GRANT CONTRACT
- EXTERNAL ACTIONS OF THE EUROPEAN UNION -

IPBU.01.02.00-18-353/11-00

Minister Rozwoju Regionalnego (Minister of Regional Development of Poland)
2/4 Wspólna Street
00-926 Warsaw, Poland

acting as the Joint Managing Authority for the Poland-Belarus-Ukraine ENPI Cross-Border Cooperation Programme 2007-2013, acting as the Contracting Authority in terms of PRAG of Cross-border Cooperation Programme ("the JMA"), represented by Iwona Brol, the Director of Territorial Cooperation Department of the Ministry of Regional Development of Poland of the one part,

and

Gmina Horynec-Zdrój (Commune Horynec-Zdrój)
Jednostka samorządu terytorialnego
5 Przyjaźni Avenue
37-620 Horynec-Zdrój, Poland
REGON: 650900677
NIP: 793-15-06-484
(the "Beneficiary")

represented by Ryszard Urban, Wójt Gminy (Mayor of the Commune) and Renata Petryniak, Skarbnik Gminy (Treasurer of the Commune) basing on the Legal Entities Form dated January 07th, 2013 (attached Annex XI)

of the other part,

have agreed as follows:

Special conditions

Article 1 - Purpose

1.1 The purpose of this contract is the award of a grant by the JMA for the implementation of the Action entitled: The development of spa towns Horynec-Zdrój and Morshyn chance to activation of the Polish-Ukrainian border ("the Action") described in Annex I. The grant is financed from the European Neighbourhood and Partnership Instrument in the framework of the Cross-Border Cooperation Programme Poland-Belarus-Ukraine 2007-2013.

1.2 The Contract is signed in accordance with the award decision of the Joint Monitoring Committee (the JMC) of the Cross-Border Cooperation Programme Poland–Belarus–Ukraine 2007-2013 that took place 13-14 November 2012 in Kazimierz Dolny (Poland).

1.3 The Beneficiary will be awarded the grant on the terms and conditions set out in this contract, which consists of these special conditions ("Special Conditions") and the annexes, which the Beneficiary hereby declares it has noted and accepted.

1.4 The Beneficiary accepts the grant and undertakes to carry out the Action under its own responsibility
Article 2 - Implementation period of the Action

2.1 This contract shall enter into force on the date when the last of the two Parties signs. The Beneficiary undertakes to sign the contract within 30 days from the date of its receipt from the JMA.

2.2 Implementation of the Action shall begin on:
the day following that on which the last of the two Parties signs

2.3 The Action's implementation period, as laid down in Annex I, is 24 months

2.4 The execution period of this contract will end at the moment when final payment is paid by the JMA and in any case at the latest 24 months as from the end of the implementation period as stipulated in art 2.3 above.

Article 3 - Financing the Action

3.1 The total eligible cost of the Action is estimated at 4.344.637,56 EURO (four million three hundred forty four thousand six hundred thirty seven euro and fifty six eurocents), as set out in Annex III.

3.2 The JMA undertakes to finance a maximum of 3.910.173,80 EURO (three million nine hundred ten thousand one hundred seventy three euro and eighty eurocents), equivalent to 90% of the estimated total eligible cost of the Action. The final amount of JMA's contribution shall be established in accordance with Articles 14 and 17 of Annex II.

3.3 Pursuant to Article 14.4 of the Annex II, 0% of the final amount of direct eligible costs of the Action established in accordance with Articles 14 and 17 of the Annex II, may be claimed by the beneficiary as indirect costs.

3.4 The Beneficiary (Lead partner) and his Partners ensure co-financing which accounts for minimum 10% of the equivalent estimated total eligible cost of the Action, specified in paragraph 3.1. The final amount shall be established in accordance with Article 14 and 17 of Annex II.

