

TERMS AND CONDITIONS APPLICABLE TO THE LEGAL RELATIONSHIP

1. Scope of the Terms and Conditions Applicable to the Legal Relationship

- 1.1. These Terms and Conditions Applicable to the Legal Relationship (hereinafter T&C) are applicable to grants provided by Western Balkans Green Center Nonprofit Llc. (in Hungarian: Nyugat-Balkáni Zöld Központ Nonprofit Kft., company registration number: 01-09-343437, VAT number: 26765314-2-41, registered office: H-1016 Budapest, Naphegy tér 8., web: <https://www.wbgc.hu/>, hereinafter Granting Authority) and the related grant relationships.
- 1.2. They shall also apply to the provisions set out in these T&C in relation to the award document and, unless provided otherwise, to the grant agreement or to the grant relationship established on the basis thereof.
- 1.3. These T&C represent an integral part of the award document. In the event of any discrepancy between the provisions of the award document and the provisions of the T&C, the contents of the award document shall prevail.
- 1.4. In issues not provided for in these T&C, provisions of
 - a) Commission Regulation (EU) 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 to de minimis aid (hereinafter De Minimis Regulation);
 - b) Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (hereinafter General Block Exemption Regulation);
 - c) Act CXLIII of 2015 on Public Procurement;
 - d) Act V of 2013 on the Civil Code (hereinafter Civil Code);
 - e) Act CXII of 2011 on Informational Self-Determination and Freedom of Information (hereinafter: Privacy Act);
 - f) Act CLXXV of 2011 on the Right of Association, Public Benefit Purpose Status and the Operation and Support of Civil Organisations (hereinafter: Civil Act);
 - g) Act CXXVII of 2007 on the Value Added Tax;
 - h) Act C of 2000 on Accounting;
 - i) Government Decree 37/2011 (III. 22.) on the procedure relating to state grant within the meaning of European Union competition law and on the regional grant mapshall prevail.

2. Explanation of terms used in the T&C and the award document

- 2.1. For the purposes of these T&C,
 - a) **investment**: the acquisition, creation, and production in one's own enterprise of the tangible asset, the installation of the acquired tangible asset, the activity performed prior to the installation and the intended use for the purposes of the intended use (transport, customs clearance, brokerage, foundation, installation, as well as all activities that can be related to the acquisition of the tangible asset, including planning, preparation, execution, use of credit, and insurance), including activities that result in the expansion of the existing tangible asset, the change of its purpose, its transformation, and the direct increase of its service life and performance, together with the other activities listed above that can be related to these activities;
 - b) **development**: an activity that is mainly embodied in accumulation expenses and is aimed at the creation of a new or technically more up-to-date tangible asset compared to a previous one, or at the modernisation of the technical parameters of an existing tangible asset;
 - c) **Beneficiary**: the organisation responsible for the implementation of the supported activity, for the benefit of which the grant has been approved and the award document has been issued;
 - d) **contributor**: a person who is involved in the implementation of the supported activity by the Beneficiary so that the latter be able to fulfil his obligation undertaken in the grant agreement or to exercise his right conferred on it by the grant agreement;
 - e) **implementation period**: the period specified in the award document during which the incurring costs related to the implementation of the supported activity are eligible;
 - f) **grant application**: an application submitted in response to a call or an individual application for support;
 - g) **supported activity**: the activity defined in the award document as the purpose of the grant, the costs of which are covered by the grant in part or in full.

3. Statements required in connection with the grant relationship

- 3.1. Prior to the issuance of the award document, the Beneficiary shall make a specific statement to the following effect:
 - a) data, information and documents included in the grant application are complete, true and authentic;
 - b) the Beneficiary is not subject to bankruptcy, winding-up, dissolution, compulsory strike-off or other proceedings aimed at its termination as defined by law;
 - c) the Beneficiary has no obligation vis-à-vis any third party which would impede the attainment of the objective of the supported activity or which would restrict his obligation to provide a guarantee if applicable;
 - d) whether it is entitled to tax deduction with regard to the grant;

