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**Sub-Grant Contract in the framework of the initiative Resilient Borders -  
Cross-Border Spatial Planning and Crisis Management Pilot  
Actions (Grant Agreement 2022CE160AT316 CB-CR11)**

This Sub-Grant Contract [hereinafter 'the Contract'] is concluded between the following parties:

on the one part,

the **Association of European Border Regions (AEBR)** with seat in Gronau (Germany)

AGEG-AEBR-ARFE c/o EUREGIO

Enscheder Str. 362, D-48599 Gronau (Germany)

represented by Mr Martín Guillermo Ramírez, AEBR Secretary General, and

the **Mission Opérationnelle Transfrontalière (MOT)** with seat in Paris (France)

38 rue des Bourdonnais, 75001 Paris (France)

represented by Jean Peyrony, General Director of MOT

[hereinafter 'the Contracting Authorities']

and

on the other part,

**Hlavné mesto Slovenskej republiky Bratislava**

VAT number: SK2020372596

Primaciálne námestie 1, 81499 Bratislava (Slovakia)

[hereinafter the 'Beneficiary'],

hereinafter jointly referred to as '**Contracting parties**'.

## PREAMBLE

Resilient Borders – The 'Cross-Border Spatial Planning and Crisis Management Pilot Actions' initiative aims to support border regions in achieving effective joint spatial planning or cross-border crisis management plans. Increased **cross-border governance and a cohesive territorial development or resilience** are the expected successful results.

Promoted by the European Commission, this is one of the actions initiated in the framework of the European Parliament's pilot project 'Cross/Border Crisis Response Integrated Initiative' (CB-CRII).

Jointly managed by the Association of European Border Regions (AEBR) and the Mission Opérationnelle Transfrontalière (MOT), the project offers financial support to actors in border regions to develop pilot actions setting up joint cross-border spatial planning or crisis management action plans.

The parties referred to above have agreed to enter into the Contract.

By signing the Contract, the Beneficiary accepts the grant and agrees to implement the Pilot Action under its own responsibility and in accordance with the Contract, with all the obligations and terms and conditions it sets out.

The Contract is composed of:

Conditions (articles 1-20)

Annex I: Description of the Pilot Action (Approved application form)

Annex II: Budget for the Pilot Action

Annex III: Calendar of the Pilot Action

Annex IV: Power of attorney between AEBR and MOT

Annex V: Communication Toolkit

The Contracting parties have agreed on the following conditions (articles 1-20):

### Article 1 — Purpose

- 1.1 The purpose of this Contract is the award of a sub-grant by the Contracting Authorities to finance the implementation of the pilot action entitled ***Cross-border Integration of the Functional Metropolitan Area of Bratislava*** ('the Pilot Action').
- 1.2 The Beneficiary shall implement the Pilot Action under its own responsibility and in accordance with the details of the Pilot Action as described and defined in Annex I, Annex II and Annex III of this Contract to achieve the objectives laid down therein.

- 1.3 The Beneficiary shall be awarded the sub-grant on the terms and conditions set out in this Contract, including the Annexes I-III, which the Beneficiary hereby declares it has noted and accepted as being incorporated into this Contract.
- 1.4 The Beneficiary accepts the sub-grant and undertakes to be responsible for carrying out the Pilot Action following the terms and conditions of this Contract.

#### **Article 2 — Duration, starting date and entry into force**

- 2.1 This Contract begins upon signing and will enter into force on the day of signature by the Contracting Authorities or the Beneficiary, depending on which is later.
- 2.2 The implementation period of the Pilot Action shall begin on 01 February 2025 and end on 30 September 2025.
- 2.3 The contract ends no later than 10 weeks after the end of the implementation period. The right to extraordinary termination for good cause remains unaffected. Declarations of termination must be made in writing (electronic form). The end of the contract takes effect four weeks after the declaration by one of the parties.

#### **Article 3 — Financing of the Pilot Action and Payment Arrangements**

- 3.1 The Contracting Authorities undertake to finance up to a maximum amount of EUR 40,000 via a sub-grant, which is provided to cover the eligible costs for the Pilot Action, as set out in Annex II. Therefore, the Beneficiary will receive EUR 39 098,87 by the Contracting Authorities.
- 3.2 The sub-grant will be paid in three instalments: a first payment of EUR 15 639,55 amounting to 40% of the total sub-grant awarded, to be paid by the Contracting Authorities within 15 days of this Contract entering into force, a second payment corresponding to 40% of the total sub-grant awarded, to be received after four months of implementation, and a final payment of EUR 7 819,77 corresponding to 20% of the total after conclusion of the implementation period, on condition of the approval of the related report (see Art. 4). The exact sum due in the final payment being subject to approval of the Final Report, including *inter alia*, approval of financial reports evidencing eligible costs incurred by the Beneficiary. The final payment shall be made to the Beneficiary within 30 days of approval of the Final Report.
- 3.3 Payments will be made in Euro, and according to the schedule and modalities set out above. The payments will be transferred in euro to the Beneficiary's bank account as indicated below:

**Name of the Bank:** Československá obchodná banka, a. s., Žižkova 11, 811 02 Bratislava

**Precise denomination of the bank account holder:** Hlavné mesto Slovenskej republiky Bratislava

**IBAN:** SK477500000000225161323

#### **Article 4 — Reporting**

- 4.1 The Beneficiary must provide the Contracting Authorities with all required information on the implementation of the Pilot Action. To that end, the Beneficiary must provide the Contracting Authorities with a Final Report within 4 weeks after the end of the implementation period (Tuesday, 28 October 2025). The Final Report must be submitted using the template that will be provided timely by the Contracting Authorities.
- 4.2 The Beneficiary is also required to provide the Contracting Authorities with one Progress Report, marking the progress of activities four (4) months after the start of the Pilot Action's implementation.
- 4.3 Each report must provide a full account of all aspects of the Pilot Action's implementation for the period covered, including a financial report.
- 4.4 The Final and Progress Reports' forms must be completed in English, using the formats that will be provided timely by the Contracting Authorities.
- 4.5 If the Beneficiary fails to supply the Contracting Authority with a Final Report by the deadline laid down in Article 4.1 and fails to furnish an acceptable and sufficient written explanation of the reasons why it is unable to comply with this obligation, the Contracting Authorities may terminate the Contract in accordance and cover costs incurred up to that point, insofar as these exist in an accountable way. The amount due shall be agreed upon by mutual consent.

