

## Second addendum to the subsidy contract for the implementation of Interact Office Viborg

### Preamble

Based on the approval of the Interact III Monitoring Committee as made at its ninth meeting on 3 December 2019 (Bucharest, Romania), savings of Interact Offices Turku and Viborg are transferred to Interact Office Vienna in the amount of EUR 1 948 988 in order to contribute to the development costs of the new Jems monitoring system and to the Interact Secretariat (priority 1 budget) in the amount of EUR 100 000. The maximum total grant amount of Interact Office Viborg is thus decreased from EUR 10 611 827 to EUR 9 525 431. Furthermore, new provisions are added to Article 9 Additional obligations regarding data compliance and data security.

The Bratislava Self-Governing Region

Represented by Mgr. Juraj Droba, MBA, MA, President

Sabinovská 16, 820 05 Bratislava 25, Slovak Republic

as Managing Authority of the Interact III 2014-2020 Programme in the meaning of Article 125 of Regulation (EU) No 1303/2013 ('Managing Authority')

on the one hand and

Danish Business Authority

Represented by Pernille von Lillienkjold, Head of Unit

Vejlsøvej 29, 8600 Silkeborg,

Denmark

as Beneficiary in the meaning of Article 2(10) of Regulation (EU) No 1303/2013 ('Beneficiary'),

jointly referred to as 'Parties',

have agreed that the below provisions of the subsidy contract for the implementation of Interact Office Viborg are modified as follows:

1. In Article 3 Award of subsidy, paragraph 1, the amounts 'Maximum amount of ERDF contribution', 'Maximum amount of national contribution' and 'Maximum total grant amount' are replaced as follows:

Maximum amount of ERDF contribution:	EUR 8 096 616,35
Maximum amount of national contribution:	EUR 1 428 814,65
Maximum total grant amount:	EUR 9 525 431,00

2. In Article 3 Award of subsidy, paragraph 3, the table 'planned total expenditures' is replaced by the following table:

Category	Amount (EUR)
Staff costs	6 589 223,10
Office and administration expenditure	988 383,46
Travel and accommodation costs	570 229,00
External expertise and services costs	1 355 115,20
Equipment expenditure	22 480,24
Total	9 525 431,00

3. The following new paragraphs are added to Article 9 Additional obligations:

3. The Beneficiary in the implementation of the activities under the Contract will collect data on behalf of the Programme and Managing Authority. It is generally intended that all collected data in the fulfilment of such activities belong to Bratislava Self Governing Region and have to be collected and stored in the Programme IT Tools system and made available following the normal rules of the Programme. By data it is intended all information and documents produced and collected on behalf of Interact.
4. The Beneficiary agrees to collect all data produced and collected as part of the Interact Programme into the Interact IT Tools system and into Managing Authority designated servers.
5. It is understood that part of the data collected and produced on behalf of the Programme may be needed by the Beneficiary for internal purposes. It is allowed by the Beneficiary to duplicate by redundancy or by copy such data to be used internally for administrative purposes. Any other use of the data should be explicitly stated, and an appropriate request should be initiated by the Beneficiary with the Managing Authority.
6. In case the Beneficiary should need or want to use the data collected on behalf of the Programme for a different purpose than internal administration, a specific request should be addressed to the Managing Authority. Commercial use of Interact data is prohibited while free public availability or different use may be granted upon request.
7. As stated in Article 9.3., data produced and collected on behalf of the Programme has to be stored in the Interact IT Tools system. In the event of Interact data temporarily or permanently stored in the Beneficiary IT system, the beneficiary is responsible for the integrity and security of the data and will implement state of the art back up procedures to ensure retention of data.
8. The staff of the Beneficiary designated to work on the Programme activities will share the data collected with the Managing Authority and the Interact Secretariat. The Beneficiary will communicate a list of staff designated to work for Interact and will keep such list updated each time a staff member is terminated or hired. It is the duty of the Beneficiary to make sure that lists are up to date.
9. In the implementation of the Programme's activities as specified in the Contract, the Beneficiary may collect, produce and process personal data on behalf of the Managing Authority. All personal data collected with the purpose of implementing the Programme belongs to the Managing Authority and must be stored in the Interact IT systems. In the act of collecting and processing personal data on behalf of the Programme, the Beneficiary acts as a data processor of the Managing Authority and is bound to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ('GDPR') as such. The Beneficiary will communicate its structure in terms of GDPR compliance and will certify it. It will also communicate to the data controller (Managing Authority) the staff allocated to the Programme that will have access to Interact personal data as well as its Data Protection Officer name and contacts. The Managing Authority designates all Beneficiaries as Data Processors for the Programme activities and will share with them all data. If needed, the Beneficiary may designate further processors of the data it collects. Authorisation for such processors should be requested to the Managing Authority and authorised. It is the duty of the Beneficiary to attach elements of compliance of such additional processors to the request of authorisation. The Beneficiary will not retain any personal data collected or produced on behalf of the Managing Authority, unless required by their internal administrative procedures. When retained, Interact personal data must follow the rules of the Beneficiary personal data management in compliance with GDPR. Any other personal data retention by the Beneficiary must follow the rule ex Articles 9.5 and 9.6. with specific request to the Managing Authority. The data that the Beneficiary will need to keep must be listed clearly in an official request.

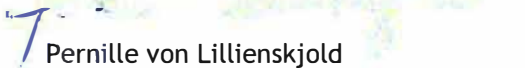
4. All other terms and conditions of the Contract remain unchanged. This addendum is signed in three identical copies of which the Managing Authority keeps two and the Beneficiary keeps one.
5. This addendum shall enter into force on the date the last signature is given and shall be effective on the day following the date of its publication on the website of the Bratislava Self-Governing Region in accordance with paragraph 47a(1) of the Civil Code of the Slovak Republic. The Managing Authority shall inform the Beneficiary and the Certifying Authority of the Programme on the date of effectiveness of the addendum.

For the Managing Authority

  
Mgr. Juraj Droba, MBA, MA  
President

Place and date: Bratislava, ... 15. 02. 2022

For the Beneficiary

  
Pernille von Lillienkjold  
Head of Unit

Place and date: Silkeborg, 4 February 2022