнер Проєкту повинен:

- (а) негайно інформувати Промоутера Проєкту про відповідні обставини, які можуть вплинути на правильність, своєчасність та повноту його виконання;

<p>Project Promoter to the Programme Operator within the deadlines and according to the reporting forms set by the Project Promoter;</p> <ul style="list-style-type: none"> <li>(c) immediately inform the Project Promoter of any cases of suspected or actual fraud, corruption or other illegal activity that come to its attention, at any level or any stage of implementation of the Project;</li> <li>(d) keep all supporting documents regarding the Project, including the incurred expenditure, either in the form of originals or in versions certified to be in conformity with the originals on commonly accepted data carriers, for at least five years from the <i>FMC/NMFA</i>'s approval of the final programme report;</li> <li>(e) provide any bodies carrying out mid-term or ex-post evaluations of the Programme, as well as any monitoring, audits and on the spot verifications on behalf of the EEA Financial Mechanism with any document or information necessary to assist with the evaluation;</li> <li>(f) effectively participate in promoting the objectives, activities and results of the Financial Mechanism as well as the Donor(s)'s contribution to reducing economic and social disparities in the European Economic Area.</li> </ul> <p><b>Article 6 – Project budget and eligibility of expenditures</b></p> <p>1. The detailed total Project budget, the budget share of the Project Partner as well as the allocation of the budget, amongst the activities to be performed by the Project Partner is fixed in Annex 2.</p> <p>2. Expenditures incurred by the Project Partner must be in line with the general rules on eligibility of expenditure contained in the Regulation, specifically Chapter 8 thereto.</p> <p>Article 8.2 contains certain general principles on eligible expenditures, for example, that all costs should be “proportionate and necessary for the implementation of the project”.</p> <p>Article 8.3 contains the main categories of eligible direct expenditures (specific expenditures directly linked to the implementation of the project). In addition, the Programme Agreement concluded between the Donor State(s) and the National Focal Point may allow for additional expenditures to be eligible, or impose further limitations on eligibility of expenditures. These must also be reflected here. Where the project is implemented pursuant to a call for proposals, regard should also be had to any specific provisions listed in the call documents.</p> <p>Article 8.5. Indirect costs are all eligible costs that cannot be identified by the Project Promoter and/or the project partner as being directly attributed to the project but which can be identified and justified by its accounting system as being incurred in direct relationship with the eligible direct costs attributed to the project. They may not include any eligible direct costs. Indirect costs of the project shall represent a fair apportionment of the overall overheads of the Project Promoter or the project partner. Method used for calculation of indirect costs: a flat rate of up to 15% of direct eligible staff costs.</p>	<ul style="list-style-type: none"> <li>(б) надавати Промоутеру Проекту всю інформацію, необхідну для підготовки будь-яких звітів, що надаються Промоутером Проекту Оператору Програми, у встановлені терміни та відповідно до форм звітності, встановлених Промоутером Проекту;</li> <li>(в) негайно інформувати Промоутера Проекту про будь-які випадки підозри або реального шахрайства, корупції чи іншої незаконної діяльності, які потрапляють у поле зору, на будь-якому рівні або на будь-якому етапі реалізації Проекту;</li> <li>(г) зберігати всі супровідні документи стосовно Проекту, включаючи понесені витрати, або у формі оригіналів, або копій, засвідчених на відповідність оригіналам, на загально визначених носіях даних, принаймні протягом п'яти років з моменту затвердження FMC/NMFA остаточного звіту програми;</li> <li>(д) надавати будь-яким органам, що проводять поточну або ретроспективну оцінку Програми, будь-який моніторинг, аудит чи перевірку на місці від імені Фінансового механізму ЄЗ, будь-який документ або інформацію, необхідні для оцінки;</li> <li>(е) ефективно брати участь у просуванні цілей, діяльностей та результатів діяльності Фінансового механізму, а також внеску донорів у зменшення економічних та соціальних диспропорцій у Європейській економічній зоні.</li> </ul> <p><b>Стаття 6 – Бюджет Проекту та прийнятність витрат</b></p> <p>1. Детальний загальний бюджет Проекту, частка бюджету Партнера Проекту, а також розподіл бюджету по діяльностях, які повинен виконувати Партнер Проекту, наведено у Додатку 2.</p> <p>2. Витрати, понесені Партнером Проекту, повинні відповідати загальним правилам щодо прийнятності видатків, що містяться в Положенні, зокрема в главі 8.</p> <p>Стаття 8.2 містить певні загальні принципи щодо прийнятних витрат, наприклад, що всі витрати повинні бути "пропорційними та необхідними для реалізації проекту".</p> <p>Стаття 8.3 містить основні категорії допустимих прямих витрат (конкретні видатки, безпосередньо пов'язані з реалізацією проекту). Крім того, Програмна Угода, укладена між державою(ами)-донором(ами) та Національним координаційним центром, може дозволити додаткові витрати, які будуть прийнятними, або накласти додаткові обмеження на прийнятність витрат. Вони також мають бути відображені тут. Якщо проект реалізується відповідно до конкурсу пропозицій, слід також враховувати будь-які конкретні положення, перелічені у документах конкурсу.</p> <p>Стаття 8.5. Непрямі витрати – це всі допустимі витрати, які не можуть бути визначені Промоутером Проекту та/або Партнером Проекту як такі, безпосередньо відносяться до проекту, але які можуть бути визначені та обґрунтовані його системою бухгалтерського обліку як такі, що понесені у прямому взаємозв'язку з прийнятними прямими витратами, віднесеними на проект. Вони не можуть включати будь-які допустимі прямі витрати. Непрямі витрати на проект</p>
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<p>Article 8.7 contains certain categories of expenditures that are not eligible.</p> <p>3. In case the Partner keeps bookkeeping in other currency than in EUR, the Partner is required, in the List of accounting documents, to recalculate the total amount of expenditure to EUR currency using the exchange rate published by the European Commission in the month in which the expenditure was recorded in the accounts and such expenditure will be eligible up to a maximum amount so converted in EUR.</p> <p><b><u>Article 7 – Financial management and payment arrangements</u></b></p> <p>1. Payment of the project grant share to the Project Partner shall take the form of advance payments and payment of the final balance.</p> <p>2. Maximum amount of advance payment is 90% of the project grant. Last 10 % of the project grant is paid after final report is approved.</p> <p>3. The advance payment to the Project Partner shall be made no later than 30 working days of the crediting of the advance payment from the Programme to the Project Promoter's bank account.</p> <p>4. Payment of the final balance shall be made 30 working days after final report is approved.</p> <p>5. All amounts shall be denominated in EURO.</p> <p>6. Payments to the Project Partner shall be made to the Project Partner's bank account denominated in EUR, identified as follows: JSB "UKRGASBANK", Kiev, Ukraine, 1, Yerevanskaya St., Department of Urban Development and Architecture, Zakarpattia Regional State Administration, IBAN: UA243204780000025536000000005, SWIFT: UGASUAUK.</p> <p>7. Payments shall be deemed to have been made on the date on which the Project Promoter's account is debited.</p> <p><b><u>Article 8 – Proof of expenditure</u></b></p> <p>1. Costs incurred by the Project Partner shall be supported by receipted invoices or alternatively by accounting documents of equivalent probative value.</p> <p>2. Proof of expenditure shall be provided by the Project Partner to the Project Promoter to the extent necessary for the Project Promoter to comply with its obligations to the Programme Operator.</p> <p>3. When required, proof of expenditure shall take the following form: Costs incurred by a Partner shall be supported by receipted invoices, or alternatively by accounting documents of equivalent probative value (Article</p>	<p>представляють справедливий розподіл загальних накладних витрат Промоутера Проєкту або Партнера Проєкту. Метод, що використовується для розрахунку непрямих витрат: фіксована ставка до 15% від прямих прийнятих витрат на персонал.</p> <p>Стаття 8.7 містить певні категорії видатків, які не є прийнятними.</p> <p>3. У випадку, якщо Партнер веде бухгалтерський облік не в євро, а в іншій валюті, Партнер зобов'язаний у Переліку бухгалтерських документів перерахувати загальну суму витрат у євро, використовуючи обмінний курс, опублікований Європейською Комісією у місяці, в якому витрати були внесені в бухгалтерський облік, і такі витрати будуть прийнятними аж до максимальної суми, перерахованої таким чином у євро.</p> <p><b><u>Стаття 7 – Фінансове управління та порядок оплати</u></b></p> <p>1. Виплата грантової частки проєкту Партнеру Проєкту здійснюється у формі передоплати та виплати остаточного залишку.</p> <p>2. Максимальна сума передоплати становить 90% від гранту проєкту. Останні 10% гранту за проєктом виплачуються після затвердження кінцевого звіту.</p> <p>3. Авансовий платіж Партнеру Проєкту повинен бути здійснений не пізніше 30 робочих днів після зарахування авансового платежу з Програми на банківський рахунок Промоутера Проєкту.</p> <p>4. Оплата остаточного залишку здійснюється через 30 робочих днів після затвердження кінцевого звіту.</p> <p>5. Усі суми мають бути виражені в євро.</p> <p>6. Виплати Партнеру Проєкту здійснюються на його банківський рахунок, деномінований у євро, ідентифікований наступним чином: АБ «УКРГАЗБАНК», Київ, Україна, вул. Єреванська, 1, Управління містобудування та архітектури, Закарпатська обласна державна адміністрація, IBAN: UA243204780000025536000000005, SWIFT: UGASUAUK.</p> <p>7. Виплати вважатимуться здійсненими на дату дебетування рахунку Промоутера Проєкту.</p> <p><b><u>Стаття 8 – Підтвердження витрат</u></b></p> <p>1. Витрати, понесені Партнером Проєкту, підтверджуються отриманими рахунками-фактурами або, як альтернатива, еквівалентними бухгалтерськими документами підтверджуючого характеру.</p> <p>2. Підтвердження витрат надається Партнером Проєкту Промоутеру Проєкту в обсязі, необхідному Промоутеру Проєкту для виконання своїх зобов'язань перед Оператором Програми.</p>
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8.12.1 of the Regulation). When this option is chosen, accounting documents have to be translated into English language (its main points).

An audit report or a report by a competent public officer is also accepted as sufficient proof of expenditure incurred for project partner.

A report by an independent and certified auditor certifying that the claimed costs are incurred in accordance with the Regulation on the implementation of the EEAFM, the national legislation and the accounting practices of the country of the Partner, is considered as a sufficient proof of the eligibility of expenditures incurred to the Partner. The Partner will make available the original accounting documents (the proof of expenditure) when required to do so, e.g. in case of a monitoring visit or an audit.

#### **Article 9 – Progress and financial reports**

1. The bank account of the Partner must be established as a special account in accordance with the requirements of the System of financing and financial management of EEA Financial Mechanism and Norwegian Financial Mechanism 2014 – 2021.

2. If the bank account of the Partner represents interest-bearing account, the Partner is obliged to transfer the income from interest through the Project Bank Account of the Project Promoter to the predetermined account of Programme Operator, according to the Project Contract.

3. Partner undertakes to use the Project Grant exclusively to reimburse the Eligible Expenditures for the purposes of reaching the goal, Project Output and Project indicators in line with the principles of economy, efficiency and effectiveness and shall ensure that Eligible Expenditures realized from Project Grant are reasonable and necessary for the implementation of Project Output pertaining to him, are identifiable and verifiable, have been implemented and are accounted for in accordance with the requirements of applicable national and EU legislation.

