

## Interreg VI-A Hungary-Croatia Programme 2021-2027



### Statement of the Lead Partner<sup>1</sup>

<b>Project acronym</b>	
<b>Name of Lead Partner</b>	

I, the Undersigned, being the legally authorised representative of the Lead Partner organisation, being fully aware that providing false statements in present Statement constitutes an offence according to the penal code, hereby declare the following:

#### 1. General stipulations

- 1.1 Attached to present Statement the Lead Partner submits an application requesting subsidy for its (and its fellow Partner's or Partners') abovementioned project from EU contribution (and matching state contribution) assigned to the Interreg VI-A Hungary-Croatia Programme 2021-2027.
- 1.2 The Lead Partner confirms that the application submitted for funding is a thoroughly planned and prepared operation and that during the project generation phase (especially while planning the project budget) the principles of economy and focus have been closely observed.
- 1.3 By signing the present Statement, the Lead Partner certifies that its organisation:
  - a) has the adequate legal, financial and operational capacity to complete the proposed project, including the capacity of project pre-financing;
  - b) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an agreement with creditors, has not suspended business activities, is not subject of proceedings concerning those matters, nor is

---

<sup>1</sup> This Statement must be printed and certified by the legally authorised representative of the Lead Partner organisation, and then be scanned and uploaded as a PDF into INTERREG+. The text of the Statement, except for parts where applicants' input is requested, must not be altered in any way!

it in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- c) has not been convicted of an offence concerning its professional conduct by a judgement which has the force of '*res iudicata*' (i.e. against which no appeal is possible);
- d) has not been guilty of grave professional misconduct proven by any means;
- e) has fulfilled all obligations relating to the payment of debts to the consolidated state budget;
- f) has not been the subject of a judgement which has the force of '*res iudicata*' for fraud, corruption, involvement in a criminal organisation or for any other illegal activity detrimental to the EU's or the participating countries' financial interests;
- g) has not been declared to be in serious breach of contract for failure to comply with their contractual obligations in connection with a procurement procedure or other award procedure financed by the EU or national budget;
- h) was and is not subject to a conflict of interests connected to its participation in the present Call for Proposals;
- i) was and is not guilty of misrepresentation in supplying the information required by the Managing Authority / the Hungarian or the Croatian National Authority as a condition of participation in the Call for Proposals or in failing to supply information;
- j) has not attempted and does not attempt to obtain confidential information or to influence the Monitoring Committee or the Managing Authority during the assessment process of the current or a previous call for proposals of the Hungary-Croatia Interreg Programmes;
- k) will act according to the provisions of the relevant EU regulations, programme- and national rules, especially regarding sustainable development, equal opportunities and non-discrimination and gender equality;
- l) will act according to EU Taxonomy criteria and the financed activities will not have harmful impact on the environment (they are compliant with Do No Significant Harm principle);
- m) commits itself to complying with the relevant public procurement rules.

1.4 The Lead Partner confirms that sufficient publicity will be given to the implementation of the EU- (and state contribution) funded project in order to attract the attention of potential recipients of EU contribution and to increase the public's awareness of the EU's role in funding the project.

1.5 The Lead Partner agrees that organisations of the programme implementing structure of the Interreg VI-A Hungary-Croatia Programme 2021-2027 may

- a) collect data and information necessary for the processing of the application and may, with the help of own or acquired automated data processing systems, handle, use, transmit and delete relevant data, furthermore they may consult

and contract third parties, bound by a pledge of secrecy, for the assessment of the application and the annexed documents;

- b) if necessary, share data included in the application with organisations responsible for the national level co-ordination and management of EU- and other subsidy systems;
- c) request additional data or documents related to the application or the project partnership for the purposes of project assessment and selection;
- d) in the event of the application being approved, publish the name and address of the organisation and of its partners, furthermore the amount awarded and the rate of funding.

- 1.6 The Lead Partner, by submitting the application to the present Call for Proposals, duly consents to the fact that the Data Processor (R&R Software Zrt.) will manage all the personal data included in the application package and provided in the contracting or project implementation phase, in particular with regard to the data managed in the INTERREG+ system.

Hungarian Act CXII of 2011 on the Right to informational self-determination and on the freedom of information shall apply to the protection of personal data and to the disclosure of information of public interest. The data are managed upon the voluntary consent of the Lead Partner, according to Paragraph (1) of Article 5 of the above-mentioned Act.

- 1.7 The Lead Partner agrees with all corresponding project controls, including on-the-spot checks by national and EU institutions, and also agrees with permitting controls on its premises.

## **2. Financial stipulations**

- 2.1 The Lead Partner declares that the present project (or any part thereof) does not receive funding from other EU, national or international financial sources and that the application has not been submitted for funding to other programmes.
- 2.2 The Lead Partner furthermore declares that all financial information is accurately stated in the application and that expenditure will incur in accordance with the provisions of Regulation (EU) 2021/1060 of the European Parliament and of the Council, Regulation (EU) 2021/1059 and other relevant EU regulations, the respective national rules and the rules set out in the Programme's documents (such as the Eligibility of Expenditures).
- 2.3 The Lead Partner guarantees the sound financial management of the funding allocated to the project, including the signature and respect by all Project Partners included in the Partnership Agreement, the arrangements for recovering amounts unduly paid, as well as the maintenance of an adequate and reliable accounting and storage system at all levels within the project.