In addition, the Beneficiary and his Partners are responsible for covering all the costs that make a balance between all incurred costs and costs accepted and paid by the JMA. In that respect, the Beneficiary and Partners must be aware that ineligible costs will not be treated as required minimum of 10% of co-financing

3.5 Pursuant to Article 14.6 of Annex II, the Regulation under which this contract is financed authorises payment of taxes, including VAT, in the case the Beneficiary or its partners cannot reclaim them and the applicable regulations do not forbid coverage of these taxes.

Article 4 - Narrative and financial reporting and payment arrangements

4.1 Narrative and financial reports shall be produced in support of payment requests, in compliance with Articles 2 and 15.1 of Annex II.

4.2 In addition to the Article 2.1 of Annex II the 4-months basis narrative reports on the Action shall be drawn up by the Beneficiary (Lead partner) in binding format (Annex VI) and submitted to the Joint Technical Secretariat (hereinafter called JTS). If there is an overlapping between the dates when the 4-months basis narrative report and the interim report or the final report, are due, only the interim or the final report shall be drawn up and submitted to the JTS.

4.3 Payments from JMA will be made on the Beneficiary's account nominated in EUR in accordance with the Financial Identification Form and with Article 15 of Annex II. Of the options referred to in Article 15.1, the following will apply:

Option 2b
First pre-financing instalment 1.173.052,14 EURO (one million one hundred seventy three thousand fifty two euro and fourteen eurocents) maximum 30% of the grant foreseen for the implementation of the Action as set out in Annex III and in article 3.2;
Second pre-financing instalment: **1 173 052,14 EURO** (one million one hundred seventy thousand five hundred twenty euro and fourteen eurocents) representing maximum 30% of the grant foreseen for the implementation of the Action as set out in Annex III and in article 3.2; (subject to the provisions of Annex II);

Third pre-financing instalment: **1 173 052,14 EURO** (one million one hundred seventy three thousand five hundred twenty euro and fourteen eurocents) representing maximum 30% of the grant foreseen for the implementation of the Action as set out in Annex III and in article 3.2; (subject to the provisions of Annex II);

Forecast final payment (representing at least 10% of the sum referred to in Annex III and in Article 3.2 as balance) (subject to the provisions of Annex II): **391 017,38 EURO** (three hundred ninety one thousand seventeen euro and thirty eight eurocents)

4.4 In case where the pre-financing installments are to be paid by the JMA, the first instalment of the pre-financing will be paid to the Beneficiary within 45 days, as from the date of reception by the JMA of the signed contract accompanied by:

- for the option 2b: approved request for payment conforming to the model in Annex V, to be supported by tender documentation1 (applicable only for further pre-financing installments), and a financial guarantee required under article 15.7 of the General Conditions.

4.5. The Beneficiary shall transfer without delay the corresponding amounts of the grant installments to the beneficiaries/partners as stipulated in the Partnership Agreement.


4.7 The exchange rate risk resulting from the conversion of national currencies into Euro and of Euro into national currencies is borne by the Beneficiary.

### Article 5: Contact addresses

5.1 Any communication relating to this contract must be in writing in English, state the number and name of the Action and be sent to the following addresses:

For the JMA

Ministry of Regional Development of Poland,
2/4 Wspólna Street
00-926 Warsaw, Poland

For the JTS

Joint Technical Secretariat for Cross-Border Cooperation Programme Poland - Belarus - Ukraine 2007-2013
Centre for European Projects
39a Domaniewska Street
02-672 Warsaw, Poland

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1 Tender documentation means all tender documents issued in accordance with national legislation and where applicable with PRAG (e.g. requests for offers, tender dossiers, tender/offfer evaluation reports, purchase/service orders, contract signed between the beneficiary/partners and contractors etc.). Tender documentation must be drafted in accordance with the best international practice.