4. Partner undertakes to record the provided Project Grant to the Promoter duly and on time, i.e. to enable the Project Promoter to declare all expenditures incurred for the implementation of the Project in present or next Reporting period in Project Interim Report, or Final Project Report and submit it to the Programme Operator in line with Project Contract, in the same way, including the submission of all relevant documents, as the Project Promoter is obliged to report it to the Programme Operator according to the Project Contract, except for filling in the Project Interim Report, or Final Project Report. Partner is responsible to the Project Promoter for usage of the Project Grant in compliance with this Agreement, the Project Contract, EEA FM Legal Framework and Implementation Rules.

3. За необхідності підтвердження витрат повинно мати наступний вигляд:

Витрати, понесені Партнером, підтверджуються отриманими рахунками-фактурами, або ж еквівалентними бухгалтерськими документами підтверджуючого характеру (стаття 8.12.1 Положення). Якщо обрано цей варіант, бухгалтерські документи повинні бути перекладені англійською мовою (основні моменти).

Аудиторський звіт або звіт компетентного державного службовця також приймається як достатнє підтвердження витрат, понесених партнером проекту.

Звіт незалежного та сертифікованого аудитора, який підтверджує, що заявлені витрати понесені відповідно до Положення про імплементацію ФМСЄЗ, національного законодавства та практики бухгалтерського обліку країни Партнера, вважається достатнім підтвердженням прийнятності витрат, понесених Партнером.

Партнер надає оригінали бухгалтерських документів (підтвердження витрат), коли це потрібно, наприклад у разі моніторингового візиту або аудиту.

#### **Стаття 9 – Звіти про хід проекту та фінансові звіти**

1. Банківський рахунок Партнера повинен бути створений як спеціальний рахунок відповідно до вимог Системи фінансування та управління фінансами Фінансового механізму ЄЄЗ та Норвезького фінансового механізму 2014 - 2021.

2. Якщо банківський рахунок Партнера є депозитним, то Партнер зобов'язаний перерахувати дохід від відсотків через Проектний банківський рахунок Промоутера Проекту на заздалегідь визначений рахунок Оператора Програми, відповідно до Контракту Проекту.

3. Партнер зобов'язується використовувати Грант Проекту виключно для відшкодування прийнятних витрат з метою досягнення мети, результатів та індикаторів Проекту відповідно до принципів економії, ефективності та результативності, а також гарантувати, щоб допустимі витрати, реалізовані за рахунок Гранту Проекту, були обґрунтованими та необхідними для реалізації результатів Проекту, що належать йому, були ідентифікованими та перевіренними, а також впровадженими та облікованими відповідно до вимог чинного національного законодавства та законодавства ЄС.

4. Партнер зобов'язується належним чином і своєчасно звітувати про наданий Грант Проекту Промоутеру, тобто надати можливість Промоутеру декларувати всі витрати, понесені на реалізацію Проекту в поточному або наступному звітному періоді, у Проміжному звіті Проекту або Остаточному Звіті Проекту та подати його таким же чином Оператору Програми відповідно до Контракту

5. Partner is obliged to provide to the Project Promoter as well as to the Programme Operator, if required, all information and necessary cooperation during verification of the Project Interim Report, or Final Project Report, as far as the Project Outputs realized in the respective Reporting period by the Partner are concerned.

6. The partner will provide information and supporting documents necessary for interim report production 5 working days after the end of every reporting period. First reporting period is period of first 4 months after Project contract is valid. All reporting periods last 4 months. Information for Final report preparation will be provided by partner 15 working days after project termination.

#### **Article 10 – Audits**

1. A report by an independent and certified auditor certifying that the claimed costs are incurred in accordance with the Regulation on the implementation of the EEAFM/NFM 2014-2021, the national legislation and the accounting practices of the country of the Partner, is considered as a sufficient proof of the eligibility of expenditures incurred to the Partner. Audits have to be carried out in line with Chapter 11 of the Regulation.

#### **Article 11 – Procurement**

1. National and EU law on public procurement shall be complied with by the Parties at any level in the implementation of the Project.

2. The applicable procurement law is the law of the country in which the procurement is being carried out.

#### **Article 12 – Conflict of interest**

1. The Parties shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during the performance of the Agreement must be notified to the other Party in writing without delay. In the event of such conflict, the Party concerned shall immediately take all necessary steps to resolve it.

2. Each Party reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Parties shall ensure that their staff, board and directors are not placed in a situation which could give rise to conflict of interests. Each Party shall immediately replace any member of its staff exposed to such a situation.

#### **Article 13 – Confidentiality**

1. The Parties shall provide to each other the data required for the Project and shall secure such information against misuse and

Проекту, включаючи подання всіх відповідних документів, оскільки Промоутер Проекту зобов'язаний відзвітувати про це Оператору Програми згідно з Контрактом Проекту, за винятком заповнення Проміжного Звіту Проекту або Остаточного Звіту Проекту. Партнер несе відповідальність перед Промоутером Проекту за використання Гранту Проекту згідно з цією Угодою, Контрактом Проекту, законодавчою базою та правилами імплементації ФМ **СЕЗ**.

5. За потреби партнер зобов'язаний надати Промоутеру Проекту, а також Оператору Програми всю інформацію та забезпечити необхідну співпрацю під час перевірки Проміжного Звіту Проекту, в тій мірі, наскільки це стосується результатів Проекту, досягнутих Партнером за відповідний Звітний період.

6. Партнер надасть інформацію та супровідні документи, необхідні для підготовки проміжних звітів, через 5 робочих днів після закінчення кожного звітного періоду. Перший звітний період – це перші 4 місяці після вступу в силу дії Контракту Проекту. Усі звітні періоди тривають 4 місяці. Інформацію для підготовки заключного звіту партнер надаватиме через 15 робочих днів після завершення проекту.

#### **Стаття 10 – Аудити**

1. Звіт незалежного та сертифікованого аудитора, який підтверджує, що заявлені витрати понесені відповідно до Положення про імплементацію ФМСЕЗ/НФМ 2014-2021, національного законодавства та практики бухгалтерського обліку країни Партнера, розглядається як достатній доказ прийнятності витрат, понесених Партнером. Аудити повинні проводитися відповідно до глави 11 Положення.

#### **Стаття 11 – Закупівлі**

1. Сторони повинні дотримуватися національного законодавства та законодавства ЄС про публічні закупівлі на будь-якому рівні під час реалізації Проекту.

2. Слід дотримуватися законодавства про закупівлі тієї країни, в якій здійснюється закупівля.

#### **Стаття 12 – Конфлікт інтересів**

1. Сторони вживають усіх необхідних заходів для запобігання будь-якій ситуації, яка може скомпрометувати неупереджене та об'єктивне виконання Угоди. Такий конфлікт інтересів може виникнути, зокрема, внаслідок економічних інтересів, політичної чи національної близькості, сімейних чи емоційних зв'язків або будь-якого іншого відповідного зв'язку чи спільних інтересів. Про будь-який конфлікт інтересів, який може виникнути під час виконання Угоди, необхідно негайно письмово повідомляти іншу Сторону. У випадку такого конфлікту зацікавлена Сторона негайно вживає всіх необхідних заходів для його вирішення.

2. Кожна Сторона залишає за собою право перевірити, що такі заходи є адекватними і можуть вимагати вжиття додаткових



shall use them only in accordance with the provisions of the Agreement and in order to achieve its purpose.

#### **Article 14 - Liability**

1. Project Promoter is, according to the Project Contract, liable to the Programme Operator to the full extent for the factual and timely realization of the Project, including those parts of the Project, for the implementation of which according to this Agreement is liable the Partner. Project Promoter is liable to the Programme Operator in full extent also for the breach of the obligations according to the Project Contract, even if the breach was caused as a consequence of the act of the Partner in contrary to this Agreement or omission to act of the Partner according to this Agreement.

2. Partner is in relation to the Project Promoter and towards other Partners fully liable for the realization of parts of the Project assigned to him according to this Agreement and is liable towards them for the breach of duties according to this Agreement. The liability of the Project Promoter towards the Programme Operator for the implementation of the Project according to the Project Contract is not affected by this provision.

3. Project Promoter is in relation to the Partner fully liable for the realization of parts of the Project assigned to him and is liable for the breach of duties according to this Agreement or Project Contract, if the breach of the Project Contract was not caused as a result of act of the Partner in breach of this Agreement, or omission of act of the Partner according to this Agreement. The liability of the Project Promoter towards the Programme Operator for the implementation of the Project according to the Project Contract is not affected by this provision.

4. The Parties hereby declare that they are aware that according to the Project Contract the breach of obligation stated in this Agreement by any of the Parties causes the occurrence of Irregularity in the Project.

5. Project Promoter is obliged to immediately notify the Programme Operator on any Irregularity or Suspicion of Irregularity in a manner and extent according to the EEA FM Legal framework and the Implementation Rules and provide him with assistance in addressing and communicating to the competent authorities and at the same time provide him all documents relating to Irregularity or Suspicion of Irregularity.

6. In case in the Project occurs Irregularity, each Partner undertakes to respect the decision of the Programme Operator, or other Authorised entities, which by themselves or through the Programme Operator according to the Project Contract require the removal of illegal status, return of funds in the amount of Non-Eligible Expenditures, determination of Financial Correction, or adoption of other measure and to provide to the Project Promoter assistance at solving the Irregularity including the return of the provided Project Grant, in case the Irregularity

заходів, якщо це необхідно, протягом встановленого нею часу. Сторони роблять все від них залежне, щоб їх персонал, рада та директори не потрапляли в ситуацію, яка може спричинити конфлікт інтересів. Кожна Сторона негайно замінює будь-якого члена свого персоналу, який потрапив у таку ситуацію.

#### **Стаття 13 – Конфіденційність**

1. Сторони надають одна одній дані, необхідні для Проєкту, захищають таку інформацію від неправомірного використання та використовують їх лише відповідно до положень Угоди та для досягнення її мети.

#### **Стаття 14 – Відповідальність**

1. Промоутер Проєкту, згідно з Контрактом Проєкту, несе відповідальність перед Оператором Програми у повній мірі за фактичну та своєчасну реалізацію Проєкту, включаючи ті частини Проєкту, за виконання яких згідно з цією Угодою відповідає Партнер. Також Промоутер Проєкту несе в повному обсязі відповідальність перед Оператором Програми за порушення зобов'язань згідно з Контрактом Проєкту, навіть якщо порушення було спричинене внаслідок дії Партнера всупереч цій Угоді або внаслідок бездіяльності Партнера за цією Угодою.

2. Партнер по відношенню до Промоутера Проєкту та інших Партнерів несе повну відповідальність за реалізацію частин Проєкту, покладених на нього згідно з цією Угодою, і несе відповідальність перед ними за порушення обов'язків за цією Угодою. На відповідальність Промоутера Проєкту перед Оператором Програми за реалізацію Проєкту згідно з Контрактом Проєкту цей пункт не впливає.

3. Промоутер Проєкту по відношенню до Партнера несе повну відповідальність за реалізацію закріплених за ним частин Проєкту і несе відповідальність за порушення обов'язків за цією Угодою або Контрактом Проєкту, якщо порушення Контракту Проєкту не було спричинено в результаті порушення Партнером цієї Угоди або бездіяльності Партнера за цією Угодою. На відповідальність Промоутера Проєкту перед Оператором Програми за реалізацію Проєкту згідно з Контрактом Проєкту цей пункт не впливає.

