

## PARTNERSHIP AGREEMENT

### 1. PREAMBLE

- 1.1 The Parties specified in the Section 2 of this Partnership Agreement (hereinafter referred to as the "Agreement") conclude this Agreement according to Section 51 of the Act No. 40/1964 Coll. Civil Code as amended with the aim to jointly implement the project called „Naučme sa environmentálne myslieť a konať v prospech všetkých“ / „Let's start to think and act environmentally friendly way for benefit of all“ specified in the Article 5 of this Agreement (hereinafter referred to as the "Project").
- 1.2 Project Promoter filed an Project Application under the Call for submission of Project Applications – code of the Call ACC03, launched by the Government Office of the Slovak Republic as a Programme Operator for the program „Prispôsobenie sa zmene klímy – prevencia povodní a sucha, / Adjustment to climate changes – prevention of floods and dry periods hereinafter referred to as the „Programme Operator“). The Project Application was approved by the Programme Operator and the Project was registered under the no ACC03069.
- 1.3 The Parties have accepted the offer of the Programme Operator for the provision of the Project Grant and each partner, by signing this Agreement, explicitly agrees with the fact that the Project Promoter, after this Agreement becomes valid, shall conclude with the Programme Operator the Project Contract for implementation of project within the program “ Prispôsobenie sa zmene klímy – prevencia povodní a sucha ” cofinanced from Norwegian Financial Mechanism and the state budget of the Slovak Republic (hereinafter referred to as the "Project Contract"), according to which the Project shall be realized in the partnership established between them. By signing this Agreement, Partner declares that he is well acquainted with the draft of the Project Contract, which forms Annex No. 1 of this Agreement, understands its content, fully accepts and agrees with it and undertakes to fulfil the Project Contract after it becomes effective in compliance with the provisions of this Agreement.
- 1.4. The Partnership according to this **Agreement** does not have a legal subjectivity and does not represent a partnership according to Section 829 of the Act No. 40/1964 Coll. Civil Code as amended and this contractual relationship does not have a character of the supply-purchase relationship.
- 1.5. The terms used in this Agreement are defined in Article 1 General Conditions of Contract, which form Annex No. 2 of the Project Contract and/or in the NFM Legal Framework and/or in the Implementation Rules. In case a term in the Project Contract is defined otherwise than in the NFM Legal Framework or in the Implementation Rules i.e., for the purposes of this Agreement it shall be interpreted according to the definition contained in the Project Contract.

## **2. PARTIES**

### **2.1. Project Promoter**

Name of the company/organization:: Základná škola pre žiakov so sluchovým postihnutím internátna Viliama Gaňu

Legal form: public organisation

Address/Seat: ČSA 1823/1, 96701 Kremnica, Slovenská republika

ID No.:163091

Registered in: Slovenský štatistický úrad /Slovak Stastics Authority

Statutory representative: Mgr. Jana Jánošková, headmistress

Project Bank Account No.: SK08 0200 0000 0032 8190 5757  
(hereinafter referred to as the „**Project Promoter**“)

### **2.1 Partner 2**

Name: Skogbrukets Kurisinstitutt/ Forestry Extension Institute

Legal form: Adresa/sídlo: Honne, 2836 Biri, Nórsko

ID No.: TaxNo: 959 946 299

Registered in: Norway

Telephone/fax: +47 901 05 850 E-mail : post@skogkurs.no Http:www.skogkurs.no

Statutory representative: Sjur Haanshus

Bank connection: Bank Account No: IBAN NO36 2010 07 20796

## **3. PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is an establishment of a partnership between the Project Promoter and Partner pursuant to Article 6.8 of the Regulation on the implementation of the NFM 2009-2014 and Article 3.3. of the Programme Agreement in order to achieve their common goal through the implementation of the Project which will be co-financed from the Norwegian Financial Mechanism (hereinafter referred to as the „NFM“) and the state budget of the Slovak Republic under the conditions stated in the Project Contract.