2 Financial guarantee means: bank guarantee or bill of exchange with relevant declaration.
For the Beneficiary
Gmina Horyniec-Zdrój (Commune Horyniec-Zdrój)
5 Przyjaźni Avenue
37-620 Horyniec-Zdrój, Poland

5.2 The audit firm(s) which will carry out the verification(s) referred to in Article 15.6 of Annex II is Biuro Audytorskie Wojciech Sadowski, ul. Chopina 24/17, 20-023 Lublin, Tel/fax: 81 4691798.

Article 6 - Annexes

6.1 The following documents are annexed to these Special Conditions and form an integral part of the contract:

Annex I: Description of the Action (compliant with the project’s description in English – Annex D to Guidelines for Applicants)
Annex II: General Conditions applicable to European Community-financed grant contracts for external Actions
Annex III: Budget for the Action
Annex IV: Contract-award procedures
Annex V: Standard request for payment and financial identification form
Annex VI: Model narrative and financial reports
Annex VII: Model report of factual findings and terms of reference for an expenditure verification of an EC financed grant contract for external actions
Annex VIII: Model financial guarantee
Annex IX: Standard template for Transfer of Assets Ownership
Annex X: Authorization for the Joint Managing Authority’s representative
Annex XI: Legal Entities Form

6.2 In the event of conflict between the provisions of the Annexes and those of the Special Conditions, the provisions of the Special Conditions shall take precedence. In the event of conflict between the provisions of Annex II and those of the other annexes, those of Annex II shall take precedence.

Article 7 - Other specific conditions applying to the Action

7.1. The General Conditions are supplemented by the following:

7.1.1. The Article 1.3. is replaced as follows:

The Beneficiary shall act alone or in partnership with one or more non governmental organisations or other bodies identified in the Description of the Action. Partners take part in the implementation of the Action, and the costs they incur are eligible in the same way as those incurred by the Beneficiary.

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3 To be filled in only when no tendering procedures are required. In other cases this information will be provided after successful tender results approved by the JMA.
If the Beneficiary or, where applicable its partners, have to conclude contracts in order to carry out the Action, these may only cover a limited portion of the Action and shall respect the contract-award procedures and rules of nationality and origin set out in Annex IV of this Contract. In duly justified cases, the contracting limit does not apply to Actions focused on infrastructure and investment activities.

The bulk of the Action must, however, be undertaken by the Beneficiary and, where applicable, his partners.

The Beneficiary alone shall be accountable to the Contracting Authority for the implementation of the Action. It shall undertake that the conditions applicable to it under Articles 1, 3, 4, 5, 6, 7, 8, 10, 14, 16 and 17 shall also apply to its partners, and those applicable under Articles 1, 3, 4, 5, 6, 7, 8, 10 and 16 to all its contractors 4. It shall include provisions to that effect as appropriate in its contracts with them.

Where the award procedure or performance of the contract is vitiated by substantial errors or irregularities or by fraud attributable to the Beneficiary or its partners, the JMA may refuse to make payments or may recover amounts already paid, in proportion to the seriousness of the errors, irregularities or fraud. The JMA may also suspend payments in cases where there are suspected or established errors, irregularities or fraud committed by the Beneficiary in the performance of another contract funded by the general budget of the European Community or by budgets managed by it, which are likely to affect the performance of the present contract. Suspension shall take effect when the modification is sent by the JMA.

Where the Joint Managing Authority is unable to recover the debt within one year of issuing the recovery order and the recovery relates to a claim against a beneficiary or partner established in an EU Member State, the EU Member State in which the beneficiary or partner is established shall pay the amount owing to the Joint Managing Authority and claim it back from the beneficiary or partner.

Where the Joint Managing Authority is unable to recover the debt within one year of issuing the recovery order and the recovery relates to a claim against a beneficiary or partner established in a partner country the Joint Managing Authority shall refer the case to the European Commission, which, on the basis of a complete file, shall take over the task of recovering the amounts owing from the beneficiary or partner established in the partner country or directly from the national authorities of that country.

7.1.2. The Article 2.1 is replaced as follows:

“...”