4. Сторони цим заявляють, що вони усвідомлюють, що згідно з Контрактом Проєкту порушення будь-якою із Сторін зобов'язань, зазначених в цій Угоді, спричиняє виникнення в Проєкті Порушення.

5. Промоутер Проєкту зобов'язаний негайно повідомити Оператора Програми про будь-яке Порушення або Підозру у Порушенні в порядку та обсязі відповідно до Правової бази ЄЄЗ та Правил Реалізації, а також надати йому допомогу у зверненні і повідомленні компетентним органам та одночасно надати йому всі документи, що стосуються Порушення або підозри у Порушенні.

occurred due to act of the Partner in breach of this Agreement, or omission of act of the Partner according to this Agreement.

7. Partner, which will breach the obligation imposed by this Agreement or shall use the Project Grant or its part in contrary with this Agreement, Project contract, EEA FM Legal Framework or Implementation Rules, hereby undertakes, if so determined by the Project Promoter or Programme Operator or other Authorised entity to return the provided Project Grant or its part according to Article 10 of this Agreement and at the same time to reimburse the damage which shall occur to each Partner and Project Promoter with respect to the breach of obligation, mainly sanctions imposed to the Project Promoter by Programme Operator, or other Authorised entity.

8. In case the Partner shall not return the provided Project Grant or its part in the period stipulated in the request for return, the Project Promoter is entitled to apply against the Partner the contractual penalty in the amount of 0.1% from the respective part of the Project Grant for each started day of delay.

#### **Article 15 – Irregularities**

1. Irregularities are defined in accordance with Article 12.2 of the Regulation.

2. In case an irregularity has come to the attention of one Party, that Party shall immediately inform the other Party thereof in writing.

3. In cases where measures to remedy any such irregularity are taken by the competent bodies referred to in Chapter 12 of the Regulation, including measures to recover funds, the Party concerned shall be solely responsible for complying with such measures and returning such funds to the Programme. The Project Partner shall, in such cases, return the recovered funds through the Project Promoter.

#### **Article 16 – Suspension of payments and reimbursement**

1. In cases where a decision to suspend payments and/or request reimbursement from the Project Promoter is taken by the Programme Operator, the National Focal Point or the Donor State[s], the Project Partner shall take such measures as are necessary to comply with the decision.

2. For the purposes of the previous paragraph, the Project Promoter shall, without delay, submit a copy of the decision referred to in the previous paragraph to the Project Partner.

#### **Article 17 – Termination**

1. The Parties agree that the termination of the contractual relationship established by this Agreement occurs:

- fulfilment of obligations of the Parties and at the same time the end of the period for which the Agreement was concluded,
- mutual consent of the Parties,
- termination of the Agreement.

2. Project Promoter has a right to propose to the Partner to terminate the Agreement, in case:

6. У разі виникнення в Проєкті Порушення, кожен Партнер зобов'язується поважати рішення Оператора Програми або інших Уповноважених суб'єктів, які самі або через Оператора Програми згідно з Контрактом Проєкту вимагають усунення незаконного статусу, повернення коштів у розмірі Неприйнятних Витрат, визначення Фінансового Корегування або прийняття іншого заходу та надання Організатору Проєкту допомоги в усуненні Порушення, включаючи повернення наданого Гранту Проєкту, у випадку, якщо Порушення сталося внаслідок дії Партнера, що порушує цю Угоду, або бездіяльності Партнера за цією Угодою.

7. Партнер, який порушить зобов'язання, покладене цією Угодою, або використає Грант Проєкту чи його частину всупереч цій Угоді, Контракту Проєкту, законодавчій базі або правилам реалізації ФМ ЄЕЗ, зобов'язується, якщо це визначено Промоутером Проєкту або Оператором Програми чи іншим уповноваженим органом, повернути наданий Грант Проєкту або його частину згідно зі статтею 10 цієї Угоди та одночасно відшкодувати збитки, заподіяні кожному Партнеру та Промоутеру Проєкту у зв'язку з порушенням зобов'язань, головним чином збитки від санкцій, накладених на Промоутера Проєкту Оператором Програми або іншим Уповноваженим органом.

8. У випадку, якщо Партнер не поверне наданий Грант Проєкту або його частину протягом періоду, передбаченого у заявці на повернення, Промоутер Проєкту має право нарахувати Партнеру пеню у розмірі 0,1% від відповідної частини Гранту Проєкту за кожен розпочатий день затримки.

#### **Стаття 15 – Порушення**

1. Порушення визначаються відповідно до статті 12.2 Положення.

2. У випадку, коли одна Сторона виявляє порушення, ця Сторона негайно інформує про це іншу Сторону в письмовій формі.

3. У випадках, коли заходи щодо усунення будь-якого такого порушення вживаються компетентними органами, зазначеними в главі 12 Положення, включаючи заходи щодо стягнення коштів, зацікавлена Сторона несе виключну відповідальність за дотримання таких заходів та повернення таких коштів Програмі. У таких випадках Партнер Проєкту повертає повернуті кошти через Промоутера Проєкту.

#### **Стаття 16 - Призупинення виплат та відшкодування**

1. У випадках, коли рішення про призупинення платежів та/або прохання про відшкодування збитків у Промоутера Проєкта приймається Оператором Програми, Національним координаційним центром або державою(ами)-донором(ами), Партнер Проєкту вживає заходів, необхідних для виконання цього рішення.

- if it considers it necessary in the circumstances and seriousness of the breach of the Partner and this process is viewed from the view of Project Promoter as effective,
- if Partner breached its contractual obligations in a way that does not allow the substantive and temporal realization of the Project,
- if Partner has repeatedly failed to fulfil contractual obligations, or if breached its contractual obligation to intentionally.

3. Project Promoter propose to the Partner to terminate the Agreement, in case:

- in the case of stopping the implementation of the Project due to reasons on the side of the Partner,
- in case Partner does not start to implement the Project pursuant to the Agreement,
- in case of impossibility of performance of the Agreement due to objective reasons, which occurred on the side of the Partner.

4. The Partners undertake to accept the decision of the Project Promoter to terminate the Agreement towards the respective Partner or terminate the Agreement by consent in case stated in Section 2 and 3 of the Article of the Agreement. In case of need the Partners undertake to conclude the amendment to the Agreement, by which they shall stipulate their mutual rights and obligations connected with the termination of the Agreement towards the Partner and/or related to the Access of the new Partner to the Agreement, instead the formed terminating Partner.

5. Termination of the Agreement is effective from the day of delivery of the notice of termination from the Agreement to the Partner.

#### **Article 18 - Assignment**

1. Neither Party shall have the right to transfer their rights and obligations under this Agreement without the prior consent of the other Party.

2. The Parties acknowledge that all assignment of rights and obligations under this Agreement is dependent upon the Programme Operator's prior consent in accordance with the provisions of the Project Contract.

#### **Article 19 – Amendments**

1. Any amendment to this Agreement, including its Annexes, shall be the subject of a written agreement concluded by the Parties.

#### **Article 20 – Severability**

1. If any provision of this Agreement (or part of any provision) is found by any court, tribunal or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity

2. Для цілей попереднього пункту, Промоутер Проєкту негайно подає Партнеру Проєкту копію рішення, згаданого у попередньому пункті.

#### **Стаття 17 – Припинення дії Угоди**

1. Сторони погоджуються, що припинення договірних відносин, встановлених цією Угодою, відбувається у разі:

- повного виконання зобов'язань Сторін і одночасно закінчення періоду, на який була укладена Угода,
- взаємної згоди Сторін,
- розірвання Угоди.

2. Промоутер Проєкту має право запропонувати Партнеру розірвати Угоду у випадку:

- якщо він вважає це необхідним за обставин, що склалися, та з огляду на серйозність порушення Партнера, і цей процес на думку Промоутера Проєкту є ефективним,
- якщо Партнер порушив свої договірні зобов'язання таким чином, що не дозволяє по суті і вчасно реалізувати Проєкт,
- якщо Партнер неодноразово не виконував договірних зобов'язань або якщо навмисно порушив своє договірне зобов'язання.

3. Промоутер Проєкту пропонує Партнеру розірвати Договір у разі:

- припинення реалізації Проєкту через причини зі сторони Партнера,
- якщо Партнер не розпочне реалізовувати Проєкт відповідно до Угоди,
- неможливості виконання Угоди з об'єктивних причин, що мали місце зі сторони Партнера.

4. Партнери зобов'язуються прийняти рішення Промоутера Проєкту розірвати Угоду щодо відповідного Партнера або розірвати Угоду за згодою у випадку, зазначеному у пунктах 2 та 3 цієї статті Угоди. У разі потреби Партнери зобов'язуються ввести поправку до Угоди, якою вони визначають свої взаємні права та обов'язки, пов'язані з розірванням Угоди щодо Партнера та/або пов'язані з входженням до Угоди нового Партнера замість вибулого.

5. Припинення дії Угоди набуває чинності з дня вручення Партнеру повідомлення про розірвання Угоди.

#### **Стаття 18 – Передача прав то обов'язків**

1. Жодна зі Сторін не має права передавати свої права та обов'язки за цією Угодою без попередньої згоди іншої Сторони.

2. Сторони визнають, що вся передача прав та обов'язків за цією Угодою залежить від попередньої згоди Оператора Програми відповідно до положень Контракту Проєкту.

#### **Стаття 19 – Поправки**

1. Будь-яка поправка до цієї Угоди, включаючи додатки до неї, є предметом письмової угоди, укладеної Сторонами.

and enforceability of the other provisions of the Agreement shall not be affected.

2. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the Parties' original intent.

#### **Article 21 – Notices and language**

1. All notices and other communications between the Parties shall be made in writing and be sent to the following addresses:

For the Project Promoter: Agency for the Support of Regional Development Kosice, Strojarenska 3, 04001 Kosice, Slovakia

For the Project Partner: Department of Urban Development and Architecture, Zakarpattia Regional State Administration, Narodna Sq. 4, 88008 Uzhhorod, Ukraine.

2. The language governing the execution of this Agreement is English. All documents, notices and other communications foreseen in the framework of this Agreement shall be in English.

#### **Article 22 – Governing law and settlement of disputes**

1. The construction, validity and performance of this Agreement shall be governed by the laws of Slovakia.

2. Any dispute relating to the conclusion, validity, interpretation or performance of this Agreement shall be resolved amicably through consultation between the Parties.

3. If the parties fail to resolve the dispute by mutual agreement or settlement, the dispute shall be promptly presented to the Programme Operator, who at its own discretion may convene a joint meeting of Programme Operator and the litigants or the Programme Operator and all parties to this Agreement, and in order to resolve a dispute and reach an agreement out of court settlement. If the Programme Operator does not convene a joint meeting or the parties to the dispute do not resolve the dispute on a joint meeting convened by the Programme Operator pursuant to the preceding sentence, the dispute will be settled before a competent general court of the Slovak Republic.

#### **Стаття 20 – Подільність**

1. Якщо будь-яке положення цієї Угоди (або частина будь-якого положення) визнається будь-яким судом, трибуналом чи іншим органом компетентної юрисдикції таким, що є недійсним, незаконним або таким, що не підлягає виконанню, це положення або часткове положення, наскільки це потрібно, буде вважається, що не є частиною Угоди, але на чинність та правомірність виконання інших положень Угоди це не вплине.