- e) as Beneficiary of the grant relationship, the following grounds for exclusion do not apply to it; namely the following persons may not benefit from the grant relationship:
 - ea) persons that have made the grant decision or that were involved in the preparation of the grant decision;
 - eb) persons who at the time of the grant decision are a member of the Government, or are a state secretary, administrative state secretary, deputy state secretary, chairperson of a county general assembly, Mayor of Budapest, mayor, senior officer of a regional development agency;
 - ec) relatives living in the same household as a person as set out in paragraphs (ea) and/or (eb) of this list;
 - ed) a business association – with the exception of a public limited company – owned by a person as set out in paragraphs (ea) and/or (eb) of this list;
 - ee) a business association in the at least 50% direct or indirect ownership of the state, a local government, or a public body; as well as a business association, civil law association, church or religious organisation, or an organisational unit of any of these with separate legal personality – except for sports associations, sports alliances and auxiliary police organisations – in which the person as set out in points (ea) to (ec) of this list is a senior officer, a member or officer of the managing body or organisation of the foundation, or an administrator or a member of the representative body of an association, church or religious organisation or a trade union;
 - ef) an entity that fails to comply with the requirements of sound labour and employment relationships;
 - eg) an entity that does not qualify as a transparent organisation;
 - eh) an entity who failed to account for any previously granted state or European Union grants by the prescribed deadline;
 - ei) any entity who, during the implementation or operation of a previous grant program, departed from the contents of the award document without permission;
 - ej) any entity who previously provided false or misleading data to the Granting Authority, the Ministry for Innovation and Technology or its predecessor, in particular in connection with but not limited to the use of the grant;
 - ek) any entity whose report on a previously awarded grant has been rejected by the granting authorities, or against whom the granting authorities have any overdue, unsettled or outstanding claim.
- f) if the supported activity is subject to an official authorisation, the official authorisation is available or the necessary legal steps have been taken to obtain the necessary authorisations, in particular, it has already submitted the application for an authorisation to the competent authority or it undertakes to do so in the statement.

3.1.1. Prior to the issuance of the award document, the Beneficiary shall make a specific statement to the effect that neither of the following applies regarding the implementation of the grant:

- a) it constitutes a criminal offence or an incitement to commit a criminal offence;
- b) it violates a fundamental human right or a constitutional right;
- c) it violates the dignity of the nation or of ethnic, linguistic or other minorities or other nations, or other fundamental interests of society, in particular if it is contrary to public order, public morals, or the requirement to protect families and minors.

3.2. In addition to the provisions of Clause 3.1, the Granting Authority may also request statements on other facts and data relevant to the grant relationship. The Beneficiary shall be responsible for the accuracy and correctness of the statements made.

3.3. Unless provided otherwise by law, in the grant announcement, the call for applications or by the Granting Authority, the date of issue of statements made in accordance with Clause 3.1, and the specimen signature of the Beneficiary's legal representative, certified by a notary public, or a copy of the specimen signature certified by a notary public, or a specimen signature countersigned by an attorney-at-law may not be dated earlier than twenty working days before the date of submitting the grant application.

3.4. The Beneficiary is responsible for ensuring that any documents submitted by it do not infringe the rights relating to personality of any other person and that the Beneficiary has all the consents and permits necessary for the use of the data concerning the data subjects. The legal consequences of any such missing consents or permits shall be borne entirely by the Beneficiary.

3.5. If the Beneficiary made a statement in accordance with Clause 3.1(f), it shall certify the existence of final official authorisations retrospectively, in the final report on the implementation of the supported activity at the latest.

3.6. If the grant decision sets the grant in an amount lower than the grant amount indicated by the Beneficiary, the Beneficiary shall reduce the amount(s) indicated in the budget plan accordingly, and the amended budget plan accepted by the Granting Authority shall be annexed to the award document.

3.7. If an award document is issued, the grant relationship is established upon communication of the award document to the Beneficiary. If any of the conditions set out in the award document differs from the condition set out in the grant application and the Beneficiary does not make a statement within five working days of the notification of the award document (whether it accepts it or not), the award document shall enter into force on the date of the notification.

