

**Template Partnership Agreement
for
donor partnership projects**

between

The municipality of Kružlová
Kružlová 8, 090 02 Kružlová, IČO: 00330655
PhDr. Adrián Gužo

hereinafter referred to as the “Project Promoter”

and

[DMP Bodø]
[Unnliveien 66, 8023 Bodø]
[Pedro Rusinko]
hereinafter referred to as the “Project Partner”

hereinafter referred to individually as a “Party” and collectively as the “Parties”

**for the implementation of the Project [*“Development of physical and mental abilities of children and youth in the municipality of Kružlová”*]
funded under the [*Norwegian*] Financial Mechanism Programme [*LDI01 Local Development, Poverty Reduction and Roma Inclusion*]**

Disclaimer:

This template Partnership Agreement aims at assisting Project Promoters and Project Partners in the preparation of their partnership agreements required under Article 7.7 of the Regulations on the implementation of the EEA and Norwegian Financial Mechanisms 2014-2021. It is provided for information purposes only and its contents are not intended to replace consultation of any applicable legal sources or the necessary advice of a legal expert, where appropriate. It is the responsibility of the Parties to ensure compliance of the provisions of this Partnership Agreement with the Project Contract and the applicable legal framework. Neither the FMO nor any person

acting on its behalf can be held responsible in connection with any use or re-use made of this template partnership agreement.

PREAMBLE:

In general terms, it is recommended to include introductory provisions referring to the scope and objectives of the EEA/Norwegian Financial Mechanism Programme as well as the general aims of the Project, highlighting, if deemed appropriate, any background information that might be relevant to the partnership.

Since several provisions of the Partnership Agreement will make reference to the Programme (as defined and agreed upon in the Programme Agreement entered into between the National Focal Point and the Donor(s)) as well as to the Project (as agreed between the Programme Operator and the Project Promoter in the framework of the Project Contract), a definition of what is meant by both the Programme and the Project should be foreseen so as to ensure clear cross-references throughout the Partnership Agreement.

IT IS AGREED AS FOLLOWS:

Article 1 – Scope and objectives

1. This Partnership Agreement (hereinafter referred to as the “Agreement”) defines the rights and obligations of the Parties and sets forth the terms and conditions of their cooperation in the implementation of the Project [as described and defined in Annex[*Budget*] [1] (hereinafter referred to as the [*Budget*])].
2. The Parties shall act in accordance with the legal framework of the [Norwegian] Financial Mechanism 2014-2021, namely with the Regulation on the implementation of the [Norwegian] Financial Mechanism 2014-2021 (hereinafter referred to as the “Regulation”). The Parties expressly acknowledge to have access to and to be familiar with the content of the Regulation.
3. Any Annexes to this Agreement constitute an integral part of the Agreement. In case of inconsistencies between the Annexes and the Agreement, the latter shall prevail.

Article 2 – Entry into force and duration

1. This Agreement shall enter into force on the date of the last signature by the Parties. It shall remain in force until the Project Partner has discharged in full its obligations towards the Project Promoter as defined in this Agreement.

Article 3 – Main roles and responsibilities of the Parties

1. The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this Agreement.
2. The Parties shall carry out their respective obligations with efficiency, transparency and diligence. They shall keep each other informed about all matters of importance to the overall cooperation and the implementation of the activities to be performed. They shall act in good faith in all matters and shall, at all times, act in the interest of the Programme and the Project.
3. The Parties shall make available sufficient and qualified personnel, which shall carry out their work with the highest professional standard. While carrying out the assignment under this Agreement, the personnel and entities engaged by either Party shall comply with the laws of the respective countries.
4. Whenever in the performance of their assignments under this Agreement the Parties' personnel are on the premises of the other Party, or at any other location in the other Party's country on request of such Party, that Party shall ensure that such premises and locations comply with all applicable national health, safety and environmental laws and standards. The Parties shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to the property of the other Party in connection with the implementation of the Project.
5. Each Party shall appoint a Project Manager who shall have operational responsibility for the implementation of the Project as well as serve as contact point for all exchanges of communication, documentation and materials between the Parties – Project manager – Pedro Rusinko.

