

**Partnership Agreement  
for  
donor partnership projects**

between

**Obec Stráne pod Tatrami**  
Stráne pod Tatrami 2, 05976 Stráne pod Tatrami  
ID 00326593

Represented by  
Rastislav Sloveňák, Mayor of the municipality Stráne pod Tatrami  
Phone number: +421 903 394 080  
Email: starosta@stranepodtatrami.sk

hereinafter referred to as the “Project Promoter”

and

**Åpenhet** Øvre Slottsgate 3, 0157 Oslo, Norway  
ID 916202342

Represented by

Kleng Bråtveit, Partner (statutory body)  
Phone number: +47 48027171  
Email: kleng.bratveit@apenhet.com

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 a multifunctional facility for children and youth in  
Stráne pod Tatrami”**

hereinafter referred to as the “Project”

## **funded under the Norwegian Financial Mechanism Programme Local Development and Inclusion LDI01**

hereinafter referred to as the “Programme”

### **PREAMBLE:**

Whereas the objective of the Norwegian financial mechanism programme “Local Development and Inclusion“ is to support projects enhancing access of vulnerable children and youth in disadvantaged areas to a broader range of extra-curricular activities to improve their personal development and provide them with skills increasing their chances to succeed in society with special attention to vulnerable children and youth at high risk of exclusion, such as Roma.

Whereas the Programme outcome shall be creation of multifunctional youth centres in the least developed districts of Slovakia, where set of cost-efficient and sustainable measures shall be implemented in the areas of education, employment, health, housing and non-discrimination, as appropriate according to local needs.

Whereas the municipality of Stráne pod Tatrami submitted, within the call LCD01 for proposals, the project „Development of a multifunctional facility for children and youth in Stráne pod Tatrami“ with the aim to construct a new multi-purpose facility for children and youth in Strane pod Tatrami and neighbouring villages along with other activities including bilateral activity with Norwegian Project Partner in the field of Data management, visualization and research dissemination as well as exchanging of know-how and interconnection of the two cultures. The Project was approved by the Programme Operator to be implemented in such partnership.

### **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 1 (hereinafter referred to as the “List of Activities”).

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.

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.

#### **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.

#### **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 the 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 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 FMC'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 total amount of the Project grant as well as the maximum Project grant share of the Project Partner is set in Annex 1.
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 using the 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, reimbursement of incurred expenditure (interim payments) and payment of the final balance.
2. The amount of the advance payment is 20% of the Partner's Project grant share. The amount of the first interim payment is 40 % of the Partner's Project grant share, the amount of the second interim payment is 35 % of the Partner's Project grant share and the final payment is 5% of the Partner's Project grant share.
4. An advance payment shall be paid based upon the Project Partner request within 15 working days from the submission of a signed request or within the period set in the Project contract. The interim payments shall be paid upon the Project Partner request within 1 month after the approval of the Project interim report. The approval of project interim and final report shall take place within 3 months from the submission of the required information. Upon approval of the final Project report a final balance payment shall be made within 1 month. Each request for payment shall include a confirmation from responsible person within the Project Partner, e.g. Project Manager that the claimed expenditures are in accordance with the principles and rules set forth in this Agreement.
5. The Project Partner shall use the Partner's Project grant share exclusively to cover Eligible Expenditures and in order to achieve the Outcome, Outputs and Indicators of the Project according to the List of activities and in accordance with the principles of economy, efficiency and effectiveness and to ensure that Eligible Expenditures incurred from the Partner's Project Grant share are appropriate and necessary for Project implementation, to be verifiable and identifiable, to be implemented and accounted for in accordance with the requirements of the valid legislation in the Partner's country of residence.
6. The Project Partner shall provide the Project Promoter as well as the Program Operator, if requested, with all information and necessary cooperation in verifying the Project Interim Report as well as the Final Project Report regarding the Project outcomes and indicators implemented in the relevant Reporting Period by the Project Partner.7. All amounts shall be denominated in EUR.
8. Payments to the Project Partner shall be made to the Project Partner's bank account denominated in EUR , identified as follows:

Account Holder: ÅPENHET AS

Account Number: 1250.62.51263

BANK: DNB, Postboks 1600 Sentrum, 0021 Oslo

BIC: DNBANOKKXXX

IBAN: NO5412506251263

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.

