

# **PARTNERSHIP CONTRACT**

Concluded between the Contracting Parties:

1. Company / organization name: Mesto Fiľakovo

Address/Seat: Mestský úrad Fiľakovo, Radničná 25, 986 01 Fiľakovo

ID: 00316075 TIN: 2021115052

Legal representative: Mgr. Attila Agócs, PhD.

Bank name and address: OTP BANKA SLOVENSKO

IBAN: SK95 5200 0000 0000 0817 4961

SWIFT/BIC: OTPVSKBX

(hereinafter „the main Partner“)

and

2. Name: Društvo za razvijanje prostovoljnega dela Novo mesto

Legal form: Association, NGO

Address/Seat: Rozmanova ulica 30, 8000 Novo mesto, Slovenia

ID: 5697042000 TIN: 39303632

Legal representative:

Legal representative:

Bank name and address

IBAN: SI56029700020329455

SWIFT/BIC: LJBASIX

(hereinafter „Partner “)

as per the provisions of § 269 par. 2 of the Commercial Code  
in order to implement the project entitled:

European Network for Social Integration Entrepreneurship: social inclusion and development of rural regions for a better European future ENSIE – 588997-CITIZ-1-2017-1-1SK-CITIZ-NT (hereinafter only „Project“) in the period from 01/07/2017 till 31/12/2018.

## **P R E A M B L E**

1. The Contracting Parties agree that, in order to ensure the implementation of the Project co-financed by the European Union Program for Europe for Citizens (Grant Decision No 2017-1325 / 001-001), they conclude this Partnership Contract (hereinafter referred to as the "Partnership Contract").
2. The Partnership Contract, all rights, obligations and claims arising out of or in connection with the Partnership Agreement are governed by the applicable laws of the Slovak Republic and the Program Guide of the Europe for Citizens Program.
3. In case, that during the validity of the Partnership Contract, a change of legislation or of other document issued by the Slovak Republic or the European Community operative for the purposes of this Partnership Contract, the Contracting Parties undertake, as from the date of their entry into force and effect, to proceed according to the applicable law or other deciding document, unless this is contrary to the applicable law. In case of a change in legislation, either Party considers it appropriate to amend the Partnership Contract by an addendum; the Contracting Parties undertake to conclude an amendment to the Partnership Contract to the extent of alignment with applicable law or other relevant instrument.

## **Article I**

### **Subject and purpose of Partnership Contract**

1. The subject of the Partnership Contract is to regulate the mutual rights and obligations of the parties to the implementation of the Project with the activities specified in Annex no. 1. Partnership Contract.
2. The partnership is an informal association of the members of the partnership established in order to make the cooperation of the parties more efficient for better and more efficiently achieve the objectives and the expected results of the project. A summary of the activities and tasks of the partner (including identification of activities and the timeframe for the implementation of the Project) is the Annex no. 1. of the Partnership Contract.

## **Article II**

### **Declarations**

1. The members of the partnership declare and agree that the main partner represents each partner and the partnership externally in connection with the implementation of the Project, namely:
  - against the Provider within the meaning of the Grant Decision no. 2017-1325 / 001-001 (Annex 3)
  - in the management and organization of financial flows in connection with the grant provided within the partnership and also externally in relation to the Provider, under the terms of the Partnership Contract,
  - when negotiating with the Provider about the conditions of implementation of individual activities or changes of the Project.
2. The members of the partnership declare that, in fulfilling their obligations and implementing the rights under the Partnership Contract, they will be governed by the applicable legal regulations of the Slovak Republic and the European Community and by the Provider's methodical guidelines.
3. The communication language for the project implementation is the English language. When implementing a project organized by a partner, besides the English language, the secondary communication language is also the national language of the partner, and the partner is obliged to provide interpretation from the national language into the English language and from the English language into the national language. All partner outcomes according to the Annex no. 1 of this Contract shall be provided in English language.
4. The main Partner is the Project Coordinator, who manages and organizes the implementation of the Project. The Partners declare that they accept the main Partner as the Project Coordinator within the scope of the Partnership Agreement and undertake to accept and implement the main Partner's instructions in relation to the implementation of the activities and financial management of the Project.
5. By signing the Partnership Contract, the members of the partnership undertake in their entirety the responsibility for the proper performance of the obligations and the implementation of the activities of the Project under the Partnership Contract.
6. The main Partner and the Partners by signing the Partnership Contract become co-promoters of the Project, i.e. the Partner takes responsibility towards the main Partner for the realization of Project activities, to which the Partner under the Partnership Contract committed himself and which are specified in the Annex no. 1 of the Partnership Contract.