#### **Article 5 — Liability**

- 5.1 The Contracting Authorities cannot under any circumstances or for any reason whatsoever be held liable for any damages or injury sustained by the Beneficiary or by the Beneficiary's staff or any third parties while the Pilot Action is being carried out or as a consequence of the Pilot Action. The Contracting Authorities cannot, therefore, accept any claim for compensation or increases in payment in connection with such damages or injury.
- 5.2 The Beneficiary shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the Pilot Action is being carried out or as a consequence of the Pilot Action. The Beneficiary shall discharge the Contracting Authorities of all liability arising from any claim or project brought as a result of an infringement by the Beneficiary or the Beneficiary's employees or individuals for whom those employees are responsible for rules or regulations, or as a result of the violation of a third party's rights.

#### **Article 6 – Communication, Dissemination and Visibility**

- 6.1 Communication activities of the Beneficiary related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets,

posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the sub-grant must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate): "Co-funded by the European Union".

The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text.

Apart from the emblem, no other visual identity or logo may be used to highlight the EU support.

When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.

For the purposes of their obligations under this Article, the Beneficiary may use the emblem without first obtaining approval from the Contracting Authorities. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo by registration or other means.

- 6.2 The Beneficiary shall also mention the financial contribution of Resilient Borders in the activities of the Pilot Action and any dealings with the media. Along with the EU logo, it shall display the Resilient Borders logo (Annex V) wherever appropriate (e.g. banner, leaflets, publications, website).
- 6.3 Any publication by the Beneficiary, in whatever form and by whatever medium, including the internet, must include the following statement: "Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union, the Association of European Border Regions (AEBR) or the Mission Opérationnelle Transfrontalière (MOT)".
- 6.4 The Beneficiary authorises the Contracting Authorities and the European Commission to publish its name and address, nationality, the project purpose, duration and location, and the sub-grant amount. Furthermore, based on the Final Report of the Beneficiary, the Contracting Authorities will elaborate informational material about the Pilot Action, including publications illustrating the main findings and proposals derived from the Pilot Action in cooperation with the European Commission services, and the Beneficiary hereby authorises the Contracting Authorities or the European Commission to publish information about the Pilot Action and its implementation in such material, including a compendium.
- 6.5 The European Commission has established the 'Border Focal Point Network', an EU-wide online professional network to facilitate and promote cross-border cooperation. The Beneficiary is required to publish a minimum of 2 posts about the Pilot Action during its implementation on that platform. Generally, the Beneficiary is strongly invited to regularly communicate about the Pilot Action and post any publications on the 'Border Focal Point Network', as well as announcements regarding events and any other kind of information related to the Pilot Action.

## **Article 7 – Copyright**

- 7.1 The Contracting Authorities and the European Commission plan to publish several publications on the results of the Pilot Action. The Beneficiary hereby assigns to the Contracting Authorities the exclusive, temporally and spatially unrestricted, transferable and sublicensable right of use of the reports for the purpose of these publications.
- 7.2 If the Beneficiary's work results created in the fulfilment of this Contract give rise to copyrights, these shall belong exclusively to the Contracting Authorities.
- 7.3 Insofar as the work results consist of works protected by copyright, the Beneficiary hereby assigns the exclusive, temporally and spatially unrestricted, transferable and sublicensable right of use to the Contracting Authorities. This right of use includes, in particular, the duplication, distribution, public reproduction and making available to the public of the work results in all known types of use, including the right to edit and further develop the work results and to use the results thereof to the aforementioned extent.

## **Article 8 – Amendment of the contract**

- 8.1 Any modification to the Contract, including any modification to the activities, results or the budget of the Pilot Action as detailed in Annexes to this Contract, must be communicated in writing (electronic form) in advance of any such modification. Such modification may only be made by the Beneficiary after the Contracting Authorities have confirmed, in writing, their agreement.

## **Article 9 – Assignment and Subcontracting**

- 9.1 The Contract and the payments attached to it may not be assigned to a third party in any manner whatsoever without the prior written consent of the Contracting Authorities.
- 9.2 Subcontracting by the Beneficiary shall only be permitted with the prior written consent of Contracting Authorities.
- 9.3 The Beneficiary shall ensure they can meet their obligations under this Contract towards Contracting Authorities.
- 9.4 In case of subcontracting, the Beneficiary should explain in writing (electronic form) which part of the action will be subcontracted (list of main activities to be carried out) as well as which activities will be undertaken by affiliated entities (if applicable).
- 9.5 Subcontracting costs for the Pilot Action (including related duties, taxes and charges, such as non-deductible or non-refundable value-added tax (VAT)) are eligible if they are calculated on the basis of the costs actually incurred, fulfil the general eligibility conditions and are awarded using the beneficiary's usual purchasing practices — provided these ensure subcontracts with best value for money (or if appropriate the lowest price) and that there is no conflict of interests (see Article 13).

## Article 10 – Eligible costs

10.1 The eligibility of expenditure in the sub-grant is limited to the following items:

10.1.1 Sub-contracting cost for the action;

10.1.2 Travel and accommodation costs and corresponding per diem for the people involved in the pilot action;

10.1.3 Purchase of services and equipment for the implementation of the pilot action (including interpretation, catering, communication for meetings and events, translations, and preparation of communication outputs);

10.1.4 Staff costs based on real costs, based on the number of working hours that the beneficiary's employees need for implementation of the pilot action under the following conditions:

A beneficiary can report the hours of an employee working under an employment contract or equivalent.

