

2021003282

**Amendment to the
Partnership Agreement
for
donor partnership projects N°2**

between

Municipality of Košice

Trieda SNP 48/A, 040 11 Košice, Slovakia

ID: 00691135, tax ID: 2021186904

Represented by Ing. Jaroslav Polaček, city mayor

hereinafter referred to as the "Project Promoter"

and

International cooperation department of Kharkiv City Council

Konstytutsii sq. 7, 61003 Kharkiv, Ukraine

ID: 37458823, tax ID: 37458823

Represented by Viktor Rud

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 "Cities in the Enlarged
European Area: Joint Development of Capacities of Public
Institutions by Slovak-Ukrainian Cross-border Cooperation
and Improving Integrity in Public Affairs (CEEA)"
funded under the EEA Financial Mechanism 2014-2021 Programme
"Cross-border Cooperation/Good governance, Accountable Institutions,
Transparency"**

1. The Parties specified in Partnership Agreement no. 2020002271 signed on 28th October 2020 (hereinafter referred to as "the Agreement"), have concluded this Partnership Agreement with the aim to implement together the project called "**Cities in the Enlarged European Area: Joint Development of Capacities of Public Institutions by Slovak-Ukrainian Cross-border Cooperation and Improving Integrity in Public Affairs (CEEAA)**" (hereinafter referred to as "the Project").
2. The Parties, by signing this Amendment, have agreed to amend Article 7 of the Agreement, which shall be replaced by the following:

Article 7

Financial management and payment arrangements

1. *Payment of the project grant share to the Project Partner shall take the form of: advance payment, interim payments and payment of the final balance. (reimbursement of incurred expenditure)*
2. *Maximum amount of the first advance payment represents EUR 10 850.*
3. *The advance payment and the interim payments to the Project Partner shall be made no later than 7 working days of the crediting of the advance/interim payment from the Programme to the Project Promoter's bank account.*
4. *Interim payments shall be paid after approval of the Interim Project Report if more than 50% of the payments provided have been settled. The percentage distribution of interim payments is as follows: First interim payment – 30%, Second interim payment – 25%, Third interim payment – 20%. After the approval of the Interim project report, the Project partner shall fill in the Payment claim form (Template in Annex 5), as a precondition of another interim payment. Payment claims shall be submitted to the Project Promoter until the deadlines stated in Article 9 of the Regulation, along with a confirmation from the responsible person within the Project Partner, e.g. Project Manager, that the claimed expenditures are in accordance with the principles and rules set forth in this Agreement.*
5. *Payment of the final balance shall be made after the approval of the final project report. The crediting of the final payment to the Project Partner's account depends on the result of the final project report. In case the Project Partner is entitled to credit the payment of the final balance to the account, this will be done no later than 15 working days from the date of crediting the payment of the final balance resulting from the final payment to the account of the Project Promoter.*
6. *All amounts shall be denominated in currency euro. The conversion exchange rate for establishing incurred expenditure in the local currency of the Project Partner is set by the Programme Operator. This will normally follow a methodology whereby expenditure incurred by the partner, in any other currency, shall be converted into the reporting currency according to the valid exchange rate as recorded by the European Central Bank,*

valid on the day/month in which the expenditure was incurred. The exchange rate risk bears the Project Partner.

*7. Payments to the Project Partner shall be made to the Project Partner's bank account denominated in **currency euro**, identified as follows:*

8. The bank account of the Project Partner must be established as a special, non-interest-bearing account in accordance with the requirements of the System of financing and financial management of EEA Financial Mechanism 2014 - 2021, determined depending on the legal form of a Partner.

9. Payments shall be deemed to have been made on the date on which the Project Promoter's account is debited.

10. The Project Partner undertakes to use the Project Grant only for a reimbursement of the Eligible Expenditures in the amount and to the extent according to this Agreement, the Project Contract and the current version of the Project Application and in compliance with the EEA FM Legal Framework, and Implementation Rules. Each Partner undertakes to observe the eligibility criteria set out in the Project Contract, EEA FM Framework and in the Implementation Rules."

11. The project partner will transfer the received payments from the bank account according to point 8. of this Article to the bank account denominated in currency euro, identified as follows:

The Project Partner will be make payments from the bank account which is given of this point.

3. To the List of Annexes of the Agreement has been added Annex 7: Amendment to the Project Contract.
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This Agreement has been prepared in four originals, of which the Project Promoter has received three and the Project Partner one.

For the Project Promoter

Signed in Košice on 10. 12. 2021

For the Project Partner

Signed in Kharkiv on 08. 11. 2021

Jaroslav Poláček
Mayor of the City of Košice

Rud Viktor Oleksandrovich
Director of International
Cooperation Department of Kharkiv City
Council