4. Disbursement of the grant

- 4.1. Conditions of the payment of the grant:
 - a) establishment and entry into force of the grant relationship in accordance with Clause 3.7;
 - b) the availability of a guarantee provided by the Beneficiary, excluding the case of an exemption from providing a guarantee;
 - c) there is no other reason provided by law or in these T&C to exclude the payment of the grant.
- 4.2. The grant amount will be made available within twenty working days of the fulfilment of the provisions of Clause 4.1, as specified therein.
- 4.3. As guarantee, a declaration authorising a collection order regarding all of the Beneficiary's payment accounts active at the time of the entry into force of the award document and those opened subsequently – which the law permits to be encumbered with a collection order – must be submitted, along with a statement authorising queuing (keeping on hold) for a period of no more than thirty-five days in the event of potential insufficient funds, except where provided otherwise by the call for applications. The declaration of authorisation shall be valid until withdrawn, and such withdrawal prior to expiration must be subject to written authorisation by the Granting Authority. After the successful accounting for the grant and the expiration of the mandatory maintenance period, the Granting Authority issues the declaration on the withdrawal of the collection order.
- 4.4. Disbursement of the grant may be suspended by the Granting Authority if, following the issue of the award document, a circumstance arises which renders the Beneficiary incapable of fulfilling its obligations under the award document, its fulfilment is permanently impeded or fails for reasons beyond the Beneficiary's control.
- 4.5. If the submission of the grant application is made conditional on the fact that the person submitting the grant application is not subject to a due and still unpaid public debt, the award document may be issued only if the Beneficiary is included in the database of public debt-free taxpayers or proves its being public debt-free with a tax certificate issued by the state tax authority.
- 4.6. The Beneficiary acknowledges that if the grant awarded for the activity constitutes a de minimis aid, it can only be granted if the following conditions of the De Minimis Regulation are met:
 - a) the gross grant equivalent of grant awarded to one and the same undertaking from any source on a de minimis aid basis, with regard to three financial years, may not exceed the amount in HUF corresponding to EUR 200,000 or, in the case of the commercial road freight transportation sector, EUR 100,000;
 - b) when awarding each new de minimis aid, the total amount of the de minimis aid awarded during the current financial year and during the previous two financial years shall be taken into account;
 - c) the de minimis aid may not be cumulated with state aid in respect of the same eligible costs if the cumulated amount would exceed the level of aid intensity as laid down in the General Block Exemption Regulation or in the decision of the European Commission approving it;
 - d) prior to the award of the grant, the undertaking concerned shall provide the Granting Authority with a written or electronic statement of each de minimis aid received by the undertaking during the two previous financial years and the current financial year;
 - e) the Beneficiary shall keep the documents relating to the grant for a period of ten years from the date of approval of the final report and shall produce them upon the request of the Granting Authority; and, upon the request of the European Commission, information must be provided on grants provided on the legal ground of de minimis aid within twenty working days.

5. Use of the grant

- 5.1. The Beneficiary acknowledges that it may only use the grant to implement the supported activity specified in the award document and to cover the tasks and activities specified in the technical plan (project plan) or budget plan included in the award document and approved by the Granting Authority.
- 5.2. Upon using the grant, the Beneficiary shall comply with the provisions of the applicable accounting, tax and social security legislation and, if the relevant conditions are met, with the public procurement legislation. Where a public procurement procedure is not required by law, the Beneficiary shall select the persons involved in the implementation of the supported activity in a transparent and non-discriminatory manner so as to ensure the economical, efficient and effective use of the grant. If the law does not require the conduct of a public procurement procedure, the Beneficiary is still obliged to conduct its purchases at a market price in a reasonable manner.
- 5.3. Unless otherwise decided by the Granting Authority, the Beneficiary shall use the subject of the investment(s) implemented within the framework of the supported activity for a period (as specified in the award document) of at least three years or, in the case of real estate investment grant, at least five years following the end of the implementation period (maintenance period) in accordance with the purpose of the grant, and it may dispose of it, encumber it, rent it or provide it for use to another person or utilise it otherwise only with the prior written permission of the Granting Authority. In the event of complete or partial disposal of the assets created by the investment, the Granting Authority may, as a condition of approval, require the new owner to replace or join the Beneficiary in the grant relationship, respectively; or, where the assets are leased or provided

for use otherwise, to join the Beneficiary in the grant relationship for the duration of such lease or use, or to make a unilateral statement on assuming the obligations.