A beneficiary cannot declare more than 1,147 hours per full-time employee per calendar year. This maximum number of hours is reduced to a pro rata of 1,147 hours for part-time employees. If the same employee works on several projects, the sum of productive hours declared for the employee in these projects cannot exceed 1,147 hours or the applicable pro-rata per calendar year.

A beneficiary can report only actual (productive) hours that were worked and dedicated to project-related tasks. Non-productive hours relating to holidays, sick leave, maternity leave, etc. are not eligible.

Beneficiaries will have to deliver to the Contracting Authorities an employment confirmation and reports confirming the number of hours worked for the pilot action for each person for whom they report staff costs.

10.1.5 An overhead for indirect costs up to a maximum of 7% of the direct costs.

10.2 Eligible costs are costs actually incurred by the Beneficiary, which meet all the following criteria:

- a) all expenditures are essential for the pilot action's implementation and would not have been incurred if the pilot action had not been carried out (value added);
- b) they are indicated in the overall budget for the Pilot Action (Annex II);
- c) they are identifiable and verifiable, in particular being recorded in the accounting records of the sub-Grant Beneficiary and determined according to the applicable accounting standards;
- d) all expenditure must comply with the principles of efficiency, economy and effectiveness, and therefore the resources used in the pursuit of the beneficiary's activities will be made available in due time, in appropriate quantity and quality, and at the best price-quality ratio (principle of economy); beneficiaries ensure the best relationship between the resources employed, the activities undertaken and the achievement of objectives (principle of efficiency); the objectives that the project partners pursue are achieved through the activities undertaken (principle of effectiveness);

- e) all expenditure is generated and paid by the Beneficiary during the eligible pilot action phase (1 February – 30 September 2025);
- f) no other EU funds have contributed towards the financing of the same expenditure (prohibition of double funding);
- g) relevant public procurement rules are observed and expenditures comply with the requirements of applicable tax and social legislation.

10.3 The direct eligible costs include an overhead for indirect costs up to a maximum of 7% of the direct costs, which do not have to be justified. However, it is strongly recommended that all invoices be kept for auditing purposes.

### **Article 11 – Record-keeping and reporting**

11.1 The beneficiaries must — for at least 5 years — keep records and other supporting documents to prove the proper implementation of the action in line with the accepted standards in the respective field (if any).

In addition, the beneficiaries must — for the same period — keep the following to justify the amounts declared:

(a) for actual costs: adequate records and supporting documents to prove the costs declared (such as contracts, subcontracts, invoices and accounting records); in addition, the Beneficiary's usual accounting and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documents.

Moreover, the following is needed for specific budget categories:

(b) for personnel costs: time worked for the Beneficiary under the action must be supported by declarations signed monthly by the person and their supervisor, unless another reliable time-record system is in place; the Contracting Authorities may accept alternative evidence supporting the time worked for the action declared, if it considers that it offers an adequate level of assurance.

The records and supporting documents must be made available upon request (see Article 10).

If there are ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims under the Contract, the Beneficiary must keep these records and other supporting documentation until the end of these procedures.

The Beneficiary must keep the original documents. Digital and digitalised documents are considered originals if authorised by the applicable national law. The Contracting Authorities may accept non-original documents if they offer a comparable level of assurance.

11.2 If the Beneficiary breaches any of its obligations under this Article, insufficiently substantiated costs or contributions will be ineligible and rejected.

- 11.3 The Beneficiary shall keep accurate and regular accounts of the implementation of the Pilot Action. The record-keeping procedure may be an integrated part of the Beneficiary's regular accounting procedure or an annexe. The procedure shall be implemented following the accounting and bookkeeping policies and rules that apply in the country concerned. Accounts and expenditures relating to the Pilot Action must be easily identifiable and verifiable.
- 11.4 The Beneficiary shall allow the European Commission, the European Anti-Fraud Office, the European Court of Auditors and any external auditor authorised by the European Commission to carry out verifications by examining the documents and to make copies thereof or through on-the-spot checks, the implementation of the Pilot Action and conduct a full audit, if necessary, based on supporting documents for the accounts, accounting documents and any other document relevant to the financing of the Pilot Action. These inspections may take place up to 5 years after the payment of the balance.
- 11.5 The following documents must be kept in original and sent in electronic form to the Contracting Authorities with the final financial report:
  - Procurement documentation;
  - Invoices (or equivalent accounting documents);
  - Proof of delivery of services;
  - Payment proof.

#### **Article 12 – Procurement rules**

- 12.1 If the implementation of a Pilot Action requires procurement by the Beneficiary, the contract must be awarded best value for money (or if appropriate the lowest price), taking care to avoid any conflicts of interest.
- 12.2 Beneficiaries must also comply with the applicable national and EU laws on public procurement.

#### **Article 13 – Conflict of interests**

- 13.1 The Beneficiary must take all measures to prevent any situation where the impartial and objective implementation of the Contract could be compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest ('conflict of interests').

The Beneficiary must formally notify the Contracting Authorities without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

- 13.2 If the Beneficiary breaches any obligations under this Article, the sub-grant may be terminated (see Article 14). The Contracting Authorities may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

## **Article 14 – Termination of the contract**

14.1 In consultation with the European Commission, the Contracting Authorities may terminate this Contract during the Implementation Period by giving a seven-day notice and without paying compensation of any kind in the following circumstances:

- a) where the Beneficiary fails, without justification, to fulfil any of the obligations incumbent on it and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 30 days of sending of the letter;
- b) where the Beneficiary is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- c) where the Contracting Authorities have evidence on the Beneficiary or any related entity or person of grave professional misconduct; this also applies to staff and agents of the Beneficiary;
- d) where the Contracting Authorities have evidence on the Beneficiary or any related entity or person of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Union's financial interests; this also applies to staff and agents of the Beneficiary;
- e) where the Beneficiary changes legal personality without informing the contracting authority;
- f) where the Beneficiary makes false or incomplete statements to obtain the sub-grant provided for in the Contract or provides reports that do not reflect reality;
- g) where the Beneficiary has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;
- h) where the Contracting Authorities have evidence on the Beneficiary or any related entity or person of substantial errors, irregularities or fraud in the award procedure or the performance of the sub-grant;
- i) where the Beneficiary fails to comply with the eligibility condition set forth for the sub-grant, specifically the requirement that for non-cross-border structures, the application must involve a partner from the other side of the same border whose territory is contiguous to that of the applicant, and that the partner must also be a public body.

