

**Partnership Agreement
for
donor partnership project**

between

Gymnázium, Ul. 17. Novembra 1180, Topol'čany
Ul. 17. Novembra 1180/16, 955 01 Topol'čany, Slovakia

Tax ID number: 2021291415

Represented by: PaedDr. Martina Mazáňová, PhD

hereinafter referred to as the "Project Promoter"

and

Råholt ungdomsskole

Tærudvegen 1, 2070 Råholt, Norway

Tax ID number: 964951113

Represented by: Ms. Rigmor S. Strøm

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
"Environmental research in indoor and outdoor educational zone"
funded under the Norwegian Financial Mechanism Programme
*ACC Climate change mitigation and adaptation***

PREAMBLE:

The Contracting Parties listed above of this Partnership Agreement (hereinafter referred to as the "Agreement") enter into this Agreement pursuant to § 51 of Act no. 40/1964 Coll. The Civil Code, as amended, with the aim of jointly implementing a project entitled Environmental research in the interior and exterior educational zone specified in Art. 1 of this Agreement (hereinafter referred to as the "Project").

Gymnasium, Ul. 17. november 1180, Topolčany submitted a Project Application under the Call for Proposals - Call Code ACC03, announced by the Ministry of the Environment of the Slovak Republic as the Program Administrator for the "Climate Mitigation and Adaptation" Program (hereinafter "Program Administrator").

The project application was approved by the Program Administrator and the Project was assigned the number ACC03 / P02.

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 referred to in Article 3 and Annex 1 to this Agreement.
2. The aim of the partnership within the project is to build a knowledge base and increase information and public awareness in the field of climate change, their integration into environmental education. Main activities:
 - Preparation of educational materials and teaching aids on climate change mitigation and adaptation.
 - Implementation of teaching materials and their verification in the conditions of the educational process.
 - Organization of environmental events, lectures, workshops, competitions, and exhibitions.
3. 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.
4. 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. Main cooperation activities within the Partnership Agreement between the Project Promoter and the Project Partner:
 - a. Preparation of educational materials and teaching aids on climate change mitigation and adaptation by the Project Promoter. Duration: during the implementation of the project, i.e. 18 months.
 - b. Implementation of teaching materials and their verification in the conditions of the educational process at the Project Promoter and the Project Partner. Duration: during the implementation of the project, i.e. 18 months.
 - c. Organization of environmental events, lectures, workshops, competitions and exhibitions of the Project Promoter in cooperation with the Project Partner in distance and full-time form. Duration: during the implementation of the project, i.e. 18 months.
2. Activities of the Promoter:
 - a. Preparation of educational materials and teaching aids on climate change mitigation and adaptation by the Project Promoter. Duration: during the implementation of the project, i.e. 18 months.
 - b. Implementation of teaching material and their verification in the condition of the educational process at the Project Promoter and the Project Partner. Duration: during the implementation of the project, i.e. 18 months.
 - c. Organization of environmental events, lectures, workshops, competitions and exhibitions of the Project Promoter in cooperation with the Project Partner in distance and full-time form. Duration: during the implementation of the project, i.e. 18 months.
3. Project partner activities:
 - a. Implementation of teaching materials and their verification in the conditions of the educational process at the Project Promoter and the Project Partner. Duration: during the implementation of the project, i.e. 18 months.
 - b. Organization of environmental events, lectures, workshops, competitions and exhibitions of the Project Promoter in cooperation with the Project Partner in distance and full-time form. Duration: during the implementation of the project, i.e. 18 months.
4. The parties do not claim funds from the project budget for the implementation of activities. The cooperation will be implemented without financial claim. No funds will be provided to the project partner.
5. The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this Agreement.
6. 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.