4 Contractor” within the meaning of PRAG (version from November 2010) corresponds to the “subcontractor” within the meaning of the relevant Ukrainian legislation.
In case when the submitted obligatory documents contain obvious arithmetical or typing errors and at the same time these errors do not affect the amount of pre-financing payment or balance, the JTS and JMA shall be allowed to correct it after prior notification to the Beneficiary.

7.1.3 Article 2.5 of the General Conditions shall be replaced as follows:

If the Beneficiary fails to supply the JMA via JTS with a final report by the final report deadline laid down in Article 2.3 and fails to furnish an acceptable and sufficient written explanation of the reasons why it is unable to comply with this obligation, the JMA may terminate the Contract in accordance with Article 12.2 a) and recover the amounts already paid and not substantiated.

Furthermore, where payments are made in accordance with option 2 of Article 15.1 and the Beneficiary fails to present an interim report and a request for payment by the end of each twelve-month period following the date laid down in Article 2.2 of the Special Conditions, the Beneficiary must inform the Contracting Authority of the reasons why it is unable to do so, and provide a summary of progress in the Action. If the Beneficiary fails to comply with this obligation, the Contracting Authority may terminate the Contract in accordance with Article 12.2 a) and recover the amounts already paid and not substantiated.

7.1.4 The Article 6.1 is worded as follows:

Unless the European Commission agrees or requests otherwise, the Beneficiary must take all necessary steps to publicise the fact that the European Union has financed or co-financed the Action. Such measures must comply with the Communication and Visibility Manual for EU External Actions laid down and published by the European Commission, that can be found at: http://ec.europa.eu/europeaid/work/visibility/documents/communication_and_visibility_manual_en.pdf and with the provisions of the Poland-Belarus-Ukraine Cross-border Cooperation Programme 2007-2013.

7.1.5. The Article 6.2 is worded as follows:

In particular, the Beneficiary shall mention the Action and the European Union's financial contribution in information given to the final recipients of the Action, in its 4-months basis, internal and annual reports, and in any dealings with the media. It shall display Programme logo, and the EU logo wherever appropriate.

7.1.6. The Article 6.3 is worded as follows:

"Any notice or publication by the Beneficiary concerning the Action, including those given at a conference or seminar, must specify that the Action has received EU funding. Any publication by the Beneficiary, in whatever form and by whatever medium, including the internet, must include the following statement: "This document has been produced with the financial assistance of the European Union, under Cross-Border Cooperation Programme Poland – Belarus – Ukraine 2007-2013. The contents of this document are the sole responsibility of <Beneficiary's name> and can under no circumstances be regarded as reflecting the position of the European Union."

7.1.7. The article 7.3 is replaced as follows:

"Where a partner is located outside the Programme's eligible area and unless otherwise specified in the Special Conditions, the equipment, vehicles and supplies paid for by the Budget for the Action must be transferred to any local partners of the Beneficiary and/or the final beneficiaries of the Action, at the latest when submitting the final report. Copies of the proofs of transfers of equipments and vehicles, the purchase cost of which was more than EUR 5 000 per item, must be attached to the final report. Such proofs must be kept for control in all other cases".

7.1.8. The article 7 is supplemented by:

7.4 “The Beneficiary and its partners are responsible for use of equipment, paid from the Budget for purposes presented in the Description of the Action. In all cases the ownership and use of project’s outputs must be stated in the Partnership Agreement.”

7.1.9 Article 8 of the General Conditions shall be replaced as follows:

"If the JMA/JTS or the Commission carries out an interim or ex post evaluation or a monitoring mission, the Beneficiary shall undertake to provide it and/or the persons authorised by it with any
document or information which will assist with the evaluation or monitoring mission, and grant the access rights described in Article 16.2.”

7.1.10. Article 12 is supplemented by:
12.8 “The JMA has a right to ask the Beneficiary to terminate the contract signed with the Auditor in case the JMA has evidence of the Auditor's substantial errors, irregularities or failure to fulfill its obligations resulting from Annex VII.”