- 5.4. The Beneficiary acknowledges that, during the implementation of the supported activity, it may only conclude contracts for the purchase of goods or services exceeding the value limit of HUF 200,000 at the expense of the grant and, if required, its own resources, if such contracts are in writing. An order sent and confirmed shall also be considered a written contract. The amount of a payment made for the performance of a contract in breach of the required written form shall not be taken into account among the costs of the supported activity.
- 5.5. The Beneficiary shall keep separate accounting records on the use of the grant, and it shall keep all the documents relating to the grant, and all the documents and accounting documents supporting the use of the grant, for at least ten years from the approval of the final report by the Granting Authority. If the location of the documents changes, the Beneficiary shall notify the Granting Authority in writing without delay, but no later than within ten working days.
- 5.6. The Beneficiary shall enter the tangible assets acquired from the grant into an inventory.
- 5.7. A contributor (natural or legal person) may be involved in the implementation of the grant subject to the prior written approval of the Granting Authority, provided that it meets the requirement of sound labour and employment relationships and is considered a transparent organisation. If the Beneficiary uses the contribution of another person to fulfil its obligation or exercise its right under the award document, it shall be liable for the conduct of the person used as if it had acted itself.

6. Accounting for the grant

- 6.1. The Beneficiary shall prepare a final report in accordance with the "Guide for the Settlement of Accounts" document published on the Granting Authority's website and forming an integral part of the award document, and submit it to the Granting Authority within the deadline specified in the award document.
- 6.2. Under the obligation to submit a final report, the Beneficiary is required to report on the total grant amount even if the amount of the public debt owed by the Beneficiary has been withheld from that amount.
- 6.3. On the basis of the final report, the Granting Authority shall audit the implementation of the supported activity and the intended use of the grant in accordance with the provisions of the award document.
- 6.4. In the final report, the Beneficiary may only include the costs incurring in the implementation period specified in the award document and which are related to the implementation of the supported activity.
- 6.5. Only costs actually incurred during the implementation period in connection with the supported activity, that were included in the (original or amended) budget plan approved by the Granting Authority, and were spent by the Beneficiary on the supported activity specified in the award document may be recognised in the final report.
- 6.6. The Beneficiary acknowledges that, unless provided otherwise by the Granting Authority, any unused grant shall be reimbursed to the Granting Authority on the basis of the Granting Authority's declaration on the acceptance of the final report. The Beneficiary shall send a certified copy of the statement of the payment service provider (bank) certifying the return by bank transfer of the unused grant to the Granting Authority simultaneously with the transfer. The repayment of any unused grant shall not relieve the Beneficiary of the obligation to submit a final report on the grant used.

7. Auditing the use of the grant

- 7.1. The legitimacy of the grant application and the use of the grant may be audited by the Granting Authority, the organisations and persons authorised by it, as well as the bodies specified by law. The audit may be carried out before the grant decision is taken, before the grant relationship is established, during the use of the grant, at the end or closure of the supported activity, and for five years after the adoption of the final report.
- 7.2. The Beneficiary acknowledges that, in the context of an audit, the auditing body is entitled to review all the documents relating to the grant at the registered office of the auditing body or in the context of an on-site audit and to have the persons involved in the implementation make statements with regard to the grant. The audit may also cover parties to a contract concluded by the Beneficiary for the implementation of the supported activity who are involved in the performance of the supported activity. The Beneficiary shall provide all the information and other assistance necessary for the audit.
- 7.3. The Beneficiary shall manage the grant separately and keep separate accounting records regarding the use of the grant. The Beneficiary shall also manage and record the invoices, accounting documents, contracts and other documents certifying the use so that these can be audited by the Granting Authority or another body or person entitled to audit.

7.4. The Beneficiary shall co-operate with the audit organisations by helping the representatives of the auditing body in their audit work by providing the appropriate documents, invoices, documents proving the implementation, and accounting documents, and assisting the on-the-spot verification of physical implementation, and it shall provide the appropriate documentation and ensure the conditions for on-site audit.