7. 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.
8. 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.
9. The Parties shall appoint the following project managers, who shall have operational responsibility for the implementation of the project and shall serve as the contact point for all exchanges of communication, documentation, and materials between the Parties:
 - a) Project manager of the Project Promoter: Ing. Miriam Harwood
 - b) Project manager of the Project Partner: **Ms. Rigmor Kristine Strøm**

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 project outputs, 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 referred to in Article 3 and Annex 1 - Main roles and responsibilities of the Parties.
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 project reports and project outputs 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, on commonly accepted data carriers, for at least 3 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 each Party as well as the allocation of the budget, amongst the activities to be performed by each Party is fixed in Annex 2 - Project budget and eligibility to expenditures.
2. This article of the agreement does not apply as the Project Partner does not have a financial participation in the project, does not claim any grant. The Project Partner's expenditure represents a total of 0 EUR in terms of the project budget.

Article 7 – Financial management and payment arrangements

1. This article of the agreement does not apply as the Project Partner does not have a financial participation in the project and does not claim the grant. The Project Partner's expenditure represents a total of 0EUR in terms of the project budget. The parties agree that the project partner will not incur direct and indirect costs.

Article 8 – Proof of expenditure

1. This article of the agreement does not apply as the Project Partner does not have a financial participation in the project and does not claim the grant. The Project Partner's expenditure represents a total of 0 EUR in terms of the project budget. The parties agree that the project partner will not incur direct and indirect costs.

Article 9 – Progress and financial reports

1. The Parties agree that the Project Partner is obliged to inform the Project Promoter about the progress at least once every six months.
2. The Project Promoter shall by way of this provision ensure that it receives in a timely manner all the necessary information to comply with its reporting obligations to the Programme Operator.

Article 10 – Audits

1. This article of the agreement does not apply as the Project Partner does not have a financial participation in the project and does not claim the grant. The Project Partner's expenditure represents a total of 0 EUR in terms of the project budget. The parties agree that the project partner will not incur direct and indirect costs.

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

1. For the purposes of this Agreement, confidential information shall be any information provided by the Parties after the conclusion of this Agreement, regardless of the form and manner of its provision, if it is designated as confidential by the Parties, as well as information the disclosure of which to a third party may cause pecuniary or non-pecuniary damage, and such consequences can be expected for due diligence.

Article 14 - Intellectual property rights

1. For the purposes of this Agreement, intellectual property includes: specific copyrights, including ownership of works, materials or other results produced under the agreement. The parties have agreed on their mutual use.

Article 15 –Liability

1. In relation to the Project Promoter, the Project Partner is fully responsible for the implementation of the parts of the Project entrusted to him and is liable to them for breach of obligations under this Agreement.
2. The Parties declare that they are aware that, according to the Partnership Agreement, a breach of the obligation stipulated in this Agreement by any of the Contracting Parties causes an Irregularity in the Project.
3. The Parties are obliged to immediately notify each other of any Irregularity or Suspicion of Irregularity in the manner and to the extent provided by the NFM Legal Framework and the Implementation Rules and to provide co-operation in resolving them and reporting them to the competent authorities.

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 Contracting Parties agree that the termination of the contractual relationship under this Agreement shall occur:
 - a) by fulfilment of the obligations of the contracting parties and at the same time the expiration of the period for which this Agreement was concluded,
 - b) by agreement of the contracting parties,
 - c) by withdrawal from this Agreement.
2. The Project Promoter has the right to withdraw from this Agreement in relation to the Project Partner:
 - a) if it deems it necessary in a view of the circumstances and seriousness of the breach of the contractual obligation by the Project Partner and this procedure is effective from the point of view of the Project Promoter,
 - b) if the Project Partner has breached his contractual obligations in such a way that does not allow for the material and time implementation of the Project,
 - c) if the Project Partner repeatedly fails to fulfil his contractual obligations or if Project Partner has intentionally breached his contractual obligation.
3. The Project Promoter shall propose to the Project Partner to withdraw from this Agreement in relation to the Partner:
 - a) in case of suspension of the Project implementation for reasons on the part of the Project Partner,
 - b) in the event of not implementing the Project in accordance with this Agreement,
 - c) in the event of an objective reason for the impossibility of fulfilling this contract, which occurred on the part of the Project Partner.
4. The parties have agreed on zero financial participation of the Project Partner in terms of budget. The financial consequences of termination of the contract on both parties will not arise.