7.1.11. The Article 15.1 Option 3 is replaced as follows:

“Option 3 – applicable only at the request of the beneficiary,
In case of all activities the action will be pre-financed by the beneficiary/partners and the expenditure incurred will be reimbursed.
The grant shall be paid to the Beneficiary by the JMA in one payment within 45 days of the JMA approving the final report in accordance with Article 15.2, accompanied by:
- a request for payment of the balance conforming to the model in Annex V,
- an expenditure verification report if required under Article 15.6,
- tender documentation.”

7.2. The following derogations from the General Conditions shall apply:

7.2.1 Where the “Contracting Authority” is mentioned this refers to the Joint Managing Authority.

7.2.2 The following derogation from the Article 1.3 shall apply “In duly justified cases, the contract limit does not apply to Actions focused on infrastructure and investment activities”.

7.2.3. By derogation from Article 2.1 the following change has been introduced:

“The Beneficiary must provide the JMA via the JTS with all required information on implementation of the Action. To that end, the Beneficiary must draw up 4-months basis narrative report, interim reports and a final report. These reports shall consist of a narrative section and financial section and shall conform to the model in Annex VI. They shall cover the Action in whole, regardless of which part of it is financed by the JMA. Each report must provide a full account of all aspects of the Action's implementation for the period covered. In case where, in accordance with Article 15.6, no expenditure verification report is required the Beneficiary has to provide a narrative covering each item of expenditure incurred in the period covered by the report, and indicating each its title, amount, relevant heading in the Budget of the Action and the reference of the justifying document, is annexed to it. The proofs of the transfers of ownership referred to in Article 7.3 are annexed to the final report.”

7.2.4 By derogation from Article 2.2 the following change has been introduced:

“The JMA and the JTS may request additional information at any time and that information must be supplied within 30 days of the request.”

7.2.5 By derogation from Article 2.3 the following change has been introduced:

“The reports shall be drafted in the language of the Contract. They shall be submitted to the JMA via the JTS at the following intervals:
- if payments are made in accordance with option 1 or option 3 of Article 15.1: a single report shall be forwarded no later than three months after the implementation period defined in Article 2 of the Special Conditions;
- if payments are made in accordance with option 2 of Article 15.1:
  - an interim report must accompany every request for payment;
  - the final report shall be forwarded no later than three months after the implementation period as defined in Article 2 of the Special Conditions.
7.2.6. By derogation from Article 9.2 the following change has been introduced: “However, where the amendment to the Budget or Description of the Action does not affect the basic purpose of the Action and the financial impact is limited to a transfer between items within the same main budget heading including cancellation or introduction of an item, or a transfer between main budget headings involving a variation of 15% or less of the amount originally entered (or as modified by addendum) in relation to each concerned main heading for eligible costs, the Beneficiary may amend the budget and inform the JTS in writing in 7 working days after the change was introduced. This method may not be used to amend the headings for administrative costs or the contingency reserve”.

7.2.7. By derogation from Article 14.4, the following change has been introduced: “A fixed percentage not exceeding the percentage laid down in Article 3 of the Special Conditions of the total amount of direct eligible costs (excluding taxes) of the Action may be claimed as indirect costs to cover the administrative overheads incurred by the Beneficiary for the Action, save where the Beneficiary is in receipt of an operating grant financed from the EU budget. As a rule the flat-rate funding in respect of indirect costs does not need to be supported by accounting documents. However appropriate clarifications (e.g. applied methodology, list of expenditure, printouts from the bookkeeping system) will be required.”