2. Якщо положення цієї Угоди (або частина будь-якого положення) буде визнано незаконним, недійсним або таким, що не підлягає виконанню, Сторони добросовісно домовляються про внесення змін до такого положення таким чином, щоб із внесеними поправками воно було законним, дійсним та підлягало виконанню, а також якомога ближче відповідало первісному наміру Сторін.

#### **Стаття 21 - Повідомлення та мова**

1. Усі повідомлення та інша комунікація між Сторонами здійснюються у письмовій формі та надсилаються за такими адресами:

для Промоутера Проєкту: Агентство підтримки регіонального розвитку Кошице, вул. Строяренська, 3, 04001, м. Кошице, Словаччина,

для Партнера Проєкту: Управління містобудування та архітектури, Закарпатська обласна державна адміністрація, пл. Народна, 4, 88008, м. Ужгород, Україна.

2. Мовою, що регулює виконання цієї Угоди, є англійська. Усі документи, повідомлення та інша комунікація, передбачені в рамках цієї Угоди, повинні бути англійською мовою.

#### **Стаття 22 – Застосування законодавства та врегулювання спорів**

1. Форма, термін дії та виконання цієї Угоди регулюються законодавством Словаччини.

2. Будь-який спір, що стосується укладання, дії, тлумачення або виконання цієї Угоди, вирішується за згодою Сторін шляхом проведення консультацій між Сторонами.

3. Якщо сторони не можуть вирішити спір за взаємною домовленістю або врегулюванням, спір негайно передається Оператору Програми, який на власний розсуд може скликати спільну нараду Оператора Програми з учасниками спору або Оператора Програми з усіма сторонами цієї Угоди, а також для вирішення суперечки та досягнення згоди поза судовим рішенням. Якщо Оператор Програми не скликає спільне засідання або сторони в суперечці не вирішують суперечку на спільному засіданні, скликаному Оператором Програми відповідно до попереднього речення, спір буде врегульований у компетентному загальному суді Словацької Республіки.

<p><b><u>List of Annexes to Partnership Agreement:</u></b></p> <p>Annex 1: Application Form Annex 2: Project budget of Partner</p> <p>_____</p> <p>This Agreement has been prepared in two originals, of which each Party has received one.</p> <p>For the Project Promoter</p> <p>Signed in Košice on .....</p> <p>..... Jaroslav Tešliar Statutory Representative</p> <p>For the Project Partner</p> <p>Signed in Uzhhorod on .....</p> <p>..... Mykola Piguliak Statutory Representative</p>	<p><b><u>Перелік додатків до Угоди про партнерство:</u></b></p> <p>Додаток 1: Форма заявки Додаток 2: Проектний бюджет Партнера</p> <p>_____</p> <p>Ця Угода була підготовлена у двох оригіналах, кожна із Сторін отримала по одному.</p> <p>Від імені Промоутера Проекту</p> <p>підписано в Кошицях .....</p> <p>..... Ярослав Тешляр законний представник</p> <p>Від імені Партнера Проекту</p> <p>підписано в Ужгороді .....</p> <p>..... Микола Пігуляк законний представник</p>
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## APPLICATION FORM

Agentúra na podporu regionálneho rozvoja Košice, n. o.		Version 2
Project Application version	2	Call code
		GGC01

  

<b>1. Summary</b>	
<b>1.1 Project Title</b>	
Climate Change Adaptation Strategy and Mitigation Steps for SK – UA crossborder region (CLIMADAM)	
<b>1.2 Programme Title</b>	
<b>GGC</b>	Cross-border Cooperation / Good Governance, Accountable Institutions, Transparency
<b>1.3 Programme Outcome</b>	
<b>GGC_OTC3</b>	Slovak-Ukrainian institutional cooperation enhanced
<b>1.4 Name of the relevant programme outputs to which the project relates</b>	
Measures fostering Slovak-Ukrainian cooperation implemented	
<b>1.5 Location of project implementation and applicant's registered address</b>	
Self-governing region, in which most of the activities will be implemented (select)	Košický
District (select)	
Another district (select if relevant)	
Another district (select if relevant)	
Another district (select if relevant)	
Applicants' registered address - self-governing region (select)	Košický
District (select)	Košice I
Project will be implemented in Zakarpattia region of Ukraine and in Košice region.	

## 2. Applicant

### 2.1 Name and contact details

2.1.1 Full legal name:	Agentúra na podporu regionálneho rozvoja Košice, n. o.		
2.1.2 Sector	Public Sector		
2.1.3 Legal form of the organisation	Other institution of self-government		
2.1.4 Other legal form of the organisation - specify	NGO founded by Košice self-governing region (nezisková organizácia založená KSK)		
2.1.5 Legal form under the Donors' classification	Other public organisation		
2.1.6 Organisation identification number (IČO)	31257402		
2.1.7 Registered address:			
Street:	Strojárska		
Descriptive and orientation number:		3	
Postal code:	04001		
Town/City:	Košice		
Internet address:	<a href="http://www.arr.sk">www.arr.sk</a>		
2.1.8 Contact person			
	Title	Name	Surname
Name:	Mr	Jaroslav	Tešliar
Job position:	director		
Email:	<a href="mailto:jaroslav.tesliar@arr.sk">jaroslav.tesliar@arr.sk</a>		
	Prefix	Number	
Phone:	+421	556822812	
Mobile Phone:	+421	911729851	
2.1.9 Contact address of the organisation if different from the registered address			
Organisation:			
Street:			
Descriptive and orientation number:			
Postal code:			
Town/City:			

## 2.2 Description of the applicant

The Agency for the Support of Regional Development Košice is a non-profit organization, established by the Košice Self-governing Region to support public services in the field of regional development and employment.  
The Agency's mission is to contribute to a more efficient and dynamic sustainable development of Kosice Region by creating conditions and mechanisms in the region, which will enable to solve priority problems and to implement the objectives in accordance with the approved development documents in the proposed short terms and long terms.

Agency's activities focus on the following areas:

- environment, adaptation to climate change, sustainable mobility,
- optimal use of local resources, including renewable energy sources
- supporting activities for business development, corporate social responsibility
- development of sustainable forms of tourism
- improving the quality of social services
- human resources development
- investment in culture, social affairs, transport and etc..

Main activities of the Agency:

1. Strategic planning - an important long-term strategic plan for the development of the Kosice region is the program "Terra Incognita – Unknown Country", which aims is to strengthen regional development, to improve the quality of life in the region through the development of cultural-cognitive forms of tourism and by increasing the quality of product offers and services.

The Agency has also developed several conceptual and strategic materials, including development strategies for microregions, Regional Strategy for the Use of Woody Biomass in the Košice Region, Culture Development Strategy in Košice Region, Concept of Social Services Development in the Košice Region and participated in the preparation of the Innovation Strategy Development of Kosice Region and the border region of Hungary. The Agency cooperated in the preparation of a Case Study for the Tisza River Basin, which evaluated sensitivity of regions to climate change, adaptive capacity, impact and vulnerability.

2. Preparation and implementation of projects - Agency for 10 years of existence has prepared over 80 successful projects that have brought to the region about 30 million EUR. 35 out of 80 successful projects were implemented in a cross-border or transnational partnership under EU programmes: Operational Programme Central Europe, OP the South East Europe, OP Slovakia - Hungary, INTERREG IVC, 7 EU Framework programme "Regions of Knowledge" and CBC Programme Hungary - Slovakia - Romania - Ukraine,

Examples of projects:

- AS\_KLIMA\_KSK (2018-2020) is aimed to preparation of Adaptation strategy to the impact of climate change in Košice region
- OSA (2019-2021) is aimed to awareness raising about climate change, about mitigation, adaptation measurements. Project is realised in virtual space (videos), but also via personal contacts (workshops for wide public, especially for schools).
- LAST MILE (2016-2020) The aim of the LAST MILE project is to create a base for implementation of a regional flexible transport system in the tourism regions (in our case in the Košice region) that must be effective in terms of sources and financing and will serve not only tourists but also inhabitants of the tourism regions, will utilise existing structure and innovative technology at the same time. The availability of information and its integration into tourist and transport information systems is another important aspect that the project will address.
- ZIP (2015-2017): Goal of the project was to closely tie cooperation in the Slovak - Ukrainian cross-border region in the sphere of planning of development activities through a joint innovative planning process so as to face socio-economic and environmental threats to the project target region on one hand, and utilizing its potential for local economic development on the other.
- IKARUS (2009 - 2011): More intensive communication and cooperation among players in regional sustainable development in Ukraine and Slovakia". By project implementation was reached its goals: to increase knowledge of local stakeholders in selected microregions of KSR in the border area with Ukraine and to increase the capacity for better cooperation in the cross-border region.
- BIOENERGY OF THE CARPATHIANS (2011 - 2013); SUNRISE: this Slovak - Ukrainian project, in addition to the practical implementation of investments in new technologies for the utilization of biomass in the KSR and Zakarpattia, also contributed to strengthening the professional skills and acquire new knowledge trainees in the field of renewable energy sources and spread these innovative information through publishing magazines and through regional television. Following project SUNRISE was aimed to local endogenous sources utilisation.
- CARPATHIAN TOURIST ROAD (2 projects): both projects aim to increase the level of development of tourism in the Carpathian Arc (Slovakia, Ukraine, Romania and Hungary with focus on Slovak - Ukrainian border) on two levels. On the border region of Slovakia and Ukraine, have been proposed tourist routes and wine routes, which pass through the KSR to Ukraine. To these routes thematic maps, promotional films on DVD and brochure were developed. And on the transnational level - increase the competitiveness of tourism in the Carpathians by cooperation between actors in the tourism industry of these countries by improving the quality of tourism products and services.
- TOKAJ IS THE ONLY ONE (2012 - 2015) - the aim of the project is to improve the quality of lives of the citizens living in the Tokaj region by optimal utilization of all potential of the region. During project implementation, the range of offer for tourists is widening with new services and with increasing their quality. TOKAJ is becoming a unique destination for tourism development, for visitors and a good place to live. Within the project, functional infrastructure parts are under the development - construction of the tower and construction of a tourist information office

3 Consultation and Education - the Agency has been providing education especially for representatives of local and regional governments, local activists and candidates from non-profit organizations, particularly in the field of strategic planning, project cycle and preparation of projects financed from external sources.

4 Implementation of grant programmes - In 2012, the Agency as an Intermediate Body successfully implemented the second call under the programme Terra Incognita. The second call was designed to increase the quality of services provided in tourism for projects to develop small infrastructures. Half a million Euros from the KSR own budget was divided between 39 projects.

## 2.3 How you learned about the availability of the grant

(select)

eeagrants.sk/norwaygrants.sk



### 3. Project

#### 3.1. Project summary

Climate change is perceived as a global irreversible phenomenon which we, at the local and regional level, can hardly influence. There are ongoing discussions what is the reason of climate change. Prevailing opinion is that the climate change is strongly influenced by human being activities. If we accept this prevailing opinion than we must admit that our negative destructive activities shall stop. And there is just one road we have to pave – start the process of positive change in managing our regions, its natural and human resources. Citizens of bordering regions of Slovakia and Ukraine are aware of necessity to be active in the area of climate change mitigation and adaptation, but in many cases, people does not know, what to do, if it is possible to do anything. This project is aimed at development of an effective tool – regional adaptation strategy which will be widely used in order to prepare a local action plan for local communities. This regional adaptation strategy will significantly increase an awareness raising related to climate change and will set up measurements in area of environment (land recovery, urban spaces recovery), society and economy. Second output of CLIMADAM project is aimed at the planning of steps toward mitigation in the area of transport by production of sustainable mobility plan. Final impact of such type of the plan is to decrease greenhouse gases emissions by reducing individual transport, while people are motivated to use public transport instead of their personal cars.