## **4. SUBJECT MATTER OF THE AGREEMENT**

4.1. The subject matter of this Agreement is stipulation of contractual conditions, rights and obligations of the Parties during the implementation of the Project, as well as defining the roles and responsibilities of the Parties during the implementation of the Project towards each other and towards the Programme Operator. By conclusion of this Agreement the rights and obligations of the Project Promoter towards the Programme Operator pursuant to the Project Contract shall not be affected.

4.2. The Project Promoter hereby undertakes to implement the Project, pursuant to this



Agreement, the Project Contract and the current version of the Project Application and to transfer to each Partner, for the implementation of the Project the respective part of the Project Grant to the extent, manner and conditions stated in this Agreement and in the Project Contract. Each Partner hereby undertakes to implement the Project to the extent, manner and conditions stated in this Agreement, in compliance with the Project Contract and the current version of the Project Application, and for this purpose to accept the Project Grant and participate, together with the Project promoter, in Co-financing of the Project.

## **5. PROJECT, PROJECT GRANT, ELIGIBLE EXPENDITURES**

- 5.1 Total Eligible Expenditures on the Project, Total Eligible Expenditures on the Project Promoter and individually Total Eligible Expenditures on each Partner, as well as the amount of the Project Grant and grant rate, set individually for the Project Promoter and each Partner, the Project Objective, the Project Outcomes and the Project Outputs, including target amounts of the indicator and itemized Project Budget shall be specified in the Grant Offer Letter, which forms Annex No. 1 of this Agreement.
- 5.2. The detail itemized Project Budget, including unit prices, as well as other detail information about the Project, in particular a way of its implementation, which is not stipulated in this Contract, are stipulated in the current version of the Project Application and the Project Contract and the parties hereby undertake to process in compliance with this document when implementing the Project.
- 5.3. Each Partner takes into consideration that the conditions for provision of Project Grant to the Project Promoter and the manner of its provision are stated in the Project Contract, NFM Legal Framework and in the Implementation Rules.
- 5.4. Each Partner undertakes to use the Project Grant only for reimbursement of Eligible Expenditures in the amount and to the extent according to this Agreement, the Project Contract and the current version of the Project Application and in compliance with the NFM Legal Framework, and Implementation Rules. Each Partner undertakes to observe the eligibility criteria set out in the Project Contract, NFM Legal Framework and in the Implementation Rules.
- 5.5. Eligible Expenditures incurred by the Partner are subject to the same limitations as would apply if the expenditures were incurred by the Project Promoter. The Partner takes into consideration that the eligibility of the expenditures of the Partner is assessed primarily by the Project Promoter and subsequently by the Programme Operator in compliance with the Project Contract, NFM Legal Framework, Implementation Rules and the laws of SR and EÚ. The Programme Operator has, in accordance with the Project Contract, an exclusive right to decide whether the expenditure declared in the Project Interim Report, or Final Project Report fulfils the criteria of eligibility.
- 5.6. The Partner takes into consideration that by the approval of the Project Interim Report and Final Project Report by the Programme Operator the right of the Programme Operator or other Authorised entities to proceed according to the Article 13 of General Conditions of Contract, which form an Annex 2 of the Project Contract, and chapter 11 and 12 of the Regulation on the implementation of the NFM 2009-2014 if there is Irregularity and/or suspicion of irregularity, is not affected.