### 3. Stipulations in connection to the project partnership

- 3.1 The Lead Partner confirms that its organisation will take on the role of the Lead Partner, with all the responsibilities assigned to it, both financial and professional, such as the responsibility for ensuring the implementation of the entire project (including the overall coordination, management and implementation of the project and the managing of the funds to be received), furthermore it confirms that all Project Partners listed in the application are committed to take part in the project activities as described in the application.
- 3.2 The Lead Partner agrees on and accepts all the conditions stated in the Eligibility of Expenditures document, in the relevant Call for Proposals, its Guidelines for Applicants and in the application package, including the project assessment and selection procedure. If selected for a subsidy, the Lead Partner is in a position to deliver, upon request and within the deadline to be set, any supporting documents necessary for the stipulation of the Subsidy Contract for the EU Contribution.
- 3.3 The Lead Partner undertakes to comply with the obligations foreseen in the model Partnership Agreement and with the principles of good partnership practice. The Lead Partner declares that it is directly responsible for the preparation, management and implementation of the project with its fellow Project Partners and is not acting as intermediary.
- 3.4 The Lead Partner declares that all Project Partners in the application and receiving funding from the Programme are aware of the conditions of eligibility and of the programme procedures regarding the reimbursement of the EU funding.

### 4. Stipulations connected to own contribution

The Lead Partner declares that it provides the following own contribution to its project part:

<b>Total costs of the Lead Partner's project part</b>	, - EUR
<b>Amount of own contribution provided by the Lead Partner for its project part</b>	, - EUR <sup>2</sup>

---

<sup>2</sup> If your organisation belongs to the category of Hungarian central state budgetary organisation, including those companies which are owned exclusively by the Hungarian state, directly or indirectly, and including asset management foundations established by the state or legal entities maintained by such a foundation, please write 'Not relevant' into this cell (and delete ', - EUR').

## 5. Stipulations connected to Value Added Tax (VAT) status<sup>3</sup>

The Lead Partner declares the following:

1. Value added taxes are not recoverable under any means by the ... (name of the Lead Partner).

Total gross costs (total net costs + total VAT) can be considered.

2. Value added taxes are in general recoverable by the ... (name of the Lead Partner) but they cannot be reclaimed for this given project.

Total gross costs (total net costs + total unrecoverable VAT) can be considered.

3. Value added taxes are recoverable by the ... (name of the Lead Partner) and will be reclaimed for this given project.

Total net costs can be considered.

## 6. Stipulations related to State aid rules

The Lead Partner declares that the results<sup>4</sup> of the project and the services provided in the frame of the project are free of charge, under equal conditions available to anybody, except the following case(s)<sup>5</sup>:

1. ... (name of the result/service); ... (activity(s) in the application); ... (affected costs in the budget);
2. ... (name of the result/service); ... (activity(s) in the application); ... (affected costs in the budget);
3. ... (name of the result/service); ... (activity(s) in the application); ... (affected costs in the budget);

...

---

<sup>3</sup> Please note that only one of the three options should be filled in, depending on the tax paying position of the Lead Partner. Before printing please delete the other two text boxes not relevant for you!

<sup>4</sup> E.g. typical project results are: books, studies, databases, conferences, trainings, festivals etc.

<sup>5</sup> Results, service(s) and respective activity(s) of the project have to be named in line with the application; affected costs in the budget of the project part have to be indicated.

Furthermore the Lead Partner declares that the results of the project will not be sold by any means. It takes cognizance of the fact that for the costs connected to the above-mentioned result(s) / service(s) only *de minimis* aid can be granted.<sup>6</sup>

## 7. Stipulations concerning *de minimis* aid

The Lead Partner declares<sup>7</sup> that they and all other entities belonging to the same company group as the organisation<sup>8</sup>

**a) have received *de minimis* aid** according to Commission Regulation (EC) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union on *de minimis* aid, during the previous two fiscal years and the current fiscal year, **a total of**

... EUR <sup>9</sup>
----------------------

or

**b) have not received *de minimis* aid** according to Commission Regulation (EC) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on *de minimis* aid, during the previous two fiscal years and the current fiscal year.

## 8. Certification

With his/her signature the legally authorised representative of the Lead Partner certifies that the data and statements provided are complete, true and actual, furthermore that the provisions of the present Call for Proposals, its Guidelines for Applicants and the application pack, furthermore the Eligibility of Expenditure have been noted and respected. Any relevant changes to the data provided in the application are subject to immediate notification by the Lead Partner.

---

<sup>6</sup> In special cases other State aid rules – other than *de minimis* aid – can be applied to the project part as well, but (1) the different types of aid can only be mixed within the project part if the aid intensity is the same; (2) it has to be considered that aid intensity can be significantly lower when other than *de minimis* aid is granted to the project – for the detailed rules please consult the Eligibility of Expenditures document.

<sup>7</sup> If the Lead Partner does not assert the *de minimis* aid in the Statement of the Lead Partner, and if the LP tab in the application does not contain relevant information in the section about financial capacity, a separate statement about the awarded *de minimis* grant in the current and the previous two financial years in Euro will be requested.

<sup>8</sup> For the definition of which group of undertakings is considered as a single undertaking (and therefore belonging to the same company group), please refer to Article 2 (2) of the *de minimis* regulation.

<sup>9</sup> If Point a) is relevant in your case, please fill in the relevant amount and delete Point b) entirely. If Point b) is relevant for you, please delete Point a) entirely.

Date	
Place	
Signature	
Name and position	