Project is directly oriented also to **enhancement of Slovak-Ukrainian institutional cooperation**, because all outputs will be produced in cooperation of Ukrainian and Slovak public organisations on regional level.

Activities of proposed project are related to **good governance** – noticeable climate change requires systematic answer from public institutions. This answer have to be identified and defined by clear, participative process and summarised in strategy. In case of climate change, it is adaptation strategy and partial strategies toward mitigation (decreasing of greenhouse gases emissions).

Project is aimed at the improvement of **integrity and accountability** of public institutions in Slovakia and Ukraine: participative processes of strategic planning involve wide public. This approach, together with providing of complex information will ensure, that identified measurements will be more effective and cheaper than in case of directive planning. If public have information, bad and expensive solutions can be eliminated.

These challenges are addressed by proposed project CLIMADAM:

Topic: Synchronize UA climate change adaptation process with EU (SK) one and justify (prove) it by pilot actions

##### Main goals:

- to better prepare the border regions for expected climate change by development of a climate change adaptation strategy for the Transcarpathian region of Ukraine and prove it (adaptation strategy had been developed) by pilot actions.
- to increase readiness for introducing of effective elements in public transport by development of Sustainable transport model for Uzhhorod using experiences of Kosice and Presov region
- to increase availability of information about climate change, necessity of mitigation measurements and possibilities to adapt to expected climate stimuli.

##### Project activities:

ACTIVITY 1. Adaptation strategy and its application on local level in the context of public integrity and transparency

a. Climate change adaptation strategy for the Zakarpattia region (UA) using basic principles of AS\_KLIMA\_KSK project and local (water) committees established in Kosice region. Adaptation strategies developed by the same or similar methodology would fit together and the cross border area would be unified. Methodology used in AS\_KLIMA\_KSK project is based on approaches of ESPON CLIMATE project. It uses a conceptual framework that is widely used in the climate change and impact research community.

b. Comprehensive study of integrated protection of the Ronava river basin. The goal of the comprehensive study is to develop proposals and solutions to climate change adaptation at the local level in the Ronava river basin and to reduce flood threats from extreme rainfall, which occur more and more often because of climate change. The goal is also to involve local citizens in the development of the comprehensive study and thus to participate actively in order to improve their lives, increase safety and protect biodiversity. Wild eastern Carpathian Mountains of Zakarpattia region will serve as inspiration for proposed measurements in pilot study.

ACTIVITY 2. Regional and cross-border transport as a costs demanding sector respecting needs to increase efficiency and transparency in this area

a. Harmonisation of transport systems of KSK and Zakarpattia: Regular public transport in the Kosice region is a public interest and it is secured by the railway, bus and urban transport operators. These services are provided only within the territory of the Kosice region (Slovakia) with minimal impact on the neighbouring Zakarpattia region of Ukraine. This inconsistency and lack of clarity in these services causes complications especially for the cross border public traveling between Slovakia and Ukraine. This activity will be aimed at solving this problem.

b. Sustainable transport model for Uzhhorod (using experiences of Kosice region) contains a concept development of a transport traffic model in Uzhhorod (analysis of the city transport scheme, pedestrian connections, analysis of the prevailing transport, connections, public transport; switching of general public transport to electric one, the need for infrastructure to charge personal electric cars; identification of problematic transport hubs in the city). This work will use some of experiences from sustainable mobility plan in Kosice and Presov region.

c. Development of individual transport hubs projects and measures to implement the concept: regulation and ordering of parking lots in the central part of the city (scheme-plan) and definition of public spaces for pedestrians (schemes)

ACTIVITY 3. Awareness raising in the theme of mitigation, adaptation (landscape, energy and transport) will be aimed at both topics of CLIMADAM project – adaptation to climate change and mitigation measurements in the transportation in the context of effective management of public affairs.

Topics of awareness raising campaign: the vulnerability of green spaces in the city and how to reduce it; negative effects of traditional energy sources on the environment; potential negative effects of climate change on electricity, form a culture of energy consumption in the population and realization the need to save energy; necessity of good water management, water-saving (wide information company using radio, television, flyers, social advertising); rational use of water and its saving; climate change mitigation and adaptation – aimed at sharing available information and at identifying relevant measurements;

##### Expected results:

- Produced important strategic documents for Zakarpattia region and Kosice region related to crucial theme of climate change
- Transfer of know-how and best practices in the area of adaptation to climate change and sustainable mobility
- Better availability of important information for general public

##### Final beneficiaries:

- Decision makers on regional and local level will be prepared for next steps thanks to the strategies. Strategical planning will provide opportunity to work systematically and more effectively in important areas of expected (but also present) climate change.
- Researchers will receive new information from abroad (neighbouring region). They can also provide analytical inputs to the prepared documents and will also get an opportunity for their research continuation and development.
- General public will obtain possibility to participate on strategical planning and receive new information, that can help them to make decisions on personal level (some

### 3.2. Project activities

#### Title of Activity 1

**Adaptation strategy and its application on local level (AS for Transcarpathian region and Local strategy for Roňava basin + revitalisations in Uzhhorod)**

#### Relates to output

**Measures fostering Slovak-Ukrainian cooperation implemented**

#### Description of Activity 1

Adaptation strategy and its application on local level (AS for Transcarpathian region and Local strategy for Ronava basin + r eitalisations in Uzhhorod). **Climate change adaptation strategy** production includes next **steps**:

- Tailoring the methodology for developing the Strategy with the involvement of Slovak experts who have already developed such a strategy for the Kosice Self-government Region and developing approaches to data collection and processing.
- Data collection, visualization and analysis for the Strategy in Transcarpathian Region using a geo-information system (GIS).
- Organization of data collection. Preliminary, the following data to be collected: data on forest fires and unauthorized incineration of waste, dead wood and grass, etc., data on the occurrence of unauthorized landfills, data on traffic jams, on the traffic of trucks on hig hways where such traffic is restricted or prohibited, etc. Implementation of a system of monitoring of negative anthropogenic factors in real time, creat ion of an appropriate geoportal (will act as a monitoring system for the implementation of the Strategy in the future).
- Elaboration and systematization of the collected information, creation of an analytical report on the results of the first stage implementation, publication of the report on the geo-portal.
- Development of a list of measures reducing the anthropogenic impact on climate change, depending on the prevailing negative factor for certain parts of the region and the whole region. Modelling by means of GIS of possible results of implementation of appropriate meas ures and concepts, preliminary assessment of the reliability of their implementation. Generalization of the measures that at modelling gave a po sitive result to the Concepts.
- Generalization of all the developed measures, analytical report on the results of the implementation of the previous stages and their inclusion in the Strategy. Completion of the strategic environmental assessment procedure.
- Public consultations of proposed measurements during organised workshops

**Comprehensive study "Our Ronava River"** will focus on:

- Analysis of frequent floods causes, their impacts on property threats and humans lives and on the natural country potential decrease
- Solutions for flood prevention, for increasing water supply and adaption on climate change; Proposals of bio-technical revitalization measures in the river basin that will contribute to revitalize the environment; Proposal of changes in agro-technical and forestry practices and practices that will be assessed as non-functional
- Involving of local citizens in developing and later in implementing measures, activities from the comprehensive study by the civic platform of the "Water Council" which had been established (civic platform involve farmers, foresters, any entrepreneurs, volunteers, non -profit organizations and municipalities).

**Indicators** relevant to activity 1:

#### Title of Activity 2

**Sustainable transport model for Uzhhorod using experiences of Košice region**

#### Relates to output

**Measures fostering Slovak-Ukrainian cooperation implemented**

#### Description of Activity 2

Sustainable transport model for Uzhhorod using experiences of Kosice region

"Sustainable Mobility Plans" have been elaborated in the Kosice and Presov region. Based on these plans, transport documents for the Uzhhorod city and surrounding municipalities will be elaborated within the project. Traffic flows and transport infrastructure could be improved by options for implementing more effective sustainable measures.

Main steps:

- Interconnection of the public transport in Transcarpathian region of Ukraine with Integrated public transport in the Kosice r egion (all documents for the timetables of public passenger transport lines in this cross-border region will be processed also by bilateral negotiations with communities involved and proposals for optimal transport solutions will be regularly discussed at least once a year)
- Development of the concept of a transport traffic model in Uzhhorod - analysis of the city transport scheme, pedestrian connections, analysis of the prevailing transport, connections, public transport (micro and large buses); switching from general public transport to electric one (it is necessary to allocate territories and arrangement of charging), the need for infrastructure to charge personal electric cars; identification of problematic transport hubs in the city.
- Development of individual transport hubs projects and measures to implement the concept - regulation and ordering of parking lots in the central part of the city (scheme-plan); definition of public spaces for pedestrians (schemes)

**Project indicators:**

- Level of knowledge among Ukrainian participants involved in cooperation with SK (1)
- Number of best practices transferred in the field of transparency from SK to UA (1)
- Number of people attending joint workshops organised between SK an UA public sector entities (80)
- Number of secondments (1)

**Main entities:** Agency for the Support of Regional Development; Department of Urban Development and Architecture; Zakarpattia oblast state administration; Institute of Development of Carpathian Region; Košice Selfgoverning Region

**Title of Activity 3**

Dissemination of the information related to various aspects of adaptation to climate change and mitigation

**Relates to output**

Measures fostering Slovak-Ukrainian cooperation implemented

**Description of Activity 3**

Dissemination of the information related to various aspects of adaptation to climate change and mitigation  
 Educational and awareness raising activities (forums, conferences, seminars and roundtable discussions) will be aimed at both topics of CLIMADAM project – adaptation to climate change and mitigation measurements in the transportation in the context of effective management of public affairs.  
 Topics of awareness raising campaign (workshops):  
 - The vulnerability of green spaces in the city and how to reduce it;  
 - Negative effects of traditional energy sources on the environment;  
 - Potential negative effects of climate change on electricity, form a culture of energy consumption in the population and realization of the need to save energy;  
 - Necessity of good water management, water-saving (wide information company using radio, television, flyers and social advertising);  
 - Rational use of water and its savings;  
 - Climate change mitigation and adaptation – aimed to share available information and to identify relevant measurements;  
 - Climate change, efficient energy and water use, importance of greening of cities for inclusion in relevant curricula and programs of secondary schools and colleges;  
 Tools of awareness raising campaign:  
 a. Survey for population on awareness of the effects of climate change as a whole, of the environmental, social and economic challenges posed by climate change, of ways to adapt to climate change.  
 b. 8 workshops  
 - Exchange of best practices of Climate Change Adaptation aimed at raising awareness of ways to adapt to climate change  
 - Presentation of transport model of Uzhhorod for professionals and inhabitants  
 c. Conference on climate change mitigation and adaptation in Uzhhorod (3 conferences in the project)  
 d. Graphic design of promo materials + Booklets on Climate Change Adaptation + Rollup  
 e. Promotion via social networks  
 f. Video film  
 Relevant indicators:  
 Level of knowledge among Ukrainian participants involved in cooperation with SK: Number of best practices transferred in the field of transparency from SK to UA; Number of people attending joint workshops organised between SK and UA public sector entities.  
 Entities involved in the implementation of the activity: Agency for the Support of Regional Development; Institute of Development of Carpathian

**Title of Activity 4**

**Relates to output**

**Description of Activity 4**

**Title of Activity 5**

**Relates to output**

**Description of Activity 5**

Provide short description of the activity, incl.:

- which of the project indicators will be achieved through the implementation of the activity,
- expected timeline of the activity
- main entities involved in the implementation of the activity (Applicant, Partner1...)