- 5.7. Each Partner takes into consideration that the Programme Operator is entitled to decide that the report of an independent and certified auditor confirming that the claimed expenditures incurred in accordance with the Regulation on the implementation of the NFM 2009-2014, local laws and the accounting rules of the country of the Partner, whose primary seat is in the Donor state, is considered as sufficient proof of eligibility of expenditures incurred to the Partner. The right of the Authorised entities to perform Audit of Project according to the article 6 of the General Contractual Conditions, which form Annex No. 2 of the Project Contract or Chapter 10 of the Regulation on the implementation of the NFM 2009-2014 is not affected by this provision.
- 5.8. The final amount of the Project Grant provided to the Partner shall be determined based on the Actually incurred eligible expenditures of the Partner, which are related to the implementation of the Project, however the total approved amount of the Project Grant aimed for each Partner within the Section 2.3./2.4. of Grant Offer Letter must not be exceeded.
- 5.9. The maximum amount of indirect costs claimed under the Project and the method of its calculation are set out in Guideline for the Project Promoters and Partners issued by the National Focal Point and must be followed. To use the method of flat rate is possible only if it is allowed by the Call.
- 5.10. In case the Partner keeps bookkeeping in other currency than in EUR, the Partner is required in the List of accounting documents to recalculate the total amount of expenditure to EUR currency using the exchange rate published by the European Commission in the month in which the expenditure was recorded in the accounts and such expense will be eligible up to a maximum amount so converted in EUR.

## **6. GENERAL RIGHTS AND OBLIGATIONS OF THE PROJECT PROMOTER**

- 6.1. The Project Promoter undertakes to ensure the implementation of the Project in full compliance with this Agreement, with the current version of the Project Application, the Project Contract, the NFM Legal Framework, to the extent to which they apply to Project Promoters and Partners and implementation of the Projects, with the Implementation Rules, to the extent to which they apply to Project Promoters and Partners and implementation of the Projects and generally binding legal regulations of the Slovak Republic and EU legislation.
- 6.2. Project Promoter in relation to the Partner shall:
  - 6.2.1. submit to the Partner the copy of the valid and effective Project Contract, including any amendments thereof, immediately after the entry into force,
  - 6.2.2. provide to the Partner assistance and upon request and / or whenever necessary for the purpose of successful implementation of the Project all information received from the Programme Operator and give him access to all related documents,
  - 6.2.3. perform properly and timely obligations under this Agreement and according to the Project Contract.



- 6.3. Project Promoter is entitled to require from the Partner all assistance to enable him properly and timely fulfil its obligations under this Agreement and the Project Contract and determine the extent and manner in which it should be granted.
- 6.4. In case the Project Promoter finds out, that the Partner does not implement the Project in the extent and in the manner pursuant to this Agreement and/or pursuant to the Project Contract or shall breach the duties following from this Agreement in a way that does not allow the realization of the Project in compliance with this Agreement and/or the Project Contract, the Project Promoter is obliged to inform without undue delay the Programme Operator and recommend, where relevant, in consultation with other Partners, the change of the Project Application; the Parties are obliged without undue delay to consult other possibilities and ways of fulfilment of the subject matter and purpose of this Agreement, including the possibility of the Partner to terminate this Agreement, or accession of the third party to this Agreement, and for this purpose to conclude an amendment to this Agreement, governing their mutual rights and responsibilities in implementing the Project.
- 6.5. Project Promoter cannot sign up as a candidate or participant in the procurement announced by the Partner.
- 6.6. Project Promoter transfer to Partner 2 the amount from the first upfront payment in value of 2,520 Eur from Project Grant.

## **7. GENERAL RIGHTS AND OBLIGATIONS OF THE PARTNER**

- 7.1. The Project Promoter to ensure the implementation of Project in full compliance with this Agreement, with the current version of the Project Application, Project Contract, NFM Legal Framework, to the extent to which they apply to Project Promoters and Partners and implementation of the Projects, with the Implementation Rules, to the extent to which they apply to Project Promoters and Partners and implementation of the Projects and applicable generally binding legal regulations of the Slovak Republic and EU legislation on public procurement and state aid and in compliance with the applicable national legislation of the Partner, if a Partner according to this Agreement is an entity with the seat in the v Donor State.
- 7.2. Partner shall:
  - 7.2.1. provide to the Project Promoter all assistance to enable it to properly and timely to meet the obligations resulting from this Agreement, Project Contract, NFM Legal Framework and Implementation Rules
  - 7.2.2. perform properly and timely obligations under this Agreement,
  - 7.2.3. realize Eligible Expenditures in accordance with the legislation in its country of seat, unless otherwise specified in this Agreement, Project Contract, NFM Legal Framework and Implementation Rules,
  - 7.2.4. during procurement of goods, services and works to comply with the Slovak legislation governing public procurement,
  - 7.2.5. at any time during the validity and effectiveness of this Agreement to prove to the Project Promoter and/or Programme Operator and/or other Authorised entity eligibility of expenditure in the same way as the eligibility of expenditures is

demonstrated by the Project Promoter according to the Project Contract, NFM Legal Framework and Implementation Rules,