## **Article 15 - Contact addresses**

15.1 Any communication relating to this Contract shall be in writing (electronic form), state the number and title of the Pilot Action and be sent to the following addresses:

### For the Contracting Authorities

Reports and amendment requests regarding Lot 2 – Spatial Planning shall be sent to:

E-mail: [spatialplanning@mot.asso.fr](mailto:spatialplanning@mot.asso.fr)

### For the Beneficiary

Hlavné mesto Slovenskej republiky Bratislava

Contact person: Silvia Hilková, MSc.

E-mail 1: [silvia.hilkova@bratislava.sk](mailto:silvia.hilkova@bratislava.sk)

E-mail 2: [pavla.stefkovicova@bratislava.sk](mailto:pavla.stefkovicova@bratislava.sk)

## **Article 16 — Confidentiality, security and obligation to retain**

16.1 The Contracting parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information') — during the implementation of the Pilot Action and for at least 5 years.

If the Beneficiary requests, the Contracting Authorities may agree to keep such information confidential for a longer period.

Unless otherwise agreed between the Contracting parties, they may use sensitive information only to implement the Contract.

The Beneficiary may disclose sensitive information to their personnel or other participants involved in the action only if they:

- (a) need to know it in order to implement the Contract and
- (b) are bound by an obligation of confidentiality.

The Contracting Authorities may disclose sensitive information to their staff, the European Commission, and other EU institutions and bodies.

It may moreover disclose sensitive information to third parties, if:

- (a) this is necessary to implement the Contract or safeguard the EU's financial interests and
- (b) the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party
- (b) the information becomes publicly available without breaching any confidentiality obligation
- (c) the disclosure of sensitive information is required by EU, international or national law.

- 16.2 The parties must handle classified information in accordance with the applicable EU, international or national law on classified information (in particular, Decision 2015/44410 and its implementing rules).

Deliverables that contain classified information must be submitted according to special procedures agreed upon by the Contracting Authorities.

Pilot Action tasks involving classified information may be subcontracted only after the Contracting Authorities' explicit approval (in writing).

Classified information may not be disclosed to any third party (including participants involved in the action implementation) without prior explicit written approval from the Contracting Authorities.

- 16.3 If the Beneficiary breaches any of its obligations under this Article, the sub-grant may be reduced (see Article 17).

#### **Article 17 - Grant reduction**

- 17.1 The Contracting Authorities may — at Beneficiary termination, final payment or afterwards — reduce the sub-grant for a Beneficiary in case of partial execution of its obligations under the contract or if the Beneficiary has committed substantial errors, irregularities, fraud or serious breach of obligations under this Contract or during its award (including improper implementation of the action, non-compliance with the call conditions, submission of false information, failure to provide required information, breach of ethics or security rules (if applicable), etc).
- 17.2 The amount of the reduction will be calculated for each beneficiary concerned and proportionate to the seriousness and duration of the errors, irregularities, fraud, or breach of obligations by applying an individual reduction rate to their accepted EU contribution.
- 17.3 The Beneficiary concerned may — within 30 working days of receiving notification — submit observations if it disagrees with the reduction (payment review procedure).
- 17.4 If the Contracting Authorities reduce the sub-grant, they will deduct the reduction and then calculate the amount due.

#### **Article 18 — Ethics and values**

- 18.1 The Pilot Action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.
- 18.2 The Beneficiary must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).
- 18.3 If the Beneficiary breaches any of its obligations under this Article, the sub-grant may be reduced (see Article 17).

## **Article 19 — General information obligations**

- 19.1 The Beneficiary must provide — during the action or afterwards and in accordance with Article 10 — any information requested in order to verify the eligibility of the costs or contributions declared, proper implementation of the action and compliance with the other obligations under the Contract. The information provided must be accurate, precise, complete and in the requested format, including electronic format.
- 19.2 The Beneficiary must keep — at all times, during the action or afterwards — their information up to date, in particular, their name, address, legal representatives, legal form and organisation type.
- 19.3 The Beneficiary must immediately inform the Contracting Authorities (and its partners, if applicable) of any of the following:
- (a) events which are likely to affect or delay the implementation of the action or affect the EU's financial interests, in particular:
    - (i) changes in their legal, financial, technical, organisational or ownership situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before the sub-grant signature);
  - (b) circumstances affecting:
    - (i) the decision to award the sub-grant or
    - (ii) compliance with requirements under the Contract.
- 19.4 If the Beneficiary breaches any of its obligations under this Article, the sub-grant may be reduced (see Article 17).

## **Article 20 — Final provisions**

- 20.1 This Contract contains all the agreements between the Contracting parties. No subsidiary verbal agreements exist.
- 20.2 Amendments and supplements to this Contract must be made in writing (electronic form). This shall also apply to any cancellation or waiver of this written form clause.
- 20.3 Should any part of this Contract be null or voidable, this shall not affect the validity of the Contract as a whole. Instead of the part without legal effect, what most closely reflects what the Contracting parties would have agreed if they had known of the absence of legal effect and has legal effect shall be deemed to have been agreed. The same shall apply mutatis mutandis if anything has been omitted from this Contract.
- 20.4 This Contract is subject to French law, the Contracting parties agree that the place of jurisdiction shall be Paris.