**Title of Activity 6**

**Relates to output**

**Description of Activity 6**

Provide short description of the activity, incl.:

- which of the project indicators will be achieved through the implementation of the activity,
- expected timeline of the activity
- main entities involved in the implementation of the activity (Applicant, Partner1...)

**Title of Activity 7**

**Relates to output**

**Description of Activity 7**

Provide short description of the activity, incl.:

- which of the project indicators will be achieved through the implementation of the activity,
- expected timeline of the activity
- main entities involved in the implementation of the activity (Applicant, Partner1...)

**Title of Activity 8**

**Relates to output**

**Description of Activity 8**

Provide short description of the activity, incl.:

- which of the project indicators will be achieved through the implementation of the activity,
- expected timeline of the activity
- main entities involved in the implementation of the activity (Applicant, Partner1...)

3.3. Project Indicators						
3.3.1 Standard indicators						
Indicator - title	Type	Level	Baseline	Target	Describe how the indicator is measured	Code
Level of (self-reported) knowledge among Ukrainian participants involved in cooperation with SK (on issues related to procurement, justice, etc.)	Reported	Outcome	TBD	increased by 2	Knowledge will be related to adaptation strategy methodology and to sustainable mobility plan	GGC_OTC3_IND1
Number of cooperation partnerships remaining between Slovak and Ukrainian Line Ministries at completion of the programme	Reported	Outcome	0	0		GGC_OTC3_IND2
Number of best practices transferred in the field of transparency from Slovakia to Ukraine	Binding	Output	0	2	Good example of water councils, which were established in Košice region in 2019; example of public participation in planning process.	GGC_OTC3_OTP1_IND1
Number of people attending joint workshops organised between Slovak and Ukrainian public sector entities (disaggregated by gender)	Binding	Output	0	200	8 workshops for the public, attended by min. 25 persons.	GGC_OTC3_OTP1_IND2
Number of secondments from Ukraine to Slovakia	Binding	Output	0	3	2 secondments of ukrainian experts (regional government) working in the area of environment or water management; 1 secondment of ukrainian expert to the unit responsible for integrated transport system in Slovakia	GGC_OTC3_OTP1_IND3

**3.3.2 Bilateral indicators (only relevant if a donor project partner is involved in the project)**

Indicator - title	Type	Level	Baseline	Target	Describe how the indicator is measured	Code
Level of satisfaction with the partnership (disaggregated by State type)	Reported	Outcome	0			GGC_OTCB_IND1
Level of trust between cooperating entities in Beneficiary States and Donor States (disaggregated by State type)	Reported	Outcome	0			GGC_OTCB_IND2
Share of cooperating organisations that apply the knowledge acquired from bilateral partnership (disaggregated by State type)	Binding	Outcome	0%			GGC_OTCB_IND3
Number of projects involving cooperation with a donor project partner (disaggregated by Donor State)	Binding	Output	0			GGC_OTCB_OTP1_IND1
Number of staff from the beneficiary country participating in study visits to Norway	Binding	Output	0			GGC_OTCB_OTP1_IND2

### 3.3.3 Publicity indicators

Indicator - title	Baseline	Target	Describe how the indicator is measured	Code
Number of major information activities	0	3	2 conferences in Slovakia, 1 conference in Ukraine	PBL_IND1
Number of media outputs (reportages, articles in local, regional or national media)	0	5	Press releases published during every event, at least 5 related articles will be published by slovak or ukrainian media	PBL_IND2
Increased number of website visits	0	1000	Analyses provided by Google Analytics or Google My Business - visiting of web site (subpage) created.	PBL_IND3
Number of promotional materials created within project	0	1000	Leaflet about project activities and donor	PBL_IND4
Number of news/studies/announcements published at own website	0	10	At least 10 news, studies will be published via web sites of slovak and ukrainian project partners	PBL_IND5
Number of materials summarizing achieved results of the project	0	1	One summarising report published via web page will be prepared	PBL_IND6
Number of audio-visual works created	0	1	Video about adaptation and mitigation measurements (mainly in transport) will be produced	PBL_IND7

### 3.3.4 Project specific indicators

Indicator - title	Type	Level	Baseline	Target	Describe how the indicator is measured	Code
Number of public institutions involved in institutional cross-border cooperation fostering	Binding	Output	0	4	ARR, Košice Self-governing Region, Department of Architecture and, Zakarpattia oblast state administration. More institutions will be invited as associated partners	GGO01_PSI_IND1
Number of joint workshops organised between Slovak and Ukrainian public sector entities	Binding	Output	0	8	4 workshops about adaptation to climate change, 4 workshops on topic of sustainable transport (half in Slovakia, half in Ukraine)	GGO01_PSI_IND2



### 3.4 Basic statistical data on the project

3.4.1 Sector code according to the OECD classification (choose the main sector the project is aimed at):

Main sector	Specification	Sector code
Government and Civil Society	Democratic participation and civil society	1515000

3.4.2 Main measures of the project (select at least one and assign its importance)

Information and awareness raising	main measure
Advocacy	
Research	secondary measure
Infrastructure development and provision of equipment	
Capacity-building	main measure
Education and training	main measure
Provision of services	

3.4.3 If the project is a research one, fill in the following fields:

Research type:

Academic field:

Discipline:

### 3.5 Project target groups

Select the three most important project target groups, i.e. the groups the project is aimed at.

Category	Specification	Intermediary	Beneficiary
1 Policy-related	Public institutions (at national or sub-national level)	x	
2 General	General public		x
3 Education/ research-related	Universities/Research institutions	x	

Planners and decision makers – strategy related to climate change adaptation and transport plan are important basis for decision making. If adaptation strategy will be developed, spatial and sectoral planning can respect adaptation measurements and/or avoid (modify) activities deteriorating situation in the area of climate change impact.

Experts and scientists – implementation and promotion of approaches and methods developed by previous projects (ESPON CLIMATE and then AS\_KLIMA\_KSK) can be useful in involved regions and can be adapted on local conditions. It can be used in other similar projects and strategies.

General public – Project contains activities aimed to awareness raising in the topic of climate change and sustainable transport Knowledge is basic precondition for adaptation to climate change.

#### 4 Project management

##### 4.1 Structure of project management including financial management

Project management team will be created by representatives of beneficiary (lead partner) and other project partners. Respecting the fact, that proposed project is large and complicated (more project partners, cross-border partnership), experienced managers will manage from both side of SK-UA border.

The project will be managed by the steering group (manager, administrator and accountant). Team will be responsible for overall execution and coordination of activities, administration, monitoring, evaluation, publicity, communication and reporting (programme and financial reports). The group will register all meetings (minutes) and will follow the time schedule of project implementation: fulfilment of scheduled activities; fulfilment of time schedule (correspondence of activities with time frame) and fulfilment of financial plan (situation of preliminary payments, cash flow analysis and income and expenditure management). The financial management will be organized on three levels: The lowest level will consist of daily management of financial operations (issue and registration of receipts). The project administrators (from all partners), which represent next level, will be responsible for daily registration, storage and handling the financial documents. The project accountants, as the third level, will finally store and handle (also electronically register) all receipts and put them to the accountancy system.

The management team will be also responsible for analysis of incomes and expenditures (monthly cash flow); processing and sending of request for payment; elaboration and sending of reports; realization of public procurement; realization of payments to suppliers of products and services.

Persons responsible for project management on the part of the Project beneficiary and the partners:

Project beneficiary will ensure project management in cooperation with Kosice Self-governing Region.

Responsible person for beneficiary: Jaroslav Tešliar, Ján Dzurdženič, Marcela Juhászová (all persons involved in management of projects financed by e. g. EEA grants and Structural funds).

Responsible person in project management for Košice self-governing region: Marcela Jokelová together with financial manager from department of project implementation. She has rich experiences from managing projects, including Norwegian Grants and EEA grants.

Responsible person for Department of Urban Development and Architecture: Mykola Piguliak (rich international experiences, cooperation in various programmes, e. g. involvement in project ZIP, co-financed by EEA grants as project partner).

Responsible person for Institute of Development of Carpathian Region: Nataliya Kablak (rich experiences in project management, mainly in educational area).

Statutory representative of the Agency for the Support of Regional Development Kosice is Jaroslav Tesliar. He is authorised to act on a behalf of Applicant organisation. Agency employees are skilled and experienced in the field of project management.

Statutory representative of the Applicant need consent of founder (Kosice self-governing region) in the area of co-financing. Kosice self-governing region will provide necessary amount of money for co-financing.

#### 4.2 Partnership

##### Partners Basic Data

	Partner1	Partner2	Partner3	Partner4
Full Legal Name of the partner:	Управління містобудування і архітектури Закарпатської ОДА	Košický samosprávny kraj	Закарпатська обласна державна адміністрація	Institute of Development of Carpathian Region
Name of the partner (in English):	Department of Urban Development and Architecture	Košice Self-Governing Region	Zakarpattia Oblast State Administration	Institute of Development of Carpathian Region
Organisation ID (IČO) or equivalent	35663526	35541016	22496	39490827
Sector:	Public Sector	Public Sector	Public Sector	Not-for-profit Sector
Partner's legal form:	State budgetary or allowance organisation	Self-governing region	State budgetary or allowance organisation	Civic association (o.z.)
Specify the legal form, if other:				
Legal form - Donors classification	Regional authority	Regional authority	Regional authority	Non-Governmental organisation (NGO)

##### Registered address

	Partner1	Partner2	Partner3	Partner4
Street:	Narodna pl.	Nám. Maratónu Mieru	Narodna pl.	Hlentsa st.
Descriptive/orientation number:	4	68/1	4	10.4
Postal Code:	88008	4001	88008	88000
Town/City:	Uzhhorod	Košice	Uzhhorod	Uzhhorod
Country:	Ukraine	Slovakia	Ukraine	Ukraine
Internet address:	http://zakarpatooblarch.gov.ua/	web.vucke.sk	https://carpathia.gov.ua/	

##### Contact persons

	Partner1	Partner2	Partner3	Partner4
Name:	Mykola Piguliak	Marcela Jokelová	Oleksiy Hetmanenko	Nataliya Kablak
Job position:	head of the department, chief architect of the region	project manager	executive head	coordinator
Email:	zakarpatooblarch@ukr.net	marcela.jokelova@vucke.sk	admin@carpathia.gov.ua	nataliya.kablak@gmail.com
Phone:	+380312615351	+421557268156	+380312696102	
Mobile phone:	+380979246357	+421910770994		+380501411721

##### Financing and status

	Partner1	Partner2	Partner3	Partner4
Does the partner spend the Project Grant?	Yes	Yes	No	Yes
Does the partner co-finance the Project?	No	No	No	No
Project grant shall be paid to partner as:	Advance payments	Advance payments		Advance payments
Actual status of partnership:	Partnership Agreement signed	Partnership Agreement signed		Partnership Agreement signed