- 7.2.6. keep this Agreement, including any amendments thereof, as well as to store and make it available at any time to the Project Promoter, Programme Operator and/or other Authorised entity all documents, accounting documents and Supporting documents relating directly or indirectly to the Project Grant and / or the Project implementation and to enable them to perform Project Audit, until the end of force and effect of the Project Contract,
- 7.2.7. during the realization of the Project if the provision of the Project grant is subject to the state aid or de minimis aid rules, proceed in accordance with the conditions of granting such aid or instructions of the Project Promoter and/or Programme Operator and ensure that meets criteria for its acceptance throughout the Period of the Project implementation or inform on its breach the Project Promoter and Programme Operator,
- 7.2.8. refrain from any action that might damage the reputation of NFM or jeopardize the implementation of the Project.
- 7.3. Each Partner shall secure that information provided by him to the Project Promoter or Programme Operator, through it or on its behalf, particularly in connection with the performance of this Agreement and implementation of the Project are equally authentic, true, accurate and complete.
- 7.4. Partner cannot sign up as a candidate or participant in the procurement announced by the Project Promoter.
- 7.5. Each Partner is obliged to enable a performance of control of the Project and ensure the access according to chapter 10 of the Regulation of the implementation of the NFM 2009-2014 as well as article 6 of General Contractual Conditions, which form Annex No. 2 of the Project Contract.
- 7.6. Partner by signing this Agreement agrees that the obligations set out for the Project Promoter in the Project Contract shall be applicable mutatis mutandis to him.
- 7.7 Partner 2 provides education via presentation of good practices, workshops and field trips of interesting eco systems, that helps to build the curriculum in the field of protection of environment and climate changes.

## **8. RIGHTS AND OBLIGATIONS OF THE PARTIES IN CONNECTION WITH THE USE OF PROJECT GRANT/ IF THE PROJECT GRANT IS PROVIDED TO THE PARTNER BY ADVANCE PAYMENT SYSTEM/**

- 8.1. Project Promoter shall transfer to the bank account of the each Partner specified in section of Article 2 of this Agreement the respective amount of the advance payment of the Project Grant including Co-financing of the Project in the amount according to this Agreement and respective Project interim report within 7 calendar days from the crediting of advance payment to the Promoter's Project Bank Account.
- 8.2. The bank account of the each Partner must be established as a special account in accordance with the requirements of the System of financing and financial management of Norwegian Financial Mechanism 2009 – 2014, determined depending on the legal



form of a Partner. Partner with its seat outside the SR is required to open an account in accordance with the requirements of the material laid on behalf of Project Promoter from the private sector, including NGOs.