Article 4 – Obligations of the Project Promoter

1. The Project Promoter is responsible for the overall coordination, management and implementation of the Project in accordance with the regulatory and contractual framework specified herein. It assumes sole responsibility for the successful implementation of the Project towards the Programme Operator.
2. The Project Promoter undertakes to, *inter alia*:
 - (a) ensure the correct and timely implementation of the Project's activities;
 - (b) promptly inform the Project Partner on all circumstances that may have a negative impact on the correct and timely implementation of any of the Project's activities, and of any event that could lead to a temporary or final discontinuation or any other deviation of the Project;
 - (c) provide the Project Partner with access to all available documents, data, and information in its possession that may be necessary or useful for the Project Partner to fulfil its obligations; in cases where such documents, data and information are not

in English, it shall provide an English translation thereof when so requested by the Project Partner;

- (d) provide the Project Partner with a copy of the signed Project Contract, including any subsequent amendments thereof as of their entry into force;
- (e) consult the Project Partner before submission of any request for amendment of the Project Contract to the Programme Operator that may affect or be of interest for the Project Partner's role, rights and obligations hereunder;
- (f) prepare and submit in a timely manner to the Programme Operator [interim project reports] in connection with the payment claims, in compliance with the Programme Agreement and the Project Contract so as to meet the payment deadlines towards the Project Partner as stipulated in this Agreement;
- (g) transfer to the Project Partner's nominated bank account all payments due by the set deadlines;
- (h) ensure that the Project Partner promptly receives all assistance it may require for the performance of its tasks;
- (i)

Article 5 – Obligations of the Project Partner

1. The Project Partner is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement and Annex [I] [Budget].

2. In addition to the above obligations, the Project Partner shall:

- (a) promptly inform the Project Promoter on relevant circumstances that may have an impact on the correctness, timeliness and completeness of its performance;
- (b) provide the Project Promoter with all information necessary for the preparation of any reports due by the Project Promoter to the Programme Operator within the deadlines and according to the reporting forms set by the Project Promoter;
- (c) immediately inform the Project Promoter of any cases of suspected or actual fraud, corruption or other illegal activity that come to its attention, at any level or any stage of implementation of the Project;
- (d) keep all supporting documents regarding the Project, including the incurred expenditure, either in the form of originals or in versions certified to be in conformity with the originals on commonly accepted data carriers, for at least 3 years from the [NMFA]'s approval of the final programme report;
- (e) provide any bodies carrying out mid-term or ex-post evaluations of the Programme, as well as any monitoring, audits and on the spot verifications on behalf of the

[Norwegian] Financial Mechanism any document or information necessary to assist with the evaluation;

- (f) effectively participate in promoting the objectives, activities and results of the Financial Mechanism as well as the Donor(s)'s contribution to reducing economic and social disparities in the European Economic Area;

Article 6 – Project budget and eligibility of expenditures

1. The detailed total Project budget, the budget share of [*the Project Partner*] as well as the allocation of the budget, amongst the activities to be performed by [*the Project Partner*] is fixed in Annex [1] [*Budget*].
2. Expenditures incurred by the Project Partner must be in line with the general rules on eligibility of expenditure contained in the Regulation, specifically Chapter 8 thereto.
3. Indirect costs shall be claimed by the application of the following method: [*method in accordance with Regulation Article 8.5.1 (c)*].