### **Article III**

#### **The status of the main Partner and the Partner, their rights and obligations**

1. The Partner is responsible to the main Partner for the implementation of the Project's assigned activities under the Partnership Contract.
2. The main Partner is fully responsible in the relation to the Provider for the coordination and management of the implementation of all activities of the approved Project and for the fulfilment of the obligations of the Partners arising and related to the Partnership Contract. This does not affect the Partner's responsibility towards the main Partner.
3. The Partner also participates in the provision of the individual activities of the Project, while its share and participation in the provision of individual task for the implementation of the Project is listed in Annex 1 of the Partnership Contract.
4. Each member of the partnership undertakes to fulfil his obligations under the Partnership Contract properly and in a timely manner, acting as the executor of the Project's activities assigned to him/her and is responsible to the main Partner and the Provider for the proper and timely fulfilment of its obligations.
5. The Partner undertakes to perform for the main Partner all necessary administrative actions related to the realization of the relevant activities of the Project and shall ensure the outputs of the project according to Annex no. 1 and in accordance with the Program Guide. ..
6. If the Partner is unable to implement the Partnership Contract with his / her assigned activities to the specified extent, the main Partner will propose a change or, respectively, cancellation of the Partnership Contract.
7. The Partner is required to report to the main Partner issues, limiting factors, risks and threats that may have an impact on the implementation of the activities and the implementation of the Project entrusted to the Partner.

### **Article IV**

#### **Obligation to provide information and report on the implementation of the activities and the final report of the project**

1. The Partner is required in all documents necessary based on the Partnership Contract to submit to the main Partner complete and truthful information.
2. During the validity of the Partnership Contract, the Partner is required to inform the main Partner in writing and to report to him in the scope and manner specified by the main Partner. The report is submitted by the Partner on the prescribed form according to Annex no. 3 of this Contract.
3. The main Partner undertakes to submit the final project report with the relevant official forms within a maximum of two months from the date of completion of the project implementation, respectively to the eligibility period for the implementation of the Project as per the Grant Decision.
4. The Partner is bound to notify in writing to the main Partner about all changes, facts and circumstances that have or may have an effect on Project activity realization, Partnership Contract or its fulfilment, or are directly or indirectly related to its fulfilment, within five (5) working days from their uprising or from the moment the Partner found them out. The Contracting Parties shall then, without undue delay, discuss other options and ways of fulfilling of the subject and purpose of this Partnership Contract.

### **Article V**

#### **Way of non-refundable financial contribution withdrawing**

1. The financial contribution is granted to the main partner under the provisions of the Grant Decision no. 2017-1325 / 001-001 preliminary pre-financing of 40% of the total project budget within 30 days after signing the Grant Decision. The remaining 60% of the total

budget of the project will be paid by the Grantor after approval of the final project report.

2. The main Partner after the conclusion (the contract signed by the Partner and the main Partner) and the subsequent entry into force (the day following the publication of the Contract on the main partner's website) of this Contract ensures from the budget:
  - a) reimbursement of partner's travel expenses related to his / her participation in events organized by the main Partner or other project Partner according to Annex no. (1) of this Contract. The reimbursement of travel expenses is governed by the valid legislation of the Slovak Republic, which is listed in Annex no. 4. Compensation for the use of a motor vehicle.
3. Accommodation costs (accommodation, board, etc.) of a Partner related to his / her participation in events organized by the main Partner or other project Partner according to Annex no. (1) of this Contract shall be borne by the organizer of the event, i.e. for the Partner is provided free of charge.
4. The Partner is entitled to reimburse the costs directly related to the implementation of the Partner's activities (management costs, costs for lecturers, Publicity, dissemination of project results, etc.) and to cover the costs of communication / dissemination of information related to the implementation of the Project in a total amount of 1700,00 EUR. This amount will be paid to the Partner after successful completion of the project latest till 31<sup>st</sup> December 2018.
5. The Parties acknowledge that the grant is granted by the Provider exclusively to the main Partner as the beneficiary as per the Grant Decision.