4.3 Roles of partners	
<b>Role of Partner 1 in the Project</b>	<p>Using the Slovak experience, qualified staff of the Department will develop the Climate Change Adaptation Strategy that meets European standards. The Department will also take into account the recommendations of the Strategy when updating the General Planning Scheme of the Ukraine, amending the Territorial Planning Scheme of Transcarpathian Region. Through the project, the Department will introduce climate change adaptation and urban mobility development methods that are already being implemented by Slovak partners. Fruitful cooperation and concerted action to mitigate the effects of climate change will have a significant impact, as climate change knows no border. The transport system of both regions is closely linked, in particular due to its shared historical past. At the same time, the implementation by the Slovak partners of the next steps in implementing climate change adaptation measures will allow the Ukrainian side to familiarize themselves with effective further steps that may also be needed in the Transcarpathian region in the future as a result of the Strategy developed for the Transcarpathian region. In the area of urban mobility development, the partnership will allow to take over the experience of modeling municipal and regional systems from Slovak partners and will allow further harmonization of</p>
<b>Role of Partner 2 in the Project</b>	<p>- The KSK's staff involved into the project is professionally skilled on climate change theme. The team members will serve as consultants for the Ukrainian team. The other professional contribution is to introduce an importance of public involvement into the process. Professionals involved will work closely using their experience from implementation of the Revitalization programme of the Kosice region.</p> <p>- Cross-border partnership on such a global theme as climate change is, will have a importance: The regional government of the Transcarpathian region will obtain the methodology from Slovak side and their consultations in it. Working closely from both sides of the border on a theme which is of high international importance, because climate change does not recognize border and using one common methodology will strengthen bilateral relation naturally not just among the project partners, but among citizens involved too.</p> <p>- We are obliged and willing too to cooperate with UA on any challenge which will be identified in the future by both parties. Implementation this project will strengthened an understanding and trust not only on governmental level and between</p>
<b>Role of Partner 3 in the Project</b>	<p>The considerable experience of the Transcarpathian Regional State Administration in managing the territory of the Transcarpathian Region will allow to implement effectively the Climate Change Adaptation Strategy, which will be the basis for making management decisions at the regional and local levels and will serve as the basis for supplementing the Regional Development Strategy of the region, its Action Plan. Due to the project implementation, Partner 3 will take over the territory management experience from the Partner 2, taking into account climate change adaptation measures. There is a long-standing and close relationship between KSK and Transcarpathian Regional State Administration as regional authorities of UA-SK neighboring regions. The cooperation of these institutions within the project will facilitate the further exchange of experience in managing the territory, as well as open opportunities for the development and implementation of further joint projects aimed at enhancing the sustainability and investment attractiveness of our regions. The partnership created within the project initiates long-term cooperation and the development of joint actions and measures in the future to reduce the impact of negative trends due to climate change.</p>
<b>Role of Partner 4 in the Project</b>	<p>The NGO project team consists of specialists of the Department of Urban Planning and Maintenance of Uzhgorod National University. Based on their experience, the sustainable transport model of the city of Uzhgorod and its suburbs will be developed. The project will involve students, the best of whom will have a 2-month secondments in Slovakia. Promotion and dissemination activities of the project, implemented by NGO, will inform the general public about climate change and measures to reduce its impact at the household level and to raise awareness of the region's population. The transport model developed by NGO in close cooperation with partners from Slovakia will allow the development of a project of common transport hubs and routes, which will increase the level of adaptation of the UA-SK cross-border region to climate change. The partnership will allow the students, public authorities to get new knowledge, positive experience, techniques and mechanisms. Cooperation between public authorities and NGOs will strengthen the link between government and the public. The NGO will conduct surveys on climate change awareness among the population and in cooperation with the public will develop a transport model that will be adapted.</p>

#### 4.4 Bilateral partnership

(fill in this part only if there is at least one donor project partner involved in the project)

##### 4.4.1 What level of involvement do you foresee for your donor project partner(s)?

[Multiple choice list – if multiple donor project partners provide the overall perspective]

Attend events in our project	
Contribute with presentations and/or input to events	
Provide capacity building in our project (in the form of training, etc.)	
Work with us to find common solutions to shared challenges in the project	
Other - specify	

##### 4.4.2 How was the cooperation established?

[Multiple choice list – if multiple donor project partners provide the overall perspective]

Previous cooperation	
Match making event under the Programme	
Programme operator/ Fund operator	
Direct assistance by Donor Programme Partner or Donor Contact Point	
Search in the partnership database (Innovation Norway database, Norwegian Helsinki Committee, others)	
Embassy assistance	
Independent search for partner	
Other - specify	

## 5. Project plan

### 5.1 Financing

	Category/Entity	Applicant	Partner1	Partner2	Partner3	Partner4	TOTAL
5.1.1.	Direct expenditure (EUR)	156 050	99 759	67 160	0	109 100	432 069
5.1.2.	Indirect costs (EUR)	17 340	0	9 324		3 510	30 174
	Indirect costs calculation method	Article 8.5.1c)	Article 8.5.1c)	Article 8.5.1c)		Article 8.5.1c)	
5.1.3.	Reserve (EUR)						0
5.1.4.	In-kind contributions (EUR)						0
5.1.5.	Cash Co-financing (EUR)						0
5.1.6.	First advance requested (EUR)	18 000	13 500	16 500		15 500	63 500
5.1.7.	Project Grant requested (EUR)	173 390	99 759	76 484	0	112 610	462 243
5.1.8.	Total Eligible Cash Expenditure (EUR)	173 390	99 759	76 484	0	112 610	462 243
5.1.9.	Total Eligible Expenditure (EUR)	173 390	99 759	76 484	0	112 610	462 243
5.1.10.	Indirect costs (% on staff costs)						8,62%
5.1.11.	Project Grant Rate (%)						100,00%
5.1.12.	Maximum Grant Rate (%)						100,00%
5.1.13.	Minimum Project Grant Requested (EUR)						200 000
5.1.14.	Maximum Project Grant Requested (EUR)						1 000 000
5.1.15.	Maximum Reserve (EUR)						23 112
5.1.16.	Maximum in-kind (% on co-financing)						0,00%
5.1.17.	Maximum in kind (EUR)						0
5.1.18.	Actual in-kind (% on co-financing)						0,00%
5.1.19.	Contribution from the EEA/Norway Grants						392 907
5.1.20.	Contribution from the Slovak State Budget						69 336

5.2 Milestones

5.2.1. Expected project implementation duration (in months following the signature of the project contract)

within 36 months

5.2.2. List of Milestones	Relates to activity	General classification	Importance	Milestone implementation started/completed (following the signature of the Project Contract)		
				Started	Completed	Duration (months)
1 Preparatory phase of Adaptation strategy	Activity1	Others	Fundamental	within 1 months	within 6 months	5
2 Consulting of necessary measurements with the public	Activity1	Others	Fundamental	within 6 months	within 24 months	18
3 Finalisation of the strategy and its approval	Activity1	Others	Fundamental	within 6 months	within 24 months	18
4 Analysis of current state of pilot water basin	Activity1	Others	Fundamental	within 1 months	within 6 months	5
5 Involving of local citizens	Activity1	Others	Fundamental	within 6 months	within 24 months	18
6 Detailed proposals for pilot water basin	Activity1	Others	Fundamental	within 6 months	within 24 months	18
7 Development of the concept of a model of transport traffic in Uzhhorod	Activity2	Others	Fundamental	within 1 months	within 6 months	5
8 Public hearing	Activity2	Others	Fundamental	within 6 months	within 24 months	18
9 Development of projects of individual transport hubs and measures to implement the concept	Activity2	Others	Fundamental	within 6 months	within 24 months	18
10 Survey of population on awareness	Activity3	Publicity-related	Essential	within 12 months	within 24 months	12
11 Production of promo materials	Activity3	Publicity-related	Essential	within 12 months	within 36 months	24
12 Video film	Activity3	Publicity-related	Essential	within 12 months	within 36 months	24
13 Workshops for public	Activity3	Publicity-related	Fundamental	within 12 months	within 36 months	24
14 Starting conference	Project Management	Publicity-related	Essential	within 1 months	within 6 months	5
15 Final conference	Project Management	Publicity-related	Essential	within 24 months	within 36 months	12
16 Project management	Project Management	Others	Fundamental	within 1 months	within 36 months	35
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## 6. Legal issues

### 6.1 Project compliance with the relevant legislation and strategic documents

The EU works closely with other countries and regions to advance dialogue and cooperation on climate change. Climate action is an integral part of the EU's foreign policy agenda. Through climate diplomacy and cooperation initiatives, the EU aims to build political will and trust to advance global action, ensure the effectiveness of development cooperation, and build capacity to support partner countries in their efforts.

Areas of cooperation:

- Dialogue and cooperation on climate policy development and implementation under the UN climate convention and other international fora
  - Sharing expertise – e.g. through bilateral and multilateral cooperation initiatives on emissions trading
  - Supporting countries in their efforts to tackle climate change and adapt to its impacts
  - Development cooperation on issues such as adaptation, mitigation, disaster risk reduction and desertification
  - Supporting the transfer of technology and research collaboration
- The Commission has bilateral arrangements with key partners and works with a number of regional organisations, including Other UNFCCC Annex I countries – e.g. Russia, Ukraine.

Project is in line with:

- Adaptation to Climate Change
- Council conclusions on the EU Adaptation Strategy
- EU Adaptation Strategy Package
- White Paper on adapting to climate change
- Impact assessment on the White Paper on adapting to climate change (incl. Executive summary of the impact assessment)

### 6.2 Proprietary relations to real estate and property that is the object of the project

not relevant

### 6.3 Permits necessary for project implementation

For project, no permit and certificate is necessary.



## 7. Communication plan

The main objective of the publicity is to raise awareness of the general public, the media, professional community and especially the target group about the project activities and its support from the financial mechanism, about the existence of the financial mechanism, the program and its objectives. Specific objectives:

- Ensure adequate awareness of target groups for the purpose of their involvement resp. participation in the project activities.
- Ensure effective publicity tool for financial support mechanisms, partners and project outcomes or results.
- Ensure effective dissemination of project results and impacts.

**Media:** Media will be informed through press releases and press conferences about project events and completion of the project. 2 press conferences will be organized – after the start of the project, and during the final conference.

**General public:** We plan to reach the general public with the information on the implementation of the project events on social networks and websites of beneficiary and partners. Digital tools will be also used.

**Experts, decision makers, local partners:** The selected communication tools are designed not only to inform about the project but especially to address the target group to participate in the project activities: Prior to the event: e-mails, a campaign on social networks and via the websites of the applicant and partners, after the event: press release or journalists participation, article on relevant web pages.

**Local stakeholders:** During meetings with local stakeholders, participants will be informed about the project implementation, its objectives and activities with the aim of their potential involvement in the implementation of project activities.

All outcomes prepared within the project will include publicity measures under the current publicity rules in force defined in the guideline for the project implementation. Under these rules an information will be given about the implementation of the project thanks to the support of the EEA grants and the state budget of Slovak Republic.

Key information activities are:

Within the website of the project beneficiary a separate sub-page of the project will be created. It will inform public about the basic information about the project and its objectives, contact information of the project beneficiary, will include partners' webpages, the placement of a visible link to the programme website and the financial mechanism websites ([www.eeagrants.sk](http://www.eeagrants.sk)). Partners' webpages will also include information on the progress of the project, updates and pictures about the progress in the implementation of project activities. The information will be in Slovak, Ukrainian and English languages (project contains cross-border cooperation). On the webpages of the partners information about the project will also be placed with a link to the aforementioned separate sub-page of the project.