7.2.8. The following derogations from Article 15.1 shall apply:

**Option 1:**

Applicable for soft actions with an implementation period not exceeding 12 months and where the financing provided by the JMA does not exceed EUR 300 000

The JMA will pay the grant to the Beneficiary in the following manner:

- pre-financing of 80% of the sum referred to in Article 3.2 of the Special Conditions following the provisions in Article 4.3 of the Special Conditions accompanied by:
  - a request for payment conforming to the model in Annex V;
  - a financial guarantee if required under Article 15.7;

- the balance within 45 days of the JMA approving the final report in accordance with Article 15.2, accompanied by a request for payment of the balance conforming to the model in Annex V, an expenditure verification report under Article 15.6 – model in Annex VII and tender documentation (if applicable).

**Option 2:**

Applicable for soft actions where the financing provided by the JMA is more than EUR 300 000 and for all investment and infrastructure actions.

2a/

The JMA shall pay the grant to the Beneficiary in the following manner:

- an initial pre-financing installment of 30% of the sum, as specified in Article 3.2 of the Special Conditions, following the provisions in Article 4.3 accompanied by:
  - a request for payment conforming to the model in Annex V,
  - a financial guarantee if required under Article 15.7;

- further pre-financing installments, representing maximum 40% of the amount specified in Article 3.2 of the Special Conditions within 45 days of the JMA approving an interim report in accordance with Article 15.2, accompanied by:
- a request for payment conforming to the model in Annex V,
- an expenditure verification report under Article 15.6 - model in Annex VII,
- a financial guarantee if required under Article 15.7;
- tender documentation (if applicable);

- the balance within 45 days of the JMA approving the final report in accordance with Article 15.2, accompanied by:
  - a request for payment of the balance conforming to the model in Annex V,
  - an expenditure verification report required under Article 15.6 - model in Annex VII;
  - remaining tender documentation (if applicable);

or

2b/

The JMA shall pay the grant to the Beneficiary in the following manner:

- an initial pre-financing installment of 30% of the sum, as specified in Article 3.2 of the Special Conditions, following the provisions in Article 4.3 accompanied by:
  - a request for payment conforming to the model in Annex V,
  - a financial guarantee if required under Article 15.7;

- Second pre-financing installment, representing maximum 30% of the amount specified in Article 3.2 of the Special Conditions within 45 days of the JMA approving an interim report in accordance with Article 15.2, accompanied by:
  - a request for payment conforming to the model in Annex V,
  - an expenditure verification report under Article 15.6 - model in Annex VII,
  - a financial guarantee if required under Article 15.7;
  - tender documentation (if applicable);

- Third pre-financing installment, representing maximum 30% of the amount specified in Article 3.2 of the Special Conditions within 45 days of the JMA approving an interim report in accordance with Article 15.2, accompanied by:
  - a request for payment conforming to the model in Annex V,
  - an expenditure verification report under Article 15.6 - model in Annex VII,
  - a financial guarantee if required under Article 15.7;
  - remaining tender documentation (if applicable);

- the balance within 45 days of the JMA approving the final report in accordance with Article 15.2, accompanied by:
  - a request for payment of the balance conforming to the model in Annex V,
  - an expenditure verification report required under Article 15.6 - model in Annex VII;
  - remaining tender documentation (if applicable);

7.2.9. By derogation to Article 15.6, this Article is reformulated into the following:

"A report on the verification of the Action's expenditure - conforming to the model in Annex V produced by the auditor who meets the specific conditions of the Terms of Reference of the expenditure verification - shall be attached to:

- any request for further pre-financing payments;"
7.3. Any final report;

The Beneficiary and its partners may have different auditors for each partner. Thus the Beneficiary will submit to the JMA via the JTS the report for a consolidated expenditure verification with all the factual findings from all auditors, conforming to the model in Annex VII. Each individual report will be attached to it as an annex."

The auditor examines whether the costs declared by the Beneficiary are real, accurately recorded and eligible in accordance with the Contract, as well as the revenue of the Action and issues an expenditure verification report conforming to the model in Annex VII.

The Beneficiary grants the auditor all access rights mentioned in Article 16.2.

The expenditure verification report accompanying a request for payment of the balance covers all expenditures not covered by any previous expenditure verification report.