**For the Beneficiary**

Name: Matúš VALLO  
Title: Mayor of Bratislava

Date:

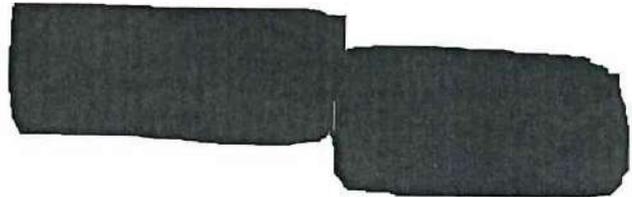
Signature

**For the Contracting Authorities**  
(see "power of attorney" attached)

Name: Jean PEYRONY  
Title: Director General of MOT

Date: 31/01/2025

Signature



## Cross-Border Spatial Planning

## Description Pilot Action

## Cross-border Integration of the Functional Metropolitan Area of Bratislava

ID	16
Submission date	November 29, 2024
Type of organisation	local-authority
Is your organisation based in one of the 27 EU countries or one of the EFTA countries?	yes
Is the applicant organisation a public body?	yes
Is the applicant organisation a cross-border structure?	no
Name of the applicant organisation	Hlavné mesto Slovenskej republiky Bratislava / Bratislava, the Capital City of the Slovak republic
Address of the applicant	Hlavné mesto Slovenskej republiky Bratislava, Primaciálne námestie 1, 814 99 Bratislava, Slovakia
Last Name	Štefkovičová
First Name	Pavla
Email	pavla.stefkovicova@bratislava.sk
Phone	00421 259 356 390
Last Name	Hílková
First Name	Silvia
Email	silvia.hilkova@bratislava.sk
Phone	00421 904 555 346
Type of organisation	regional-authority
Is the organisation based in one of the 27 EU countries or one of the EFTA countries?	yes

# DESCRIPTION



16 janvier 2025

Is the partner organisation a public body?	yes
Is the partner organisation a cross-border structure?	no
Name of the partner organisation	Győr-Moson-Sopron Vármegye Önkormányzata; General Assembly of the Local Government of Győr-Moson-Sopron County
Address of the partner organisation	9021 Győr, Városház tér 3., Hungary
Last Name	Lakatosné Novák
First Name	Éva
Email	novak.eva@gyms.hu
Phone	0036 20 2777996
Last Name	Ivanics
First Name	Ferenc
Email	ivanics.ferenc@gymsmo.hu
Phone	0036 20 4997594
Partner declaration(s)	<a href="https://resilientborders.eu/wp-content/uploads/ninja-forms/2/Partner_Declaration_GYMS.pdf">https://resilientborders.eu/wp-content/uploads/ninja-forms/2/Partner_Declaration_GYMS.pdf</a> , <a href="https://resilientborders.eu/wp-content/uploads/ninja-forms/2/Partner_Declaration_City-of-Bratislava.pdf">https://resilientborders.eu/wp-content/uploads/ninja-forms/2/Partner_Declaration_City-of-Bratislava.pdf</a>
Type of organisation	
Is the partner organisation a public body?	
Is the partner organisation a cross-border structure?	
Name of the partner organisation	
Address of the partner organisation	
Main contact person	<p>Main contact person </p>
Last Name	
First Name	
Email	
Phone	
Back-up contact person	<p>Back-up contact person </p>

Last Name	
First Name	
Email	
Phone	
1. Title of the proposed pilot action	Cross-border Integration of the Functional Metropolitan Area of Bratislava
2. Border area concerned by the pilot action	Slovak-Hungarian cross-border region of the city of Bratislava and the county of Győr-Moson-Sopron
3. What is the nature of the partnership?	this-cross-border-partnership-is-a-new-initiative
4. What lot does the application address?	cross-border-spatial-planning
5. What does your pilot action aim to develop?	cross-border-governance-bodies-under-spatial-planning
6. Specific objective of the Pilot Action	The project's overall objective is to facilitate the cross-border integration of the functional metropolitan area of Bratislava which, during the last decades, gradually stretched over the state borders with Austria and Hungary. Today, more than 13,000 Slovak citizens live in these two countries in the close vicinities of Bratislava outnumbering the total population of 6 separate districts within the Slovak capital. The project's specific objective is to create the governance frameworks for the cross-border integration of the Hungarian functional zone of Bratislava following the baum_cityregion model (which is already established for the Austrian functional zone of Bratislava) and facilitate the inclusion of the new governance framework into the existing Slovak-Austrian frames.