#### **Article 8 – Proof of expenditure**

1. Costs incurred by the Project Partner shall be supported by 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: invoices, or alternatively by accounting documents of equivalent probative value (Article 8.12.1 of the Regulation). An audit report or a report by a competent public officer shall also be accepted as sufficient proof of expenditure.

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 Promoter shall submit the Project Interim Report within 15 working days from the end of each Reporting Period. With this regard the Project Partner shall submit all documents in line with Article 8 of this Agreement to the Project Promoter within at latest 7 working days from the end of each Reporting Period.

2. The first Reporting Period is a period of 4 months following the first day of the month in which the Project Contract has entered into force. The Project Promoter shall provide the Project Partner with the respective date.

3. The length of the following Reporting Periods is the same /the four months/ unless they are merged. Expenditure incurred prior the entry into force of the Project Contract shall be included in the first month of the first Reporting Period. Merger of the Reporting Periods

may occur in particular if the complete Project Interim Report has not been delivered within the set deadline, if the Project Interim Report has been rejected or its approval has been suspended and in other similar cases. The Project Interim Report covering December is considered Annual Project Report.

4. After the end of the Reporting Period, the Project Promoter shall account for the provided advance/interim payment through the Project Interim Report.

5. The Final Project Report shall be submitted by the Project Promoter within thirty (30) working days of the elapse of the relevant Reporting Period

#### **Article 10 – Audits**

Audits shall be carried out in line with Chapter 11 of the Regulation. Where the partner is providing proof of expenditure in line with paragraphs 3 and 4 of Article 8.12 of the 8 Regulation, a presentation of the audit report is 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.

3. Public Procurement carried out by the Project Partner must be in line with the general rules contained in the Regulation, specifically Article 8.15 thereto.

#### **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 Project Partner by his signature on this Agreement give a consent in accordance with § 5 letter of Act no. 18/2018 Coll. on the protection of personal data (hereinafter referred to as the “Personal Data Protection Act”) and in accordance with Article 13 of the EP and Council Regulation (EU) no. 2016/679 on the protection of individuals with regard to

processing of personal data and on free movement such data (hereinafter referred to as "Regulation GDPR ") to the Project Promoter and the Program Operator to processing of personal data according to § 5 letter e) of the Personal Data Protection Act, listed in this Agreement or provided under of this Agreement during its validity and effectiveness in the following range title, name, surname, delivery address, email, phone number.

#### **Article 14 - Intellectual property rights**

Any prototypes or other results reached within the implementation of the Activity 3 in accordance with the Annex1 remain in the ownership of the Project Promoter. Any use of these results lies with the Project Promoter which is bind by the Project Contract to use the results of the project exclusively on the purposes of the project under the Project Contract.

#### **Article 15 –Liability**

1. Project Promoter is, according to the Project Contract, liable to the Programme Operator for the implementation of the Project according to the Project Contract, including those parts of the Project, for the implementation of which according to this Agreement is liable the Partner.

2. Project Promoter is liable to the Programme Operator in full extent also for the breach of the Partnership Agreement 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.

3. Partner is in relation to the Project Promoter fully liable for the implementation of parts of the Project according to this Agreement and is liable towards the Project Promoter for the breach of duties according to this Agreement.

4. The Parties hereby declare that they are aware that according to the Project Contract the breach of obligation set in this Agreement by any of the Parties may be considered irregularity under the Article 16 of this Agreement.

5. Project Promoter shall immediately notify the Programme Operator on any irregularity or suspicion of irregularity in a manner and extent according to the EEA FM Legal framework 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.

