

**Partnership Agreement  
for  
donor partnership projects**

between

***Voda pre klímu – environmentálne technológie o.z.***

*Kalinčiaková 298/10*

*905 01 Senica*

*Slovakia*

*Org 42157986*

*Mr. Ivan Matušek*

hereinafter referred to as the “Project Promoter”

and

***Norges miljø- og biovitenskapelige universitet***

*Universitetstunet 3*

*1433 Ås*

*Norway*

*Org NO 969159570*

*Dean Anne Cathrine Gjærde*

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**

***“Save wetland together”***

**funded under the Norwegian Financial Mechanism Programme  
*ACC Climate change mitigation and adaptation***

PREAMBLE:

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.

For activities and responsibilities please see the Project Application document.

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**

For activities and responsibilities please see the Project Application document.

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.

Due to the international Covid-19 pandemic activities may have to be adjusted to meet national or organizational health policies. Budget allocations originally allocated for expenses or other budget elements changed due to the situation will, with the permission of the Programme Operator, be allocated to other activities conducted by the project partner.

5. If nothing else is stated the signing body will act as a formal project manager. In due time for the project to start an operational project manager can be selected.

#### **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 narrative and financial reports in compliance with the Programme Agreement and the Project Contract so as to meet the 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 stated in the Project Application document.

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 no less than 5 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 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 Project Partner as well as the allocation of the budget, amongst the activities to be performed by the Project Partner is fixed in the Project Application.
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 (b)* as a flat rate of up to 25% of total direct eligible costs, excluding direct eligible costs for subcontracting and the costs of resources made available by third parties which are not used on the premises of 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 (interim payments) and payment of the final balance*.
2. Amounts set out in budget, interim financial reports, annual reports and final reports shall be denominated in euro. The payments from the Project Promoter to Partner, shall be denominated and carried out in euro. The amounts shall be rounded to the nearest euro.

Partners residing in states that have not adopted the euro as their currency on the date of an application for payment shall convert into euro the amounts of expenditure incurred in their

national currency. This amount shall be converted into euro using the monthly accounting exchange rate of the European Central Bank in the month during which the expenditure was registered in the accounts of the Partner.

Neither Programme Operator, nor the Project Promoter are responsible for losses resulting from exchange rate fluctuations.

3. The instalments from the Programme Operator to Project Promoter will be delivered in the following percentage of the overall budget:

Project implementation duration	Advance payment	1 <sup>st</sup> Interim payment	2 <sup>nd</sup> Interim payment	3 <sup>rd</sup> Interim payment	Final payment
More than 24 months	20%	30%	25%	15%	10%

Instalments No. 2 – 4. will be related to the approval of interim narrative and financial report submitted to Programme Operator by Project Promoter. The last payment will be related to the approval of the Final Narrative and Financial Report.

Therefore, the payments to Project Partner will be carried out in 5 instalments (accordingly to planned activities):

a) The first instalment will be transferred to the Project Partner by the Project Promoter 15 working days at latest from the moment when the Project Promoter receives an advance payment from the Programme Operator in the amount 7 664 euros.

b) The mechanism of the second, third and fourth instalments will be related to the following:

- the Partner provides the Project Operator with the request supported by the necessary documents such as time sheets, narrative reports as well as all other accounting documents (order of services, invoice from the service provider and payment made by the Partner) for the total allocation for previous instalment together with the interim report for the previous (4 months) period

- the Project Promoter will submit the documentation (along with documentation from other Partners) to the Programme Operator for evaluation and approval

- after the approval and transfer from Programme Operator, the instalments will be **transferred to Partner's account 15 days at latest after Project Promoter receives the instalment by Programme Operator.**

In case, the Partner is not able to submit documents for the full amount, the next instalment will be reduced by the difference.

The final instalment will be transferred after the Final Narrative and Financial Report is submitted and approved by the Programme Operator and 15 days at latest, after the Programme Operator transfers the money to Project Promoter.

4. The payments to the Project Partner shall be made no later than 30 days of the crediting of the advance payment from the Programme Operator to the Project Promoter's bank account.

5. In accordance with Article 8.5.1 of the Regulation, 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.

6. All amounts shall be denominated in EUR.

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

Account Holder: NMBU – Norwegian University of Life Sciences

Account Number: 

BANK: DNB Bank ASA, Stranden 21, 0021 Oslo

BIC: DNBANOKK

IBAN: 

**8. 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 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. Payment claims shall be submitted to the Project Promoter along with a confirmation that the claimed expenditures are in accordance with the principles and rules set forth in this Agreement.