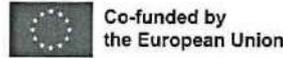
<p>7. Methodology and action plan to achieve objectives</p>	<p>(1) To create the governance frameworks, the partners will adapt the model of the existing baum_cityregion initiative.</p> <p>1.1 The design will start with a workshop involving the Hungarian project partner and the neighbouring municipalities' leaders. The experts of the baum_cityregion office will present the structure and the operation of their Slovak-Austrian model which will be discussed in common. The second workshop will facilitate the negotiations between Austrian and Hungarian mayors as well as regional planners regarding their experiences and the challenges the settlements are facing due to the increasing cross-border suburbanisation. The workshops aim to assess the status and to sketch the Slovak-Hungarian governance model.</p> <p>1.2 Based on the results of the two workshops, the partners will draft the action plan for the development of the governance structure including the milestones and the schedule. The action plan will contain references to existing best practices from all over Europe. The action plan will also include the plan of integrating the Slovak-Hungarian structure into the existing Slovak-Austrian one.</p> <p>1.3 As a result of the project, the first meeting of the steering body will be organised where the rules of procedures and the principles of future operation will be adopted.</p> <p>(2) With a view to laying the basis for future integrated development of the border area, the partners will identify the thematic fields and strategic aims of cooperation.</p> <p>2.1 As a first step, the partners will organise a workshop which will target spatial, strategic and regional planners from the Slovak, Austrian and Hungarian sides to identify the development objectives of the two border areas and the potential fields of joint interventions. The meeting will also facilitate future exchanges enabling the development of a joint development strategy. At a second workshop, the partners will compile a list of thematic fields for future cooperation, based on the results of the spatial planners' and mayors' workshops, and the obstacles to be taken into account during the implementation of the action plan. The list will also facilitate the identification of the pattern of future working groups/expert committees assisting the implementation of the future strategy, and preparing the joint projects. The present project does not provide appropriate frames for the development of the strategy itself, it will be drafted as a sequel of the project.</p> <p>2.2 The action plan will contain future steps towards the integrated development strategy with milestones and potential calls and resources to be used.</p> <p>(3) The project will support the promotion of the new governance structure and the planned interventions through the tri-partite closing event where the representatives of the local municipalities, the leaders of the regional authorities, the three ministries responsible for cross-border cooperation, the ambassadors delegated to each other's country and experts in the fields of the project will be invited. The event will be given a large publicity through their websites, media relationships and social media.</p>
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8. Calendar of activities of the pilot action	<a href="https://resilientborders.eu/wp-content/uploads/ninja-forms/2/Resilient_Borders_calendar_BA-GYMS_final.pdf">https://resilientborders.eu/wp-content/uploads/ninja-forms/2/Resilient_Borders_calendar_BA-GYMS_final.pdf</a>
9. Budget of the pilot action	<a href="https://resilientborders.eu/wp-content/uploads/ninja-forms/2/Resilient_Borders_budget_BA-GYMS_final.pdf">https://resilientborders.eu/wp-content/uploads/ninja-forms/2/Resilient_Borders_budget_BA-GYMS_final.pdf</a>
Relevance 1.1 - How does the action contribute to achieve the resilience of the cross-border region?	<p>During the last decade, more and more Slovak citizens have been settled on the Austrian and Hungarian vicinities of the Slovak capital city, Bratislava. Today, their number exceeds 13,000; nearly 5,500 of them live in Hungary, and almost without exception commute to Bratislava daily. During the pandemic, their movement was dramatically limited, impeding access to work, education and basic public services. Even if the pandemic is over, the new settlers still face many barriers stemming from the legal and administrative obstacles characterising the border area. Our project aims to create the governance framework through which future crises become manageable in a trilateral (SK/AT/HU) system, whose Slovak-Hungarian components will be developed with the help of the project, and prepared to be included in the already-existing Slovak-Austrian baum_cityregion initiative. In addition, to reduce the negative effects of a future crisis, the partners will identify the thematic fields and barriers to be tackled by the new structure.</p>
Relevance 1.2 - What factors guarantee the success of your action plan?	<p>The City of Bratislava has already created the frames for joint cross-border management of the cross-border metropolitan zone for several years, through three projects under the Interreg SK-AT programme; this is the baum_cityregion initiative. Most recently, the Slovak and Austrian partners started developing an institutionalised cooperation platform (a working community) to coordinate the integrated development of the region. Győr-Moson-Sopron County also has experience with cross-border cooperation projects under the Interreg SK-HU programme, and the entity has competencies in the fields of cross-border territorial cooperation and spatial planning. Within the framework of the present project, a governance structure similar to the existing baum_cityregion initiative will be developed between Bratislava and her Hungarian suburbs, to be built into the operational Slovak-Austrian structure which has a decade-long prehistory. The first meetings targeting the construction of the SK/HU structure started with the professional support of CESCO and CESCO Carpathia within the operation of strategic importance called #ACCESS of the Interreg VI-A Hungary-Slovakia programme.</p>

<p>Relevance 1.3 - How does your pilot action contribute to increase knowledge and skills development for relevant stakeholders?</p>	<p>Due to the so-far missing platform of cross-border interactions, neither the Slovak nor the Hungarian stakeholders are aware of their counterparts' development plans. What is more, even the relevant stakeholders whose involvement is essential for the integrated and coordinated development of the cross-border metropolitan zone, do not know each other. The present project aims to improve these conditions by</p> <ul style="list-style-type: none"> <li>• creating the platform for permanent consultation and the harmonisation of development plans through the involvement of relevant stakeholders in a three-level structure;</li> <li>• improving the participants' readiness for dialogue, tolerance and ownership over the shared territory;</li> <li>• identifying the thematic fields where strategic cooperation can be developed and the planning can start;</li> <li>• facilitating the knowledge exchange between the Slovak, Austrian and Hungarian stakeholders improving the conditions for the development of integrated cross-border public services.</li> </ul>
<p>Relevance 1.4 - How do you plan to involve relevant stakeholders with clear mandate to build a stronger cooperation?</p>	<p>The main actors of the project are the baum_cityregion office from Bratislava and the regional municipality of Győr-Moson-Sopron County. The partners' responsibility will be to identify</p> <ul style="list-style-type: none"> <li>• the decision-makers and experts to be involved from the local and regional governments affected by the urban sprawl of Bratislava in the political body;</li> <li>• the professionals interested in the thematic fields to be identified;</li> <li>• and the representatives of the local advocacy organisations and groups.</li> </ul> <p>When doing this, the partners can use the experiences of the previous baum_cityregion projects through which the initiators managed to involve several hundreds of stakeholders from the Austrian-Slovak border area in their working groups. For the sake of involvement, the partners aim to use their networks (decision-makers, professionals, representatives of the institutions affected by the suburbanisation tendencies, spatial developers, etc.), the local and regional media and the social media sites (especially to reach the advocates of cross-border residents).</p>
<p>Relevance 1.5 - Is your pilot action a follow up to previous Interreg projects or other initiatives in the same field? How do you plan to capitalise on previous experiences? Or is your pilot action a (new) solution to a lack of cooperation?</p>	<p>The city of Bratislava has long been cooperating with its Austrian surroundings under the brand "baum" ("Bratislava-Umland"). After three EU-funded projects supported by the Interreg Slovakia-Austria programmes between 2011- 2022 (BAUM, baum2020, baum_cityregion), the next step is the institutionalisation of this cooperation, through establishing a working community baum_cityregion with the city of Bratislava and the provinces of Lower Austria and Burgenland as members, without legal personality. However, cooperation with the Hungarian border region has so far been absent. To create these frames covering also the Hungarian suburbs of Bratislava, the partners will capitalise on the knowledge and use the lessons learnt from the above-mentioned projects and the institutionalisation process. These experiences include the methodology of assessing the local needs, the identification of potential fields of cooperation, the structuring of the joint bodies and the involvement of the stakeholders therein (recruiting, creating the platforms for dialogue, incremental design of the joint structure).</p>