8. Legal consequences of the breach of the grant relationship

8.1. The Granting Authority shall be entitled to order the withdrawal of the grant if any of the following conditions are met:

- a) if a significant change occurs in the nature, timing or implementation of the supported activity as a result of which the implemented activity no longer meets the objective defined in the grant application or adopted in the executive director's resolution on the grant decision;
- b) if the circumstances under which the grant was awarded change due to the Beneficiary to such an extent that it would jeopardise the economical implementation of the supported activity;
- c) if it is credibly proved that the Beneficiary provided untruthful, false or misleading information, concealed a material circumstance or provided untruthful or false information about a material circumstance or fact, which materially influenced the establishment of the grant relationship, the acceptance of the final report or the audit;
- d) if the Beneficiary fails to comply with any of the notification obligations set out in Clause 10, or complies with it after the relevant deadline expired or, if no such deadline is applicable, complies with it with a delay exceeding twenty working days from the date on which it became aware of the reason for the notification without justifying the delay;
- e) if the Beneficiary breaches its obligations under the law, the award document or these T&C for reasons attributable to it, in particular if it
 - ea) fails to meet the set deadlines, or fails to comply with its other data supply obligations;
 - eb) does not fulfil its obligation of tolerating the audit and cooperating, and, as a result, it is not possible to properly audit the supported activity;
 - ec) uses the grant for a purpose other than that specified in the award document;
 - ed) fails to fulfil its obligations regarding the submission of the interim or final report, or fails to comply with them within the deadline, or complies with them incompletely even after a call for rectification, makes an inaccurate statement or prepares an inaccurate interim or final report;
- f) the Beneficiary is subject to bankruptcy, winding-up, dissolution, compulsory strike-off or other proceedings aimed at its termination as defined by law;
- g) if, as a result of the transformation of the Beneficiary, it no longer fulfils the conditions set out in the grant announcement, the call for applications, or the award document;
- h) if the Beneficiary has been ordered by a public administration body or, in the event of a judicial review thereof, by the court to pay a fine for the employment of unreported employees or employees without a work permit;
- i) if the Beneficiary withdraws any of the statements as specified in the award document or required by law as a condition for the issuance of the award document;
- j) the Beneficiary does not have the official permit required for the supported activity or cannot prove the existence of the official permit in the final report at the latest.

8.2. If, following the issuance of the award document, a circumstance arises which renders the Beneficiary incapable of fulfilling its obligations under the award document, such fulfilment is permanently impeded or fails for reasons beyond the Beneficiary's control, the Granting Authority may terminate the grant relationship. The Beneficiary shall repay the unused grant to the Granting Authority within the deadline set for the submission of the final report and account for the grant disbursed so far.

8.3. If any of the cases specified in Clause 8.1 occurs, the Granting Authority shall call the Beneficiary to remedy the breach by setting a deadline of ten working days, in writing. The Beneficiary shall comply with the call within the deadline or timeframe specified in the call. If the deadline or timeframe expires without performance, the Granting Authority may apply the legal consequences of breach of contract.

8.4. In the event of the unauthorised, illegal or improper use of the grant, or if the grant is withdrawn or the award document is cancelled or terminated, the Beneficiary shall repay the amount of any unduly used grant plus transaction interest or, in the case of delay, default interest.

8.5. The transaction interest rate is twice the central bank base rate. When calculating the transaction interest, the central bank base rate valid on the first day of the calendar half-year affected by the recovery shall be applicable for the entire period of the given calendar half-year.

8.6. The Beneficiary shall reimburse the amount of the grant to be repaid within twenty working days of the receipt of the notification on the withdrawal of the grant to the payment account number specified in the award document. The Beneficiary shall send a copy of the bank statement certifying the return of the grant to the Granting Authority simultaneously with the transfer.

8.7. If the repayment obligation arises for a reason within the Granting Authority's control, the repayment of the grant shall be interest-free until the set due date.

8.8. If the Beneficiary defaults on its repayment obligation, it shall pay default interest in the rate corresponding to the central bank base rate valid on the first day of the calendar half-year affected by the delay.