Article 7 – Financial management and payment arrangements

1. Payment of the project grant share to the Project Partner shall take the form of *advance payments*.
2. [*Advance payment - maximum amount is 12 500 euro and the off-set mechanism is a transfer of funds from the Project Promoter's bank account*].
3. The advance payment to the Project Partner shall be made no later than [*15 working days*] of the crediting of the advance payment from the Programme to the Project Promoter's bank account.
4. All amounts shall be denominated in [*euro*].
8. Payments to the Project Partner shall be made to the Project Partner's bank account denominated in [*euro*], identified as follows:

[*HSBC Bank plc, United Kingdom (Branch address: 19 Midsummer Boulevard, Milton Keynes MK9 3GB, United Kingdom)*]

Account name: CHARLIE & LEO LTD

a/c: 02459558

s/c: 40-30-32

Account number (IBAN): GB84 HBUK 4030 3202 4595 58

SWIFT/BIC: HBUKGB4144A].

9. Payments shall be deemed to have been made on the date on which the Project Promoter's account is debited.

10. In case partner manages accounting in a currency which is different than EUR, he shall convert the total amount of expenditure in accounting document list into EUR while using exchange rate declared by European Commission in the month when expenditure was booked in his accounting and such expense shall be recognized as eligible maximally to the level of amount converted into EUR in this way.

11. This grant is provided as de minimis aid.

Article 8 – Proof of expenditure

1. Costs incurred by the Project Partner shall be supported by receipted invoices or alternatively by accounting documents of equivalent probative value.

2. Proof of expenditure shall be provided by the Project Partner to the Project Promoter to the extent necessary for the Project Promoter to comply with its obligations to the Programme Operator.

3. When required, proof of expenditure shall take the following form: *[receipted invoices, or alternatively by accounting documents of equivalent probative value]*.

4. Indirect costs claimed by the application of a flat rate do not need to be supported by accounting documents.

Article 9 – Progress and financial reports

Project Partner is obliged to send a summary report to the grant recipient at the end of the project activity so that he can fulfil his information obligation towards the grant provider in time.

Article 10 – Audits

The partner will report expenses in such a way that they are sufficient for the purpose of financial audits.

Article 11 – Procurement

1. National and EU law on public procurement shall be complied with by the Parties at any level in the implementation of the Project.
2. The applicable procurement law is the law of the country in which the procurement is being carried out.

Article 12 - Conflict of interest

1. The Parties shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during the performance of the Agreement must be notified to the other Party in writing without delay. In the event of such conflict, the Party concerned shall immediately take all necessary steps to resolve it.
2. Each Party reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Parties shall ensure that their staff, board and directors are not placed in a situation which could give rise to conflict of interests. Each Party shall immediately replace any member of its staff exposed to such a situation.

Article 13 - Confidentiality

Any disclosure of confidential information may be made only with the consent of both parties to the agreement.

Article 14 - Intellectual property rights

All works and materials produced by the Partner remain his property.

Article 15 –Liability

The Partner is responsible for carrying out the activities defined in Annex 1.

Article 16 – Irregularities

1. Irregularities are defined in accordance with Article 12.2 of the Regulation.
2. In case an irregularity has come to the attention of one Party, that Party shall immediately inform the other Party thereof in writing.

3. In cases where measures to remedy any such irregularity are taken by the competent bodies referred to in Chapter 12 of the Regulation, including measures to recover funds, the Party concerned shall be solely responsible for complying with such measures and returning such funds to the Programme. The Project Partner shall, in such cases, return the recovered funds through the Project Promoter.

Article 17 – Suspension of payments and reimbursement

1. In cases where a decision to suspend payments and/or request reimbursement from the Project Promoter is taken by the Programme Operator, the National Focal Point or the Donor State, the Project Partner shall take such measures as are necessary to comply with the decision.

2. For the purposes of the previous paragraph, the Project Promoter shall, without delay, submit a copy of the decision referred to in the previous paragraph to the Project Partner.

Article 18 – Termination

1. Termination for convenience by either Party - fulfilment of the obligations of the contracting parties and at the same time the expiration of the period for which this Agreement was concluded by agreement of the parties, withdrawal from this Agreement.