<p>Cross-border added value 2.1 - What dimensions of cross-border cooperation does the pilot action address?</p>	<p>institutionality-develop-a-cross-border-governance-able-to-coordinate-public-policies-for-citizens-living-there</p>
<p>Cross-border added value 2.2 - How does the pilot action address the selected dimensions of cross-border cooperation?</p>	<p>The primary purpose of deepening the integration of the cross-border metropolitan region is to improve the quality of life of its inhabitants, thereby also raising awareness of everyday-life challenges in the cross-border region, and a sense of belonging of its inhabitants, i.e. shared ownership over a cross-border territory. Accordingly, the project aims to develop the forums of cross-border interactions, mobility and integration, the joint design of the future of the cross-border area and the structures facilitating the management of future cross-border crises and enhancing the resilience of the whole border area. As an outcome, the planned new structure will be built into the existing baum structure creating a trilateral cross-border reality.</p>
<p>Impact 3.1 - What is the expected long-term impact on target groups or the general public?</p>	<p>The long-term impact of the pilot action and its results lies in laying the first key foundations of cross-border cooperation between the City of Bratislava and the county of Győr-Moson-Sopron, as well as relevant stakeholders from this region from selected professional areas. This so-far missing puzzle piece is needed for the smooth functioning of the whole cross-border metropolitan area. Identification of a suitable model of cross-border governance, building structures, networking of actors, and preparation of a strategic document will create the conditions for realising other common development projects in the future and better use of (Interreg) funds in this microregion. All these will create a favourable environment for the coordinated development of the municipalities of the suburban zone and the improvement of the living conditions of the local citizens, especially those who commute every day across the border. Our vision is that the project can contribute to the development of a highly integrated cross-border metropolitan zone similar to Greater Geneva, Greater Copenhagen and Luxembourg.</p>
<p>Impact 3.2 - Do you think that the results could be replicated in other border areas? Are you willing to share your experience with other regions in the future?</p>	<p>The replicability is already ensured through the incremental process through which the existing Slovak-Austrian structure will be adopted to the Slovak-Hungarian reality, also using other best practices from all over Europe. Accordingly, other cross-border agglomerations can follow our model taking into account the differences which exist between administrative systems, planning traditions and cultural aspects. It means that the model can be adopted with a structuralist approach, especially in the post-communist eastern European countries.</p>

# DESCRIPTION



16 janvier 2025

<p>Impact 3.3 - What is the sustainability of your action's results after the funding ends?</p>	<p>Institutional sustainability – The main purpose of the project is to create the institutional frames for the Slovak-Hungarian and the trilateral development of the cross-border metropolitan zone of Bratislava. The steering body will hold its first meeting already during the project implementation and it will define the sequence of future development of the new structure – according to the action plan. The baum_cityregion office will coordinate the joint efforts. Financial sustainability – In the first phase of the development, the maintenance will not require remarkable financial resources. The action plan will include references to the available funding opportunities linked to the separate actions. These funding opportunities will enable the operation of the joint bodies through projects. In addition, the participants of the different bodies will partly cover their expenses related to the meetings.</p>
<p>Additional information</p>	
<p>Confirmation of data use and conditions to apply</p>	<p>i-have-read-and-understood-the-preconditions-of-economic-behaviour-outlined-in-the-call-for-proposals, i-have-read-and-understood-the-obligations-of-the-awarded-beneficiaries-outlined-in-the-call-for-proposals, i-confirm-that-this-application-contains-original-content-authored-by-the-applicant-organisation, by-submitting-this-application-i-declare-that-the-proposed-pilot-action-will-not-be-simultaneously-financed-by-other-sources-from-the-eu-budget, i-hereby-give-permission-to-aebr-mot-and-the-european-commission-to-utilise-and-publish-the-information-submitted-in-this-application-for-purposes-of-communication-and-research-even-if-the-proposed-case-is-not-selected</p>

Contact:

Spatial planning pilot actions (Lot 2 of the call for proposals)  
 Managed by MOT  
[spatialplanning@mot.asso.fr](mailto:spatialplanning@mot.asso.fr)



Resilient Borders: Pilot Action - Cross-border Integration of the Functional Metropolitan Area of Bratislava

BUDGET OF THE PILOT ACTION

	Estimated eligible costs (pre-implementation)	Total declared eligible costs* (post- implementation)
	(EUR)	(EUR)
<b>ESTIMATED DIRECT ELIGIBLE COSTS</b>		
<b>A. Sub-contracting costs</b>		
External expertise Bratislava (expert fee)	9 000,00	
<b>Sub-total for cost category A</b>	9 000,00	0,00
<b>B. Travel and accommodation costs</b>		
Travel costs Bratislava (tickets, per diems)	520,00	
Travel costs GYMS (tickets, per diems)	200,00	
<b>Sub-total for cost category B</b>	720,00	0,00
<b>C. Purchase costs</b>		
Interpretation costs Bratislava (interpreter fee, technical equipment rental)	1 780,00	
Interpretation costs GYMS (interpreter fee, technical equipment rental)	4 420,00	
Catering costs Bratislava (workshops, internal project and steering group meetings in Bratislava)	2 800,00	
Catering costs GYMS	7 700,00	
<b>Sub-total for cost category C</b>	16 700,00	0,00
<b>D. Staff costs</b>		
Staff costs - PM Bratislava	3 360,00	
Staff costs - FM Bratislava	2 520,00	
Staff costs - PM GYMS	2 987,00	
Staff costs - FM GYMS	1 254,00	
<b>Sub-total for cost category D</b>	10 121,00	0,00
<b>Total direct eligible costs</b>	36 541,00	0,00
<b>E. INDIRECT ELIGIBLE COSTS (= 7 % of total direct eligible costs)</b>	2 557,87	0,00
<b>TOTAL ELIGIBLE COSTS (financial contribution from the European Commission)</b>	39 098,87	0,00

Please consider eligible costs as referred in the call for proposals, page 9.  
The maximum financial contribution from the European Commission amounts EUR 40,000.00.