### **Article 9 – Progress and financial reports**

The Project Partner is obliged to submit a report on the project within ten (10) working days after the end of each reporting period. The first reporting period is the period of four months since the Agreement between the Programme Operator and the Project Promoter enters into the force. All other reporting periods will be submitted on the quarterly basis (4 months) unless reports are merged.



Merging of Interim reports can appear when the full Interim report was not delivered to Programme Operator on time; when the Interim Report was disapproved, or the approval process was put on hold and/or other similar cases.

The Interim Report on the Project from a period covering the month of December of the calendar year is the Annual Report of the Project.

The Final Report on the Project shall be submitted by the Project Partner within fifteen (15) working days from the expiry of the relevant Reporting period.

### **Article 10 – Audits**

Audits shall be carried out in line with Chapter 11 of the Regulation. The 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**

Any confidential information obtained throughout the completion of the Project shall not be shared by the parties.

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

All deliverables provided by the Partner for the Project shall be made freely available. Methodologies, software, technical documents or any other technological tools created

throughout the Project's completion by the Partner are to remain under the sole ownership of the Partner.

### **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 implementation of the Project, including those parts of the Project, for the implementation of which according to this Agreement is liable the Project 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 Project Partner in contrary to this Agreement or omission to act of the Project Partner according to this Agreement.

2. Project Partner is in relation to the Project Promoter and towards other Partners fully liable for the implementation 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.

3. Project Promoter is in relation to the Project Partner fully liable for the implementation 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 Project Partner in breach of this Agreement, or omission of act of the Project 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.

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.

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 Norwegian financial mechanism 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.

6. In case in the Project occurs Irregularity, each Project 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 or adoption of other measure and to provide to the Project Promoter assistance at solving the Irregularity.

### **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. Termination for convenience by either Party

In case of misconduct the partnership can be dissolved. Termination for convenience by either party can only occur when in case this possibility is also deemed appropriate by the fund operator.

2. Either Party may terminate this Agreement in the event of a breach by the other Party of its obligations at least 30 (thirty) days after the other Party received, from the Project Promoter, a formal notification that shall include clear evidence that the other Party did not fulfill its obligations under this Agreement or under the Project Contract.

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

4. With the ongoing pandemic activities may change according to government recommendations and restrictions. In the event of cancellation, modification and postponement of an activity due to sanitary restrictions, the Project Partner shall follow the Program Operator suggestion and adjust budget accordingly with fulfilment of the project indicators.

5. In case of termination of this Agreement on behalf of the Project Promoter, the Project Promoter shall pay the Project Partner the remaining amount of the budget allocated to activities that had started before the termination of this Agreement.

#### **Article 19 - Assignment**

1. Neither Party shall have the right to transfer their rights and obligations under this Agreement without the prior consent of the other Party.

2. The Parties acknowledge that all assignment of rights and obligations under this Agreement is dependent upon the Programme Operator's prior consent in accordance with the provisions of the Project Contract.

## **Article 20 – Amendments**

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

## **Article 21 – Severability**

1. If any provision of this Agreement (or part of any provision) is found by any court, tribunal or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

2. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves **the Parties' original intent**.

## **Article 22 – Notices and language**

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

For the Project Promoter:

Email: [ivanmatusek30@gmail.com](mailto:ivanmatusek30@gmail.com) Tel +421 917 325 597

Postal address: Oravné 8, 91701 Trnava, Slovakia

For the Project Partner:

Email: [elisabeth.iversen@nmbu.no](mailto:elisabeth.iversen@nmbu.no) Tel: +47 67 23 00 00

Postal address: Drøbakveien 31, Postboks 5003 NMBU, 1432 Ås, 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 Partnership Agreement shall be construed in accordance with the legal framework governing the NO Financial Mechanism 2014-2021. The construction, validity and performance of this Agreement shall be governed by the laws of the European Union.

2. The Parties shall endeavour to settle any dispute relating to the conclusion, validity, interpretation or performance of this Agreement amicably.

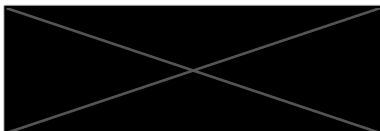
All disputes arising out of in connection with this Partnership Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties. The award of the arbitration will be final and binding upon 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.

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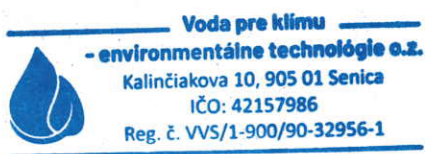
This Agreement has been prepared in three originals, of which each Party has received, Programme Operator including.

Annex 1: Project Application (narrative part and the budget)



For the Project Promoter

Signed in Trnava



For the Project Partner

Signed in Ås



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Ivan Matušek  
Chairman  
Voda pre klímu  
– environmentálne technológie o.z.

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Anne Cathrine Gjørde  
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