

**Partnership Agreement
for
donor partnership project**

between

občianske združenie Bakomi,

Non-Governmental organisation (NGO) Bakomi,
Pod Červenou studňou, 969 01 Banská Štiavnica,
Slovak Republic,
ID number: 42194431,

Represented by: Mgr. Lýdia Vencelová, PhD., statutory representative
hereinafter referred to as the "Project Promoter"

and

Samfundets skole Egersund

Community School Egersund,
Non-profit organisation providing services in general interest (n.o.)
Samfundets skole Egersund
Olufine Skjævelands vei 3
4372 Egersund
Norway
ID number: 975079368

Represented by: Yngvar Hetland, headmaster
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 "The S.C.H.O.O.L.'s eco -
mobilization. We explore, create and motivate to have the courage to
change the world together (not only around us) and to mitigate the
effects of climate change" funded under the Norwegian Financial
Mechanism Programme
*ACC Climate change mitigation and adaptation***

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 “The S.C.H.O.O.L.’s eco - mobilization. We explore, create and motivate to have the courage to change the world together (not only around us) and to mitigate the effects of climate change”
2. The Parties shall act in accordance with the legal framework of the EEA/Norwegian Financial Mechanism 2014-2021, namely with the Regulation on the implementation of the EEA/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.

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. The role of the Norwegian partner Samfundets skole Egersund is consulting and implementation of online educational activities aimed at the presentation and implementation of the school's educational program. The intention is to approach environmental education implemented with the support of the TeachOUT application, which is applied by a Norwegian partner. The aim of the cooperation is to apply the innovative methodology of environmental education in the school educational program of the Bakomi Private Primary School. We expect that the Norwegian partner will visit Banská Štiavnica and workshops will be organized for school students and the public.
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.

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 [*specify what should be submitted: interim project reports or other*] 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

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 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 three 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 the Application form. The maximum grant of the Project Partner for the period covered by this contract is estimated at 5.000 EUR. The Project Partner's detailed budget is described in the Application form.
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): a flat rate of up to 15% of direct eligible staff costs without there being a requirement for the Programme Operator to perform a calculation to determine the applicable rate.
4. Indirect costs are all eligible costs that cannot be identified by the Project Promoter and/or the project partner as being directly attributed to the project but which can be identified and justified by its accounting system as being incurred in direct relationship with the eligible direct costs attributed to the project. They may not include any eligible direct costs. Indirect costs of the project shall represent a fair apportionment of the overall overheads of the Project Promoter or the project partner.

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, reimbursement of incurred expenditure (interim payments) and payment of the final balance*.
2. Payments to the Project Partner shall be made when all relevant conditions for payments stipulated in this Agreement and the Regulation have been fulfilled.
3. The advance payment to the Project Partner shall be made no later than 30 days of the crediting of the advance payment from the Programme to the Project Promoter's bank account.

4. Interim payments shall be paid based on the Project Contract. Payment claims shall be submitted to the Project Promoter along with a confirmation the claimed expenditures are in accordance with the principles and rules set forth in this Agreement.
5. Interim payments to the Project Partner shall be made within 30 days from receipt of the Partner's payment claim.
6. Payment of the final balance shall be made within 30 days from receipt of the payment of the final balance from the Programme Operator.
7. All amounts shall be denominated in the EUR (€) currency. The conversion exchange rate for establishing incurred expenditure in the local currency is set by the Programme Operator. This will normally follow a methodology whereby expenditure incurred by the partner, in any other currency, shall be converted into the reporting currency according to the valid exchange rate as recorded by the European Central Bank, valid on the day/month in which the expenditure was incurred. Neither Programme Operator nor Project Promoter is not responsible for losses resulting from exchange rate fluctuations.
8. Payments to the Project Partner shall be made to the Project Partner's bank account
9. Payments to the Project Partner shall be made to the Project Partner's bank account denominated in EURO, identified as follows:

Name of the bank: Sparebank 1 SR-bank
Address of the bank: Nesgården, Torget 6, 4379 Egersund, Norway
Name of the account holder: Samfundets skole Egersund
Account number (IBAN): NO9432702151839
BIC/SWIFT code: SPRONO22
10. 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. 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 shall provide the Project Promoter with any information and documents required for the preparation of the Progress and financial reports to comply with reporting obligations to the Programme Operator and, where appropriate, with copies

of all the necessary supporting documents completed and signed by the legal representative within 30 days before the deadline for the report submission.

Article 10 – Audits

1. The Project Partner shall provide without delay the Project Promoter with any information that the latter may request from him concerning the carrying out of the work programme covered by this Agreement.
2. The Project Partner shall make available to the Project Promoter any document making it possible to check that the aforementioned work programme is being or has been carried out.

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

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

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

In the event of force majeure and after assessing the extent and nature of its impact, any proposed solutions and related changes will be discussed with the program administrator.

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. Project Promoter may terminate this Agreement if the Project Partner has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to force majeure, after notification of the Project Partner by registered letter has remained without effect for one month.
2. Either Party may terminate this Agreement in the event of a breach by the other Party of its obligations.
3. Furthermore, in case of termination of the Project Contract for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.

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:

Mrs. Lýdia Vencelová
o.z. Bakomi
Pod Červenou studňou 22
969 01 Banská Štiavnica
bakomi@bakomi.sk
Slovak Republic

For the Project Promoter:

Mr. Yngvar Hetland
Samfundets skole Egersund
Olufine Skjævelands vei 8
4372 Egersund
egersund@samfundet.org
Norway

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. The costs related to disputes are not eligible under the Project and shall be borne by each Party individually.

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

For the Project Promoter

Signed in Banská Štiavnica on 7.12.2020

Lýdia Vencelová
statutory representative
Non-Governmental organisation
Bakomi

BAKOMI
Pod Červenou studňou 22
969 01 Banská Štiavnica
IČO: 42194431 DIČ: 2023318187

For the Project Partner

Signed in Egersund on 09.12.2020


Ingvar Hetland
headmaster
Samfundets skole Egersund

SAMFUNDETS SKOLE EGRSUND
4370 EGRSUND