- 8.3. If the bank account of the Partner represents interest-bearing account, the Partner is obliged to transfer the income from interest through the Project Bank Account of the Project Promoter to the predetermined account of Programme Operator, according to the Project Contract.
- 8.4. Partner undertakes to use the Project Grant exclusively to reimburse the Eligible Expenditures for the purposes of reaching the goal, Project Output and Project indicators in line with the principles of economy, efficiency and effectiveness and shall ensure that Eligible Expenditures realized from Project Grant are reasonable and necessary for the implementation of Project Output pertaining to him, are identifiable and verifiable, have been implemented and are accounted for in accordance with the requirements of applicable national and EU legislation and in case a Partner is located outside SR, applicable SR and EU legislation on public procurement and state aid and applicable legislation of the country of the Partner's residence.
- 8.5. Partner undertakes to record the provided Project Grant to the Promoter duly and on time, i.e. to enable the Project Promoter to declare all expenditures incurred for the implementation of the Project in present or next Reporting period in Project Interim Report, or Final Project Report and submit it to the Programme Operator in line with Project Contract, in the same way, including the submission of all relevant documents, as the Project Promoter is obliged to report it to the Programme Operator according to the Project Contract, except for filling in the Project Interim Report, or Final Project Report. Partner is responsible to the Project Promoter for usage of the Project Grant in compliance with this Agreement, the Project Contract, NFM Legal Framework and Implementation Rules.
- 8.6. Partner is obliged to provide to the Project Promoter as well as to the Programme Operator, if required, all information and necessary cooperation during verification of the Project Interim Report, or Final Project Report, as far as the Project Outputs realized in the respective Reporting period by the Partner are concerned.
- 8.7. Partner is allowed neither to ask for the realization of the respective part of the Project nor to use any financial contribution from the funds of the state budget of the Slovak Republic or other public resources. In case the Partner breaches this duty and such funds for realization of the Project will be provided to him, he is obliged to return the funds provided to him based on this Agreement to the Project Promoter, within the period and the extent determined by the Project Promoter.

## **9. LIABILITY FOR THE BREACH OF THE AGREEMENT**

- 9.1. Project Promoter is, according to the Project Contract, liable to the Programme Operator to the full extent for the factual and timely realization of the Project, including those parts of the Project, for the implementation of which according to this Agreement is liable the Partner. Project Promoter is liable to the Programme Operator in full extent also for the breach of the obligations according to the Project Contract, even if the breach was caused



as a consequence of the act of the Partner in contrary to this Agreement or omission to act of the Partner according to this Agreement.

- 9.2. Partner is in relation to the Project Promoter and towards other Partners fully liable for the realization of parts of the Project assigned to him according to this Agreement and is liable towards them for the breach of duties according to this Agreement. The liability of the Project Promoter towards the Programme Operator for the implementation of the Project according to the Project Contract is not affected by this provision.
- 9.3. Project Promoter is in relation to the Partner/Partners fully liable for the realization of parts of the Project assigned to him and is liable for the breach of duties according to this Agreement or Project Contract, if the breach of the Project Contract was not caused as a result of act of the Partner in breach of this Agreement, or omission of act of the Partner according to this Agreement. The liability of the Project Promoter towards the Programme Operator for the implementation of the Project according to the Project Contract is not affected by this provision.
- 9.4. The Parties hereby declare that they are aware that according to the Project Contract the breach of obligation stated in this Agreement by any of the Parties causes the occurrence of Irregularity in the Project.
- 9.5. Project Promoter is obliged to immediately notify the Programme Operator on any Irregularity or Suspicion of Irregularity in a manner and extent according to the NFM. Legal framework and the Implementation Rules and provide him with assistance in addressing and communicating to the competent authorities and at the same time provide him all documents relating to Irregularity or Suspicion of Irregularity.
- 9.6. In case in the Project occurs Irregularity, each Partner undertakes to respect the decision of the Programme Operator, or other Authorised entities, which by themselves or through the Programme Operator according to the Project Contract require the removal of illegal status, return of funds in the amount of Non-Eligible Expenditures, determination of Financial Correction, or adoption of other measure and to provide to the Project Promoter assistance at solving the Irregularity including the return of the provided Project Grant, in case the Irregularity occurred due to act of the Partner in breach of this Agreement, or omission of act of the Partner according to this Agreement.
- 9.7. Partner, which will breach the obligation imposed by this Agreement or shall use the Project Grant or its part in contrary with this Agreement, Project contract, NFM Legal Framework or Implementation Rules, hereby undertakes, if so determined by the Project Promoter or Programme Operator or other Authorised entity to return the provided Project Grant or its part according to Article 10 of this Agreement and at the same time to reimburse the damage which shall occur to each Partner and Project Promoter with respect to the breach of obligation, mainly sanctions imposed to the Project Promoter by Programme Operator, or other Authorised entity.
- 9.8. In case the Partner shall not return the provided Project Grant or its part in the period stipulated in the request for return, the Project Promoter is entitled to apply against the Partner the contractual penalty in the amount of 0.1% from the respective part of the Project Grant for each started day of delay.