List of communication activities:

- one launching conference; one closing conference;
- creation and updates of a web-site;
- press release and introductory press conference;
- press releases and press conferences prior to events;
- press release and final press conference.
- seminars / workshops organised in the frame of the project

Project beneficiary will be responsible for the coordination of information and publicity measures. Each partner will be responsible for compliance with the publicity and information rules within the activities for which they are responsible:

Project beneficiary and all partners: introductory and press releases and the conference, webpage, organising of starting and final conference and other events; implementing of necessary publicity items into materials produced.

All marketing activities will be also using disclaimers and logos in line with publicity manual.

8. Risks and risks management						
Risk description	Type	Likelihood	Consequence	Risk score	Response to risk	Description of response
Low interest of the target group to participate in project activities	Programmatic	Unlikely	Serious	2,45	Mitigate	Efficient promotion of all planned events, involvement of local stakeholders, etc.
Delayed processes of public procurement	Operational	Very unlikely	Moderate	1,41	Mitigate	Planning a sufficient time reserve for implementation of activities
Difficulties with financial coverage of activities between the advance payment approval and its reimbursement and providing next payment	Operational	Unlikely	Moderate	2	Accept	All partners of the project with financial participation in the project are organizations that are stabilized and experienced in this kind of funding.
Missing capacity and skills of project team members to manage the project	Operational	Very unlikely	Serious	1,73	Mitigate	High quality management team of partners will ease the process of management.
Missing skills and capacity of partners' staff to coordinate and organize the events and activities	Operational	Unlikely	Minimal	1,41	Mitigate	Most of the proposed activities were already implemented by project partners. This risk will be partly resolved also by good management.
Communication failure among partners. Communication barriers due to the language (partners from Ukraine)	Operational	Very unlikely	Moderate	1,41	Accept	A communication strategy will be adopted. Team members are able to communicate in English, Slovak, Ukrainian. For events, interpreters will be hired.
Non-use of received knowledge and possibilities in the defined sphere by potential target groups	Programmatic	Likely	Serious	3	Transfer / share	Not only education, but motivation and promotion of ideas and solutions will be a part of communication activities.

## 9. Cross-cutting issues

Policy markers (see guidance in the Results Reporting Guide)	
Gender equality	Relevant
Roma inclusion and empowerment	Relevant
Social inclusion of vulnerable groups other than Roma	Non-applicable
Anti-discrimination	Fundamental
Transparency and anti-corruption	Fundamental
<p>Gender equality: This project does not directly contribute to gender equality application. However in case of soft activities the principle of equal selection of staff will be applied.</p> <p>Roma inclusion and empowerment: The project does not directly contribute to Roma inclusion but impact of the Climate change to poor and marginalised people is very serious. So adaptation strategies have to consider this aspect.</p> <p>Social inclusion of vulnerable groups other than Roma: Project has neutral impact on this issue.</p> <p>Anti-discrimination: The project does contribute to anti-discrimination, since everyone without exception can download and use prepared outputs, join events and use received information in decision making and public participation.</p> <p>Transparency and anti-corruption: Lack of data, lack of information is good soil for corruption also in the area of environment and climate change policies. For example large investments in flood protection can be discussed efficiently in case, people have information about alternative and much cheaper solutions in country and forests. The project implements transparent and proven forms of management. All partners of the project will participate in the project co-ordination and will use efficient communication scheme (electronic communication: e-mail and e-phone) that either save resources and time of the participants and enable transfer of huge volumes of data. Important element of transparency is the publicity plan (particularly the access of all partners to the webpage and project documents) as well as the provision of space for visibility of each partner, including shared ownership of outputs and outcomes of the project.</p>	

## 10. Project Revenues and Sustainability

### 10.1 Costs and Revenues

Are real estate investments included in the Project eligible costs (purchase, reconstruction)?

No

Minimum project sustainability period following the Final Project Report approval

3 years

Fill in the table and identify the estimated project costs and revenues during the entire period of the project sustainability

COSTS	YEAR					TOTAL
	N	N+1	N+2	N+3	N+4	
Labour Costs	1200	1200	1200	1200	1200	6000
Running Costs						0
Investment Costs						0
Other - specify						0
Other - specify						0
Other - specify						0
Other - specify						0
Other - specify						0
TOTAL	1200	1200	1200	1200	1200	6000
REVENUES	YEAR					TOTAL
	N	N+1	N+2	N+3	N+4	
Revenues from selling goods and services						0
Property revenues						0
Rental revenues						0
Grants and donations received						0
Other - specify						0
Other - specify						0
Other - specify						0
Other - specify						0
TOTAL	0	0	0	0	0	0

### 10.2 Sources of financing the sustainability of project outputs

Costs related to sustainability are related to:

- The continuation of established education and awareness raising events.
- Implementation of prepared plans and strategies
- Realisation of proposed measurements and activities

Related costs will be financed from the budget of project partners mainly from public sector.

11. Application annexes			
11.1. Compulsory annexes to be submitted along with the project application			
#	Title	Prescribed Form	Document submitted
1	Project Budget as templated in the Project Application Form.	Yes	Yes
2	Partnership Statement, Letter of Intent or other similar document proving the interest of the applicant and its partner to jointly implement the Project, signed by the mandatory partner	No	Yes
3	Cross-border cooperation activities plan	Yes	Yes
11.2. List of optional annexes			
1	Details of activities planned in the frame of CLIMADAM project		
2			
3			
4			
Notes			
<p>Focus on the reasons why some of the compulsory annexes are missing. Delete the pre-typed text. Do not exceed the fixed size of the form.</p>			

## 12. List of consultants

The following consultants have been involved in the preparation of this Project Application:

#	Name	Position	Organisation
1	Jaroslav Tešliar	director	Agency for the Support of Regional Development Košice
2	Mykola Piguliak	chief architector	Department of Urban planning
3	Nataliya Kablak	project manager	Institute of Development of Carpathian Region
4	Marcela Jokeľová	project manager for Country revitalisation programme	Košice Self-Governing Region
5	Michal Kravčík	member of regional parliament of Košice region	Košice Self-Governing Region
6	Stanislav Dobrotka	vice-director for operation and technology	Slovak Water management Company
7			
8			

### 13. Statutory declaration

I hereby declare that I am duly authorized to submit this Project Application (hereinafter referred to as "Application") in the name of my organization and that I had thoroughly reviewed all statements and information provided herein and that they are true, correct and accurate. I confirm that this Project will be carried out as described in this Application and that the grant requested reflects correctly what is reasonably needed as a minimum for the Project to proceed and to be completed.

I hereby declare that if the Project is supported, the Government Office of the Slovak Republic and the FMO may publish the summary of the Project and/or any information contained in this Application that they deem necessary under their sole discretion on their web sites.

By signing the application, I request granting the first advance payment in accordance with the terms of the call.

I hereby declare that any documents required to be submitted before the conclusion of the Project Contract shall be submitted and will be submitted accurately, correctly and without changing any of the data.

I hereby declare that all the results of the Project shall be available to the public during the in-force period of the Project Contract and under the terms specified in the Project Contract. In this regard, I hereby declare that I accept full responsibility for the settlement of all claims related to but not limited to the publication of these results and/or this Application, so their disclosure cannot be considered as a breach of the relevant legislation, for example the Copyright Act, Commercial Code and the Law on Personal Data Protection. To this end, by submitting this Application I also consent to the Privacy Statement listed in Annex 1 to the Guideline for Applicant. My organization shall defend the Government Office of the Slovak Republic and hold harmless against any third party claims that relating to but not limited to the publication of the above mentioned.

**I hereby declare that the applicant and the partners:**

- have settled financial relations with the state budget;
- do not have tax liabilities;
- do not have health insurance, social insurance and retirement savings liabilities;
- did not violate the prohibition of illegal work and illegal employment under special legislation for the period of its effectiveness (1 April 2005) and in case of illegal employment of foreigner under § 2. 2 point. c) of Act. 82/2005 Z. z. on illegal work and illegal employment and amending certain acts for a period of five years from the violation of this prohibition

I hereby declare that no significant change shall occur in the period from the submission of the Application until the conclusion of the Project Contract, which:

- a) affects the nature of the Project or its implementation, or which provides an unfair advantage to any entity
- b) relates to the change in the ownership of an infrastructural item or a part of it, or the abortion of production activities.

I am aware that in case of violation of this declaration or these declarations, the grant may not be granted and thus the Government Office of the Slovak Republic is entitled to request the entire amount of the grant provided. By submitting this Application I consent to this Declaration and to all of the above mentioned (even, if the Application is not signed).

	Statutory	Second statutory, if needed
Name	Jaroslav Tešlar	
Signature (and stamp), if relevant		
Job Position	director	
Date	<div>Day</div> <div>16</div> <div>Month</div> <div>10</div> <div>Year</div> <div>2020</div>	<div>Day</div> <div></div> <div>Month</div> <div></div> <div>Year</div> <div></div>

## Annex 2 to Partnership Agreement\* – Budget of partner1

\*Partnership Agreement between:

Lead partner: Agency for the Support of Regional Development Kosice; Strojarenska 3, 04001 Kosice, Slovakia; Organisation ID: 31257402

Partner1: Department of Urban Development and Architecture; Narodna pl. 4, 88008 Uzhhorod, Ukraine; Organisation ID: 35663526

### Budget of partner Department of Urban Development and Architecture (Partner1)

Direct expenditure = 99 759 €

Indirect Costs = 0 €

Expenditure Item	Unit	Quantity	Unit Cost	Total Amount	Type of Expenditure	Activity	Budget Heading	Comments
ArcGIS Spatial Analyst for Desktop	piece	2	1000	2000	Consumables and supplies	Activity1	Current expenses - other	Software necessary for GIS analysis, which is part of Adaptation strategy
ArcGIS Data Interoperability for Desktop	piece	1	3000	3000	Consumables and supplies	Activity1	Current expenses - other	Software necessary for GIS analysis, which is part of Adaptation strategy
Gathering hydrological and meteorological data	set	1	34635	34635	Costs entailed by other contracts	Activity1	Current expenses - other	Input necessary for climate change adaptation strategy - analytical part
Gathering indicators of climate change sensitivity	set	1	21900	21900	Costs entailed by other contracts	Activity1	Current expenses - other	Input necessary for climate change adaptation strategy - analytical part
Development of the Strategy concept	set	1	18851	18851	Costs entailed by other contracts	Activity1	Current expenses - other	Development of the concept will be also ordered as external service from expert (scientific) organization after public procurement
Gathering and analyzing floods data	set	1	10000	10000	Costs entailed by other contracts	Activity1	Current expenses - other	Input necessary for climate change adaptation strategy - analytical part
Travels of team members to Slovakia	travels	1	5000	5000	Travel and subsistence allowances for staff	Project Management	Current expenses - travel	Travelling of UA experts and project management team to SK -for workshops, working meetings, conferences, consultations
Audit of expenditures of UA partner	set	1	1500	1500	Costs entailed by other contracts	Project Management	Current expenses - other	Services of certified auditor - audit (expenditure evaluation)
Small equipment and consumables	set	1	2873	2873	Consumables and supplies	Activity1	Current expenses - office equipment	desktop computer; multifunctional printer; stationery; refilling the printer cartridge; flash memories