6. In case of irregularity in the Project, the Project Partner shall 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, recovery of funds due to the Financial Correction, or adoption of other measure and to provide to the Project Promoter assistance at solving the irregularity including the recovery of funds disbursed under this Agreement.

#### **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:

- a) fulfilment of obligations of the Parties and at the same time the end of the period for which the Agreement was concluded,
- b) mutual consent of the Parties,
- c) termination by each Party.

2. Project Promoter may terminate the Agreement in case:

- a) the serious breach of the agreement by Partner in a way that does not allow implementation of the project activities
- b) the Project Partner has repeatedly failed to fulfil obligations under this agreement, the
- c) the Project Partner has breached its contractual obligation intentionally.

3. Partner may terminate the Agreement in case:

- a) the serious breach of the agreement by the Project Promoter in a way that does not allow implementation of the project activities
- b) the Project Promoter has repeatedly failed to fulfil obligations under this agreement.
- c) the Project Promoter has breached its contractual obligation intentionally.

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

5. Termination of the Agreement is effective from the day of delivery of the notice to the Party. In case the Agreement is terminated the Partner shall reimburse to the Project Promoter the non-settled amount of advance payment 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:

##### **Obec Stráne pod Tatrami**

Stráne pod Tatrami 2, 05976 Stráne pod Tatrami

Phone number: +421 903 394 080

Email: [obec@stranepodtatrami.sk](mailto:obec@stranepodtatrami.sk)

For the Project Partner:

##### **Åpenhet AS**

Øvre Slottsgate 3, 0157 Oslo, Norway

Phone number: +47 48027171

Email: [kleng.bratveit@apenhet.com](mailto:kleng.bratveit@apenhet.com)

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

**Article 24 – State aid**

The Project Partner hereby confirms that he is aware that the project grant he will receive represents a state aid through de minimis scheme.

This Agreement has been prepared in five originals, one (1) for each Party and three (3) for the Programme Operator.

For the Project Promoter

For the Project Partner

Signed in Stráne pod Tatrami on ..... Signed in Oslo on .....

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**Rastislav Sloveňák**  
Mayor  
Municipality Stráne pod Tatrami

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**Kleng Bråtveit**  
CEO  
Åpenhet

**LIST OF ACTIVITIES**

**Activity No. 7**

**Data management, visualization and research dissemination**

Total maximum eligible project costs: EUR 951 977

Project grant rate shall not exceed: 100%

Maximum project grant amount: EUR 951 977

Maximum amount of the project grant share of the Project Partner: EUR 22 080,  
including:

Direct costs: EUR 19 200

Indirect costs: EUR 2 880

Direct costs represent costs of staff of the Project Partner assigned to the Project assuming 30 days of work (or equivalent) at daily rate of EUR 640.

Co – financing of the Project: no project co-financing

The main contribution of the Project Partner in the Project shall be in the field of data management, visualization and research dissemination. The Project Partner shall contribute continuously throughout the project duration with the main responsibility to provide data management and disseminate expert findings to help foster fact-based discussions. The Project Partner will benefit from first-hand learning about user needs in peer learning settings and beta-test tools needed to foster international bilateral cooperation. Connecting existing partnerships with the network gained in the project will prepare grounds to continue cooperation after project completion and for new partnerships of innovative services. The experience will also provide learning for how national authorities and NGOs make use of data and analysis - that in turn can positively shape other current involvements in the field of improving European development and inclusion policies.

The Project Partner will in particular be responsible:

- To develop measures and methodologies for improving the access to education and to the labor market of vulnerable children and youth.
- To review and improve strategies and action plans for combating discrimination developed in consultation with Roma experts.
- To enhance the inclusiveness of the local and regional institutions to understand the Roma integration needs and helped improve policies and services.

- To determine which types of interventions have worked well and why.
- To assess achievements through observation in the attitudes and behaviour within Roma communities; in local administrations' and various public institutions' knowledge, and in the general public's attitude.