## **10. RETURN OF PROJECT GRANT**



- 10.1. Partner is obliged to return to the Project Promoter the Project Grant or its part provided according to this Agreement and transfer the profit and Excess profit under the same conditions under which is obliged to return it or transfer it the Project Promoter to Programme Operator according to Project Contract, NFM Legal Framework and Implementation Rules. The Partner is obliged to return to the Project Promoter the Project Grant also if the duty to return is stated in this Agreement, or if determined by the Project Promoter based on this Agreement or by Programme Operator based on the Project Contract due to the fact that the Partner breached duties according to this Agreement caused the occurrence of Irregularity.
- 10.2. The provisions of Project Contract applicable to the procedure for the settlement of financial relations between the Project promoter and the Programme Operator, in particular return of the provided Project grant shall be applicable mutatis mutandis to the procedure for the settlement of financial relations between the Project Promoter and each Partner, however all periods set out for the Project Promoter shall be, for the Partner, reduced by half. Partner undertakes to respect these obligations towards the Project Promoter duly and timely.

## **11. CONTRACT TERMINATION**

- 11.1. The Parties agree that the termination of the contractual relationship established by this Agreement occurs:
  - 11.1.1. fulfilment of obligations of the Parties and at the same time the end of the period for which the Agreement was concluded,
  - 11.1.2. mutual consent of the Parties,
  - 11.1.3. termination of the Agreement.
- 11.2. Project Promoter has a right to propose to the Partners to terminate the Agreement with respect to any Partner, in case:
  - 11.2.1. if it considers it necessary in the circumstances and seriousness of the breach of the Partner and this process is viewed from the view of Project Promoter as effective,
  - 11.2.2. if Partner breached its contractual obligations in a way that does not allow the substantive and temporal realization of the Project,
  - 11.2.3. if Partner has repeatedly failed to fulfil contractual obligations, or if breached its contractual obligation to intentionally.
- 11.3. Project Promoter propose to the Partners to terminate the Agreement with respect to any Partner, in case:
  - 11.3.1. in the case of stopping the implementation of the Project due to reasons on the side of the Partner,
  - 11.3.2. in case Partner does not start to implement the Project pursuant to the Agreement,
  - 11.3.3. in case of impossibility of performance of the Agreement due to objective reasons, which occurred on the side of the Partner,
- 11.4. The Partners undertake to accept the decision of the Project Promoter to terminate the Agreement towards the respective Partner or terminate the Agreement by consent in case stated in Section 11.2. and 11.3. of the Article of the Agreement. In case of need the Partners undertake to conclude the amendment to the Agreement, by which they shall stipulate their mutual rights and obligations connected with the termination of the

Agreement towards the Partner and/or related to the Access of the new Partner to the Agreement, instead the formed terminating Partner.

- 11.5. Termination of the Agreement is effective from the day of delivery of the notice of termination from the Agreement to the Partner. Partner towards whom the Agreement was terminated is obliged to return to the Project Promoter not recorded part of the Project Grant.
- 11.6. The ownership right to the assets, which were gained by the Partner towards which the Agreement was terminated fully or partially from the funds from Project Grant provided to him based on this Agreement, is obliged to transfer to the other Partner or Partners or Project Promoter, according to instruction in the termination notice of the Agreement. In case it is not possible the Partner towards which the Agreement was terminated is obliged to return to the Project Promoter the Project Grant provided based on this Agreement.
- 11.7. In case of breach of the duty pursuant to Section 11.6. of this Agreement the Partner is obliged to pay to the Project Promoter the contractual penalty in the amount of Project Grant provided to the Partner according to the Agreement until the termination of the Agreement.