9. Amendment of the grant relationship

9.1. The award document may be amended at the initiative of the Granting Authority or the Beneficiary, unless otherwise provided by law. If the Granting Authority amends the award document in favour of the Beneficiary, it may do so unilaterally. If, due to the occurrence of an unforeseen external reason, the supported activity can be implemented only by amending the award document, the Beneficiary shall initiate the amendment of the award document.

9.2. It is not necessary to issue an amended award document where

- a) the amendment does not affect the essential content of the grant relationship as defined in the award document;
- b) the duration of the supported activity and the related deadlines for use and reporting are expected to suffer a delay of no more than three months relative to the deadline specified in the award document;
- c) the fulfilment of the value of any of the indicators specified in the award document is expected to be limited due to unforeseen external reasons, but the limitation of fulfilment would not exceed 10% of the target value;
- d) the change of the technological or technical content is of such a nature that a technological or technical solution more favourable than or of equal value as the feature or ability undertaken by the Beneficiary in a statement with regard to the effectiveness of the supported activity is implemented.

If the award document needs to be amended for reasons for which the Beneficiary is at fault, the Granting Authority shall be entitled to apply the legal consequences set out in Clause 8, taking into account all the circumstances of the case, in particular the economical feasibility of the supported activity.

9.3. The Beneficiary shall submit a reasoned request for the amendment of the award document in writing to the Granting Authority, accompanied by supporting documents, twenty working days before the last day of the implementation period specified in the award document.

9.4. During the use of the grant, the Beneficiary may deviate downwards from the amount fixed on the individual budget lines of the budget plan to an unlimited extent. If it becomes necessary to change the budget plan following the issuance of the award document, the award document shall be amended if the Beneficiary wishes to amend the cost elements (main lines) of the budget plan by more than 10% each. Transfers exceeding 10% but not more than 25% as a maximum shall be requested by the Beneficiary from the Granting Authority in writing in accordance with Clause 9.4.

9.5. Upon the receipt of a request for the amendment of the award document, the disbursement of the grant shall be suspended by the Granting Authority until the request for the amendment of the award document has been processed. The Granting Authority shall not be liable for any compensation or the payment of a default interest resulting from the suspension order.

9.6. The Granting Authority shall accept or reject the Beneficiary's request to amend the award document within fifteen working days of its submission, and shall inform the Beneficiary of its decision in writing. No rectification of the application shall be possible. The award document shall be valid together with the amendment adopted most recently. At the request of the Beneficiary or in the event of the amendment of the grant relationship due to a reason arising within the Beneficiary's control, the costs incurred in connection with the amendment shall be borne by the Beneficiary.

10. Notification obligation of the Beneficiary

- 10.1. The Beneficiary shall inform the Granting Authority in writing of all relevant facts and circumstances related to the supported activity – including, in particular, those which jeopardise the achievement of the objective of the grant, or if the achievement of the objective of the grant fails in part or in whole, is permanently impeded or if the supported activity is delayed or threatened to be delayed relative to the scheduling set by the award document – within ten working days of their occurrence or their becoming known to the Beneficiary.
- 10.2. The Beneficiary shall notify the Granting Authority in writing without delay but no later than within ten working days if it opens a new payment account in addition to the one notified to the Granting Authority or terminates the existing one.
- 10.3. The Beneficiary shall notify the Granting Authority in writing without delay if it is subject to bankruptcy, winding-up, dissolution, compulsory strike-off or other proceedings aimed at its termination as defined by law or if the state tax authority deleted its VAT number during the grant relationship. If the Beneficiary is terminated or transformed, it shall immediately notify the Granting Authority by sending the relevant court or administrative decision once the decision has become final. The transformation of the Beneficiary means its transformation into another legal form, its merger or division. In the event of a transformation, the legal successor of the Beneficiary may enter the grant relationship if it complies with the conditions specified by law, in the grant announcement or the call for applications, subject to the amendment of the award document.
- 10.4. The Beneficiary shall notify the Granting Authority in writing of any change in its entitlement to tax deduction within ten working days of the change. In the final report, the Beneficiary shall account for the amount of the grant used before the notification of the change and corresponding to the recovered VAT, and repay it to the Granting Authority.
- 10.5. If the Granting Authority provides a form for fulfilling any reporting, notification or information obligation arising from the award document or these T&C, such obligation may only be complied with by using the form in question. Forms can be downloaded from the website of the Granting Authority at www.wbgc.hu. If the Granting Authority makes available an online grant system for fulfilling an obligation, such obligation may only be complied with by using the system in question.