2. Either Party may terminate this Agreement in the event of a breach by the other Party of its obligations - if it deems it necessary with regard to the circumstances and seriousness of the breach of the contractual obligation by the Partner and this procedure is effective from the point of view of the Beneficiary, if the Partner has breached its contractual obligations in such a way that it does not allow for the material and time implementation of the Project, if the Partner repeatedly fails to fulfil its contractual obligations or if it has intentionally breached its contractual obligation.

3. Furthermore, in case of termination of the Project Contract for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.

4. The Partners undertake to accept the decision of the Recipient and to withdraw from this Agreement against the relevant Partner. If necessary, the Partners undertake to enter into an amendment to this Agreement, which regulates their mutual rights and obligations related to withdrawal from this Agreement towards the Partner and / or related to the accession of a new Partner to this Agreement, instead of the original withdrawing Partner.

The ownership right to the property, which the Partner, against whom the withdrawal from this Agreement was acquired in whole or in part from the funds of the Project Grant provided to him based on this Agreement, is obliged to transfer to another Partner, or Partners or the Recipient, as specified in the notice of withdrawal from this Agreement. If

this is not possible, the Partner against whom this Agreement has been withdrawn is obliged to return to the Recipient the Project Grant provided based on this Agreement. In the event of a breach of the obligation under clause of this Article, the Partner is obliged to pay the Beneficiary a contractual penalty in the amount of the Project Grant provided to the Partner under this Agreement by the time of withdrawal from the Agreement.

Article 19 - Assignment

1. Neither Party shall have the right to transfer their rights and obligations under this Agreement without the prior consent of the other Party.
2. The Parties acknowledge that all assignment of rights and obligations under this Agreement is dependent upon the Programme Operator's prior consent in accordance with the provisions of the Project Contract.

Article 20 – Amendments

1. Any amendment to this Agreement, including its Annexes, shall be the subject of a written agreement concluded by the Parties.

Article 21 – Severability

1. If any provision of this Agreement (or part of any provision) is found by any court, tribunal or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
2. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the Parties' original intent.

Article 22 – Notices and language

1. All notices and other communications between the Parties shall be made in writing and be sent to the following addresses:

For the Project Promoter:

The municipality of Kružlová

Kružlová 8, 090 02 Kružlová, IČO: 00330655

PhDr. Adrián Gužo

For the Project Partner:

DMP Bodø

Unnliveien 66, 8023 Bodø

Pedro Rusinko

2. The language governing the execution of this Agreement is English. All documents, notices and other communications foreseen in the framework of this Agreement shall be in English.

Article 23 – Governing law and settlement of disputes

1. The construction, validity and performance of this Agreement shall be governed by the laws of Slovak republic.
2. Any dispute relating to the conclusion, validity, interpretation or performance of this Agreement shall be resolved amicably through consultation between the Parties.
3. In the event of a dispute between the Beneficiary and the Partner, resp. With each other's partners, they undertake to resolve it primarily by mutual agreement or conciliation. In the event that the disputing parties fail to resolve the dispute by mutual agreement or conciliation, they shall promptly submit the dispute to the Program Administrator, who may, in its sole discretion, convene a joint meeting between the Program Administrator and the Dispute Parties or the Program Administrator and all parties to the agreement and out-of-court settlement. In the event that the Program Administrator does not convene a joint hearing or the dispute parties do not agree on a joint hearing convened by the Program Administrator pursuant to the previous sentence, the dispute parties will resolve the dispute before the competent general court of the SR.

This Agreement has been prepared in two originals, of which each Party has received one.

RETT KOPI BEKREFTES
Skatteetaten Bodo

For the Project Promoter

For the Project Partner

29 SEP. 2021

Signed in *KRUŽLOVÁ* on *4.10.2021*

Signed in Bodo on SIGN.!

PhDr. Adrián Gužo
Mayor of municipality Kružlová



DMP BODØ AS
Org. No. 925 089 168
VATNVEIEN 9 8050 BODØ
NORGE Tel: 986 41 857

Pedro Rusinko
Director