## **12. REPRESENTATIONS OF THE PARTIES**

- 12.1. Parties by signing this Agreement declare that they are aware that:
  - 12.1.1. For the compliance of the implementation of the Project with Project Contract and this Agreement is towards the Programme Operator responsible the Project Promoter,
  - 12.1.2. Programme Operator does not have any liability for the claims of the Partner towards the Project Promoter or the claims of the Project Promoter towards the Partner arisen according to this Agreement or based on the realization of the Project,
  - 12.1.3. Programme Operator applies all claims from the Project Contract at the Project Promoter, regardless of whether such claims arise by reason of the act or omission of the Project Promoter or Partner at realization of the Project. For solutions to the status, including any obligation to repay the funds thus bears, in relation to the state budget, responsibility the Project Promoter,
  - 12.1.4. Programme Operator is not a member of a partnership and according to the Project Contract represents the financial interests of the Slovak Republic and is responsible for the preparation and implementation of the Program under which the Project is implemented,
  - 12.1.5. Project Grant, including its any part, is paid from the funds NFM and the state budget of the Slovak Republic as obligatory co-financing of the Program; to the use of these funds, monitoring the use of these funds and the recovery of unauthorized use or detention, imposition and enforcement of penalties for violations of financial discipline applies procedure under the specific rules in particular, but not exclusively Act No. 523/2004 Coll. on budgetary rules of public administration, as amended, Act No. 502/2001 Coll. on financial control



and internal audit, as amended, and Act No. 440/2000 Coll. on financial control reports, as amended,

- 12.1.6. Accept the Project Promoter as coordinator of the Project who in compliance with the approved Project manages and organizes the implementation of Project in compliance with this Agreement, Project Contract, Legal Framework NFM and Implementation Rules and undertake to accept and carry out his instructions in relation to the implementation of the Project.
- 12.1.7. agree that the Project Promoter shall represent them in connection with the implementation of the Project before the Programme Operator, mainly at discussions with Programme Operator on the conditions of the implementation of the Project. The right of the Programme Operator to directly control each Partner is not effected. This provision does not apply to the meetings of the Partner with suppliers of goods, services and works or conclusion of contracts of individual Partners with suppliers for the purposes of implementation of the Project, in line with the approved budget of the Project and respective legislation stipulating the public procurement.

### **13. DISPUTE RESOLUTION**

- 13.1. In case of a dispute between Project Promoter and Partner, or among Partners, they undertake to solve it by mutual agreement or settlement.
- 13.2. If the parties fail to resolve the dispute by mutual agreement or settlement, the dispute shall be promptly presented to the Programme Operator, who at its own discretion may convene a joint meeting of Programme Operator and the litigants or the Programme Operator and all parties to this Agreement, and in order to resolve a dispute and reach an agreement out of court settlement. If the Programme Operator does not convene a joint meeting or the parties to the dispute do not resolve the dispute on a joint meeting convened by the Programme Operator pursuant to the preceding sentence, the dispute will be settled before a competent general court of the Slovak Republic.

### **14. TRANSFER OF RIGHTS AND DUTIES**


- 14.1. Partner is entitled to transfer rights and obligations under this Agreement to another entity only after a prior written consent of the Project Promoter and Programme Operator.
- 14.2. Partner is obliged to inform in writing the Project Promoter on the fact that there is a transfer of rights and obligations of the Agreement immediately after they becomes aware of the possibility of such occurrence or of the occurrence.
- 14.3. The transfer of receivable of the Partner for payment of the part of the Project Grant to a third party is not possible based on the consent of the contractual parties.