11. Data processing and requirements relating to data transmission and transparency in the context of the grant

- 11.1. The Granting Authority and the Beneficiary shall inform the data requester or the public about the essential content of the award document. For the purposes of this Clause, the following shall be considered an essential element of the award document:
 - a) name of the Granting Authority and the Beneficiary;
 - b) purpose of the supported activity;
 - c) amount of the grant.
- 11.2. The Beneficiary acknowledges that public-interest information and information made public for public interest relating to the use of the grant shall not be considered a business secret under the Privacy Act. The Beneficiary undertakes to provide the requester with information on public-interest information and information made public for public interest relating to the grant relationship upon a specific request to this effect.
- 11.3. The Beneficiary understands that data not qualifying as public-interest data or sensitive data processed in connection with the procedure related to the application, the call for applications and the grant decision by the person preparing and announcing the grant announcement and the call for applications, the person preparing the grant decision and the person making the decision shall be public for public interest, to which the legal provisions on data of public interest apply.

12. Rules on communication and the service of documents

- 12.1. Any document or statement related to the grant relationship (hereinafter jointly: consignment)
 - a) shall be deemed to have been communicated at the time when it was sent to the addressee if sent by e-mail;
 - b) shall be deemed to have been communicated at the time when it was received by the addressee under the rules on delivery by post if sent by post.
- 12.2. If the delivery of the consignment by post fails because the Beneficiary or its agent refused to receive the consignment, the consignment shall be deemed to have been delivered on the day on which delivery was attempted. If the consignment is returned with the indication "unclaimed" after the second attempt at delivery by post, the consignment shall be deemed to have been delivered on the day the consignment returned by the post office was returned.
- 12.3. Unless otherwise specified by the grant announcement, the call for applications and the award document, a statement sent by e-mail shall also be considered as a written statement if the statement is officially signed and dated and sent as a scanned attachment.

- 12.4 The deadline available for reply shall run from the day following the communication. In the case of a statement submitted by e-mail, the deadline for reply shall start on the next working day.

13. Handling of objections

- 13.1 In the case of a grant provided by way of a grant announcement or call for applications, the applicant or the Beneficiary of the grant may file an objection with the Granting Authority if in its opinion the grant procedure or the procedure relating to the making of the grant decision, the issuance of the award document, or the disbursement or reclaiming of the budgetary support is unlawful and contrary to the grant announcement, the call for applications or the grant relationship.
- 13.2 No objection may be lodged against a decision or measure against which another legal redress is available or which does not directly establish a right or obligation relating to the applicant or the Beneficiary of the grant.
- 13.3 The objection must be filed to the e-mail address wbgc@wbgc.hu or by post, within the deadline set in connection with the contested measure or omission or, in lack of such deadline, within five days of becoming aware of such measure or omission, but at the latest within ten days of its occurrence. No request for excuse can be submitted regarding a failure to meet the deadline for filing objections.
- 13.4 If the Granting Authority agrees with the objection, it shall take the necessary measures to remedy the situation complained of or, if it does not agree with the objection, it shall reject it and notify the person submitting the objection officially of its decision, stating the reasons for the rejection.
- 13.5 No further objection can be filed and no other remedies will be available against the decision made regarding the objection.

14. Final provisions

- 14.1 In issues not provided for in these T&C, the provisions of Hungarian law, including in particular the Civil Code, shall prevail.
- 14.2 Any dispute arising from the grant relationship shall be settled amicably, by way of negotiations. Should this fail within thirty days, the Hungarian courts or other Hungarian authorities with power to conduct the proceedings shall have jurisdiction to settle the dispute.
- 14.3 The Beneficiary acknowledges that its lack of knowledge of Hungarian law shall not exempt it from fulfilling its obligations arising from the grant relationship.