Based on the consolidated expenditure verification report the JMA determines the total amount of eligible expenditure which may be deducted from the total sum of pre-financing under the Contract (clearance).

The JMA approves the payment requested and at the same time through the JTS informs the Beneficiary in writing if:

- any costs were considered as ineligible, with justification;
- the approved amount was reduced by ineligible costs or financial corrections or the deductions resulting from the recoveries of amounts unduly paid.

Where the Beneficiary is a government department or a public body, the JMA may exempt it from the expenditure verification requirement.

7.2.10. By derogation to Article 15.7, this Article is reformulated into the following:

15.7 If the total sum of pre-financing paid under the Contract is more than 80% of the Contract amount and exceeds EUR 60 000, its payment must be fully covered by a financial guarantee5. Where the Beneficiary is a non governmental organisation, such guarantee is requested if the total sum of pre-financing paid under the Contract is more than EUR 1 million or 90% of the Contract amount. The financial guarantee must be denominated in euro or local currency, conforming to the model in Annex VIII and, unless the Contracting Authority otherwise agrees, provided by an approved bank or financial institution established in one of the Member States of the European Union. This guarantee shall remain in force until its release by the JMA when the total amount of pre-financing under the Contract is settled or after payment of the balance.

This provision shall not apply if the Beneficiary is a government department or public body or an international organisation, unless otherwise stipulated in the Special Conditions. The payments owed by the Contracting Authority shall be made to the bank account or sub-account referred to in the financial identification form in Annex V, which identifies the funds paid by the Contracting Authority and allows the calculation of the interests produced by such funds. The funds paid to this account or sub-account shall, in accordance with the law of the State in which the account or sub-account is opened, yield interest or equivalent benefits. Such interest or benefits shall, if they are generated by pre-financing, be deducted from the payment of the balance or recovered by the Contracting Authority as specified in Article 15.9

In case of the initial pre-financing installment, the financial guarantee shall be submitted after signing the grant contract. The initial pre-financing installment will not be paid out before the document is received by the JMA.

7.3. Article 1 “General Principles” of Annex IV “Contract Award Procedures” is supplemented by the following phrases:

5 Financial guarantee means: bank guarantee or bill of exchange with relevant declaration
Tendering procedures at the level of action depend on the nationality of the beneficiar (lead partner) or of the partner launching the tender. The Joint Managing Authority and/or Technical Secretariat reserves the right to comment the tender process and documentation.

Beneficiaries (lead partners) and partners based in Poland:

The contract procedures have been described in detail in the Polish Procurement Law of January 2004 (published on 9th February 2004 in Dz. U. No. 19 pos. 177) and will be adhered to the following conditions:

All supplies and materials purchased under contracts financed under the Regulation 1638/2006 of the European Parliament and of the Council shall originate in the Community country eligible named in Annex to this Regulation.

The Joint Managing Authority and/or Joint Technical Secretariat reserves the right to participate in all meetings of tender selection committees as non-voting observers.

The European Commission, the European Union's Court of Auditors and the Joint Managing Authority reserve the right to check, at any time, the conformity of the Programme funds' compliance and disbursement with the rules.

Beneficiaries (lead partners) and partners based in Belarus and Ukraine have to comply with the "Practical Guide to Contract Procedures for EC external actions" applicable at the moment of launch of the relevant procurement procedure by the Beneficiary or partner.

Done in English in three originals, two originals being for the JMA, and one original being for the Beneficiary.

For the Beneficiary

Name: Ryszard Urban
Title: Wójt Gminy (Mayor of the Commune)
Signature:
Date: 18.04.2013

Name: Renata Petryniak
Title: Skarbnik Gminy (Treasurer of the Commune)
Signature:
Date: 18.04.2013

For the Joint Managing Authority

Name: Iwona Brol
Title: Director of the Territorial Cooperation Department in the Ministry of Regional Development of Poland
Signature:
Date: 05.09.2013

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