## 15. FINAL PROVISIONS


- 15.1. This Agreement is governed and is concluded under the laws of the Slovak Republic. The Parties agree that their relations are governed by the laws of the Slovak Republic and the Agreement must be interpreted also in the light and in response to Project Contract, Legal Framework NFM and Implementation Rules.
- 15.2. The Agreement becomes valid on the date of its signature of all parties thereto and effectiveness after the Project Contract becomes valid and effective. In case the Agreement does not become effective within one year from signing the Agreement it shall apply that the parties have terminated the Agreement.
- 15.3. The Agreement is concluded for a definite period and its validity and effectiveness shall expire on the date of termination of validity and effectiveness of Project Contract.
- 15.4. The Parties have agreed that in case this Agreement does not explicitly stipulate otherwise, the relationships which are not explicitly stipulated by this Agreement shall be respectively governed by the provisions of the Project Contract. In case a certain provisions of the Agreement become invalid or ineffective or is not enforceable by the court decision or the decision of other respective authority, this invalidity, ineffectiveness or unenforceability shall not affect the validity, effectiveness or enforceability of other provisions of the Agreement. The Parties undertake to replace the invalid or ineffective or unenforceable provision of the Agreement with a new provision that is by its purpose and economic importance closest to that provision which is to be replaced.
- 15.5. Unless the context requires a different purpose, any reference in the Agreement to any document means the document as its amendments and other changes and any reference to any legislation means relevant legislation as amended (including re-enacted).
- 15.6. For the avoidance of any doubt, the Parties agree and acknowledge that a breach of the provisions of the Agreement by any of the Parties shall be considered according to provisions of the Project Contract for the breach of Project Contract and Irregularity.
- 15.7. The Parties agree that the contractual relationship established by the Agreement will follow throughout the duration of the obligations arising there from, the relevant provisions of the Act No. 60/1964 Coll. Civil Code as amended.
- 15.8. Agreement may be amended only by mutual agreement of the parties, and any amendments must be made in the form of a written amendment to the Agreement, unless otherwise specified in the Agreement.
- 15.9. In the event that during the term of the Agreement the legislation, including for the purposes of this Agreement applicable document issued by the competent authorities of the Slovak Republic or the Financial Mechanism Office, shall change the Parties undertake after the date of entry into force and effect to follow applicable law, or other applicable document if it does not contradict with the existing legislation. In the event that due to a change in the law will either Party deem appropriate to modify the Agreement by an amendment, the Parties undertake to conclude an amendment to the Agreement to the extent consistent with applicable law, or other applicable documents. Any amendment to the Agreement must be approved in writing in advance by the Programme Operator.



- 15.10. The Parties shall provide to each other the data required for the Project and shall secure such information against misuse and shall use them only in accordance with the provisions of the Agreement and in order to achieve its purpose.
- 15.11. The Parties are obliged to inform each other in writing on any changes of data contained in this Agreement and changes of the statutory bodies or persons entitled to act on behalf of the Parties. The Project Promoter shall notify these changes to the Programme Operator.
- 15.12. The Parties shall deliver any document to the address specified in Article 2 of this Agreement.
- 15.13. The Agreement is executed in 4 counterparts, one counterpart for each of the Parties and 2 counterparts are provided to the Programme Operator for the purposes of conclusion of the Project Contract, which refers to this Agreement.
- 15.14. The Annexes form an inseparable part of this Agreement. In the event of a dispute between the Parties the counterpart of the Agreement or its amendments archived at the Programme Operator will be followed.
- 15.15. All documents which are submitted by the Parties to the Programme Operator have to be signed by its statutory body or another empowered person.
- 15.16. The Parties hereby declare that they have duly and carefully read this Agreement, understood its content and its legal effects, their intention expressed in this Agreement is free they conclude the Agreement neither in distress nor under notably inconvenient conditions, their contractual autonomy is not limited, contractual acts are sufficiently clear, precise and understandable, the signatories are duly authorised to sign this Agreement and as a sign of their consent they have signed the Agreement.



Project Promoter: Mgr. Jana Jánošková  
Director



Partner 2: Sjur Haanshus  
Director

Základná škola pre žiakov  
so sluchovým postihnutím  
internátna, Viliama Gaňu  
ČSA 183/1 KREMNICA