The budget can be topped up with own resources.

\* Column D is to be completed after implementation of the pilot action.



Deliverable 5									
Deliverable...*									

\* Add further Tasks/ Deliverables if needed

## Power of attorney

### **in the framework of the initiative Resilient Borders - Cross-Border Spatial Planning and Crisis Management Pilot Actions (Grant Agreement 2022CE160AT316 CB-CR11)**

The Association of European Border Regions (AEBR) hereby authorises the Mission Opérationnelle Transfrontalière (MOT) to sign on its behalf Sub-Grant Contracts in the framework of the *Resilient Borders - Cross-Border Spatial Planning and Crisis Management Pilot Actions* initiative, lot number 2 for spatial planning pilot actions.

Berlin, 13 January 2025

**GUILLERMO  
RAMIREZ,  
MARTIN (FIRMA)**

Firmado digitalmente por  
GUILLERMO RAMIREZ,  
MARTIN (FIRMA)  
Fecha: 2025.01.13  
11:40:57 +01'00'

Martín Guillermo Ramírez  
AEBR Secretary General

# COMMUNICATION TOOLKIT

## “Resilient Borders”

‘Resilient Borders - Cross-Border Spatial Planning and Crisis Management Pilot Actions’ is a newly launched initiative of the European Commission for border regions. With financial resources put at disposal and dedicated support, actors in border regions can receive aid to set up joint plans in two key fields:

- **LOT 1: Cross-border Crisis Management**
- **LOT 2: Cross-Border Spatial Planning**

### WHY THIS TOOLKIT?

We have put together this toolkit to support you in implementing your communication activities and ensuring compliance with the obligations you must follow when communicating as part of an EU-funded project.

### OBLIGATION TO DISPLAY EU LOGO

All communication activities related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the sub-grant must acknowledge both EU the Resilient Borders support and display the logos of the European flag (emblem) and funding statement (translated into local languages, where appropriate) “Co-funded by the European Union”, of the Resilient Borders initiatives and of the two co-funders, AEBR and MOT.

Key requirements:

- ✓ **Always display all relevant logos** in all materials (e.g., banners, leaflets, publications). These are:
  - the European Union flag (emblem) and the funding statement “Co-funded by the European Union” (if necessary, translate this into local languages);
  - the Resilient Borders logo;
  - MOT and AEBR logos, as co-funders of the initiative.
- ✓ The relevant logos must be displayed clearly and separately, without modifications (e.g., adding text or visual marks).
- ✓ No other logo or identity should be used to highlight EU or Resilient Borders’ support.
- ✓ When displayed alongside other logos (e.g., of beneficiaries or sponsors), all relevant logos must be displayed at least as prominently and visibly as the other logos.

You may use the EU and Resilient Borders logos without prior approval, but you cannot claim exclusive use of them or register them.

By following these guidelines, you ensure proper acknowledgment of both the EU and Resilient Borders contributions in all your communication activities.

## ■ THE LOGO:

### Image 1:



### Image 2:



The logo(s) can be downloaded from the website under the page "[Resources](#)".

## OBLIGATION TO MENTION EU FUNDING

Any publication by the Beneficiary, in whatever form and by whatever medium, including the internet, must include the following statement:

**“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union, of the Association of European Border Regions (AEBR) or of the Mission Opérationnelle Transfrontalière (MOT)”**

## OTHER REQUIRED COMMUNICATION ACTIVITIES

To facilitate and promote cross-border cooperation you are required to publish a minimum of two posts about the Pilot Action on the platform [Border Focal Point Network](#) during the implementation period. Generally, you are strongly invited to regularly communicate about the Pilot Action and post any publications on ‘Border Focal Point Network’, as well as announcements regarding events and any other kind of information related to your Pilot Action.



## GRAPHIC GUIDELINES OF THE INITIATIVE

In your communication, you may use the following graphic colours and font guidelines used by the initiative (it nevertheless is not mandatory).

The colour references are the following (#xxxxxx):

ec4f30: Resilient Borders 

139dd9: Resilient Borders 

f5e6ac: Resilient Borders 

d5eaf2: Resilient Borders 

39524d: Resilient Borders 

The font references are the following:

For headings:

LATO

RESILIENT BORDERS

1234567890

For regular text:

Roboto

resilient borders

1234567890

## FURTHER INFORMATION

You can find further information on the Resilient Borders initiative on the website:

<https://resilientborders.eu/>

Contact:

**Crisis management pilot actions (Lot 1 of the call for proposals)**

Managed by AEBR

[crisis-management@aebr.eu](mailto:crisis-management@aebr.eu)

**Spatial planning pilot actions (Lot 2 of the call for proposals)**

Managed by MOT

[spatialplanning@mot.asso.fr](mailto:spatialplanning@mot.asso.fr)

Follow us on social media for regular information about the initiative:

**AEBR network**



<https://www.facebook.com/AEBR.AGEG.A>

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-of-european-border-regions](https://de.linkedin.com/company/association-of-european-border-regions)

**MOT network**



<https://fr.linkedin.com/company/reseaumot>

[ot](#)