

**Partnership Agreement
for
donor partnership project**

between

Gymnázium Ivana Horvátha, Ivana Horvátha 14, 821 03 Bratislava

Ivana Horvátha 14, 821 03 Bratislava, Slovakia, ID: 17337062

Represented by Eva Stanková

hereinafter referred to as the “Project Promoter”

and

Syklistenes Landsforening

Storgata 8, N-0155 Oslo, Norway, ID: 964122105

Represented by Morgan Anderson

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 “School with Sustainable Future”
funded under the Norwegian Financial Mechanism Programme
*ACC Climate change mitigation and adaptation***

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.
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 appoints a Project Manager who has operational responsibility for the implementation of the Project as well as serve as a contact point for all exchanges of communication, documentation and materials between the Parties. For Project Promoter it is Dan Kollár and for Project Partner it is Morgan Anderson, with contact details in Article 22.

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 interim project reports in a timely manner to the Programme Operator 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;

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 1
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 interim project reports 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 five years
 - (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 each Party as well as the allocation of the budget, amongst the activities to be performed by each Party is fixed in Annex 1 - Project Application form, version 2.
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: *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 reimbursement of incurred expenditure (interim payments) and payment of the final balance.
2. Interim payments shall be paid based on payment claims, that include receipted invoices or alternative accounting documents of equivalent probative value and explanation of link

between the expenditures and the Project activities. Payment claims shall be submitted to the Project Promoter quarterly, along with a confirmation from the Project Manager that the claimed expenditures are in accordance with the principles and rules set forth in this Agreement.

3 Interim payments to the Project Partner shall, subject to Article be made within 20 working days from receipt of the Partner's payment claim.

4. Payment of the final balance shall be made within 20 working days from receipt of the Partner's final balance claim.

5. All amounts shall be denominated in EUR.

6. Payments to the Project Partner shall be made to the Project Partner's bank account denominated in NOK, identified as follows:

Account holder: Syklistenes Landsforening

IBAN: NO19 8200 0171 219

SWIFT/BIC: DNBANOKKXXX

Bank name: DNB

Bank address: Postboks 1600 Sentrum, 0021 Oslo, Norway

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

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: Costs incurred by a Project Promoter or Project Partner shall be supported by receipted invoices, or alternatively by accounting documents of equivalent probative value (Article 8.12.1 of the Regulation). A report by an independent auditor qualified to carry out statutory audits of accounting documents, certifying that the claimed costs are incurred in accordance with this Regulation, the national law and relevant national accounting practices, shall be accepted as sufficient proof of expenditure incurred by the Project Partner. A report issued by a competent and independent public officer recognised by the relevant national authorities as having a budget and financial control capacity over the entity incurring the costs and who has not been involved in the preparation of the financial statements, certifying that the claimed costs are incurred in accordance with this Regulation, the relevant law and national accounting

practices, shall, subject to paragraph 3 of the Article 8.12. of the Regulation, also be accepted as sufficient proof of expenditure incurred.4. Audit report shall be written in English.

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

1. The Project 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.

2. The Project 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, within the deadlines and according to the reporting forms set by the Project Promoter.

3. Upon request of the Project Promoter, the Project Partner shall prepare and submit all necessary information stipulated in this Article to the Project Promoter, within 15 working days after receiving the particular request.

Article 10 – Audits

1. Without prejudice to the audits carried out by the Audit Authority, the NMFA may arrange audits and on-the-spot verifications of programmes and projects, and to verify the effective functioning of the management and control systems in the Beneficiary State. The National Focal Point's representatives shall, upon request, accompany the authorised representatives of the NMFA and provide them with all necessary assistance (see Chapter 11 of the Regulation).

2. Presentation of the audit report is sufficient for the purpose of financial audits, where the Project Partner is providing proof of expenditure in line with paragraphs 3 and 4 of Article 8.12 of the Regulation.

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. For detailed information valid for this Partnership Agreement see Article 8.15 of the Regulation.

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

1. Each Party expressly undertakes to protect and to preserve the confidentiality of all information and know-how made available under or in connection with this Agreement, or the parties' activities that are either designated as being confidential or which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential (collectively, the "Confidential Information"). Each party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information but in any event using a commercially reasonable standard of care, to keep confidential the Confidential Information.

Article 14 - Intellectual property rights

The implementation of the project and its outputs will be presented in accordance with the applicable legislation on the protection of intellectual property included in the legal systems of the partner countries and the European Union.

Article 15 –Liability

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.

2. Project 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.

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[s], 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. The Parties agree that the termination of the contractual relationship established by this Agreement occurs:

fulfilment of the obligations of the contracting Parties and at the same time the end of the period for which this Agreement was concluded,

agreement of the Parties,

termination of the Agreement.

2. Project Promoter has a right to propose to the Partners to terminate the Agreement with respect to any Project Partner, in case:

(a) if it considers it necessary in the circumstances and seriousness of the breach of the Project Partner and this process is viewed from the view of Project Promoter as effective,

(b) if Project Partner breached its contractual obligations in a way that does not allow the substantive and temporal realization of the Project,

(c) if Project Partner has repeatedly failed to fulfil contractual obligations, or if breached its contractual obligation to intentionally.

3. Project Promoter propose to the Partners to terminate the Agreement with respect to any Partner, in case:

(a) in the case of stopping the implementation of the Project due to reasons on the side of the Project Partner,

(b) in case Project Partner does not start to implement the Project pursuant to the Agreement,

(c) in case of impossibility of performance of the Agreement due to objective reasons, which occurred on the side of the Project Partner,

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 16.2 and 16.3 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 Project Partner to the Agreement, instead the formed terminating Partner

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

6. Termination of this Agreement is effective on the day of delivery of the notice of termination from this Agreement to the Partner. Project Partner towards whom the Agreement was terminated is obliged to return to the Project Promoter not recorded part of the Project Grant.

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:

Dan Kollár, dan@cyklokoalicia.sk

For the Project Partner:

Morgan Anderson, morgan@syklistene.no

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 the Slovak Republic and the European Union.

2. Any dispute relating to the conclusion, validity, interpretation or performance of this Agreement shall be resolved amicably through consultation between the Parties.

3. 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.

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

For the Project Promoter

For the Project Partner

Signed in Bratislava on 10. 12. 2020

Signed in Oslo on 10. 12. 2020

Gymnázium Ivana Horvátha
Ivana Horvátha 14
821 03 Bratislava

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RNDr. Eva Stanková

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Morgan Anderson

Annexes:

Annex 1 Project Application form, version 2