## **Article VI**

### **Project implementation control**

1. The Partner undertakes to allow the Provider and other authorized persons to carry out on-the-spot checks / audits / verifications.
2. The Partner is required to ensure the presence of the persons responsible for the implementation of the Project's activities, to create appropriate conditions for the proper and timely execution of the on-the-spot control / audit / verification and to abstain from the procedures that could jeopardize the initiation and proper conduct of the control / audit / verification on-site.

## **Article VII**

### **Information and publicity**

1. The main partner will act as media representative and speaker of the members of the partnership, the other partners are authorized to communicate with third parties in the scope of the implementation of the specified activities and the stated goal of the project under the Partnership Contract, unless the parties agree otherwise.
2. The partnership members are committed to informing each other about the activities and partnership participation and actively participating in activities related to the visibility, dissemination and evaluation of the Project results.
3. The Partner is bound to fulfil his/her obligations in the field of information and publicity in accordance with Annex no. 1 of the Contract.

## **Article VIII**

### **Assets and intellectual property (know-how)**

1. Copyright of outputs developed under the Project for which a grant has been provided or a part thereof shall remain in the property of the relevant member or members of the partnership who is or are its authors or has copyright. The members of the partnership by

signing of the Partnership Contract in accordance with the provisions of § 18 letter (C) of the Copyright Act (Act No. 618/2003 Coll., as amended), grant a general consent to the free distribution of the work or copies thereof for other members of the partnership, and at the same time undertake to obtain such consent from any other third parties whose rights are, or could be affected by such action.

#### **Article IX**

##### **Disputes and requests**

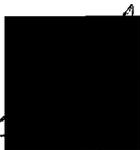
1. In case of a dispute between the members of the partnership, they undertake to settle it by mutual agreement or by settlement.
2. In use that the parties to the dispute do not reach a settlement by mutual agreement or settlement, the dispute shall be settled before the magistrate and local competent court of the Slovak Republic.

#### **Article X**

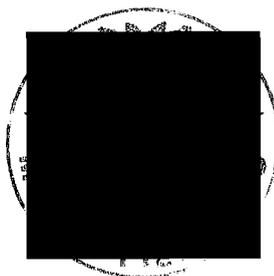
##### **Specific and final provisions**

1. The main Partner has the right to propose partners to withdraw from the Partnership Contract in relation to the partner, and it could be in case:
  - a) if it considers it necessary in view of the circumstances and seriousness of the breach of contract by the Partner, and this procedure is effective from the point of view of the main Partner,
  - b) if the Partner has breached his contractual obligations in a way that does not allow the Project's material and timely implementation,
  - c) if the Partner repeatedly fails to meet his contractual obligations or if he has deliberately breached his contractual obligation.
2. The Partnership Contract shall enter into force on the date of signature by both Contracting Parties and effective after the entry into force and effect of the Contract relating to the Project realization.
3. The Partnership Contract may be amended or supplemented only by mutual agreement between the Parties, and any amendment must be made in the form of a written amendment to the Partnership Contract.
4. The Partnership Contract is issued in duplicate, one for each of the Contracting Parties.
5. The Parties declare that they have read and duly consulted the Partnership Contract, its content and the legal effects thereof, their contractual statements are sufficiently clear, specific and understandable, signatory persons are entitled to sign this Partnership Contract and as a sign of acceptance they have signed it.

In Pilakova date 19.9.2017



main Partner



(legal representative)

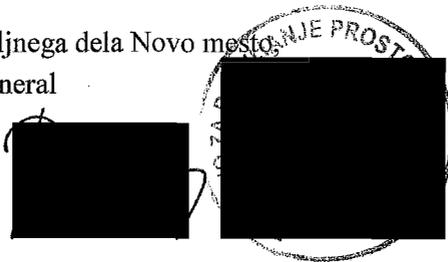
In Novo Mesto date 15.09.2017

Društvo za razvijanje prostovoljnega dela Novo mesto

Branka Bukovec, Secretary General

Partner

(legal representative)



Annexes:

Annex no. 1. Overview of partner activities and tasks

Annex no. 2. Grant decision no. 2017-1325/001-001

Annex no. 3 Report on partner activities