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:

Gymnázium, Ul. 17. Novembra 1180, Topoľčany
Ul. 17. Novembra 1180/16
955 01 Topoľčany
Slovakia

For the Project Partner:

Råholt ungdomsskole
Tærudvegen 1
2070 Råholt
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. Any dispute relating to the conclusion, validity, interpretation or performance of this Agreement shall be resolved amicably through consultation between the Parties.

2. In the event that the parties to the dispute fail to settle the dispute by mutual agreement or conciliation, the dispute shall be promptly submitted to the Programme Operator, who may, at its discretion, convene a joint meeting between the Programme Operator and the parties to the dispute or the Programme Operator and all parties to the agreement in order to resolve the dispute and reach an agreement and an out-of-court settlement. In the event that the Programme Operator does not convene a joint hearing or the disputing parties do not agree on a joint hearing convened by the Programme Operator pursuant to the previous sentence, the disputing parties will resolve the dispute before the relevant general court of the Slovak Republic.
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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 Topolčany on 11.12.2021

Signed in Pohlt on 7.1.21

Annex 1

Main roles and responsibilities of the Parties

| Activity/ Subject | Project Promoter | Project Partner 1 (Constantine the Philosopher University in Nitra) | Project Partner 2 (Råholt ungdomsskole, Norway) |
|---|------------------|--|--|
| Activity 1 Preparation of educational materials and teaching aids on climate change mitigation and adaptation | • | • | • |
| Activity 2 Revitalization of the school garden into an ecological classroom with an external nature trail | • | | |
| Activity 3 Construction of insect houses and ecological gardening in the school garden | • | | |
| Activity 4 Building an indoor learning zone with an aquarium and vertical gardens | • | | |
| Activity 5 Installation of waste separation equipment (separated waste containers) construction of a composter in the school garden | • | | |
| Activity 6 Organization of environmental events, lectures, workshops, competitions and exhibitions at school. Implementation of teaching materials and their verification in the conditions of the educational process at the Project Promoter and the Project Partner. | • | | • |
| Activity 7 Publicity and supporting activities | • | | • |

Annex 2

Project budget and eligibility to expenditures

| Activity/ Subject | Project Promoter | Project Partner 1 (Constantine the Philosopher University in Nitra) | Project Partner 2 (Råholt ungdomsskole, Norway) | Total |
|---|-------------------------|---|---|---------------|
| Activity 1 Preparation of educational materials and teaching aids on climate change mitigation and adaptation | 0 | 5 000 | 0 | 5 000 |
| Activity 2 Revitalization of the school garden into an ecological classroom with an external nature trail | 5 500 | 0 | 0 | 5 500 |
| Activity 3 Construction of insect houses and ecological gardening in the school garden | 5 000 | 0 | 0 | 5 000 |
| Activity 4 Building an indoor learning zone with an aquarium and vertical gardens | 5 000 | 0 | 0 | 5 000 |
| Activity 5 Installation of waste separation equipment (separated waste containers) construction of a composter in the school garden | 5 000 | 0 | 0 | 5 000 |
| Activity 6 Organization of environmental events, lectures, workshops, competitions and exhibitions at school. Implementation of teaching materials and their verification in the conditions of the educational process. | 5 500 | 0 | 0 | 5 500 |
| Activity 7 Publicity and supporting activities | 10 000 | 0 | 0 | 10 000 |
| Total | 36 000 | 5 000 | 0 | 41 000 |

DECLARATION

Legal representative of Råholt ungdomsskole declares on his honour that:

- a. is eligible to conclude the partnership agreement,
 - b. has not been convicted of an intentional offence,
 - c. the partner organization has no tax arrears, has no registered deficiencies in health insurance, social insurance or other arrears to the state or the court,
 - d. the partner organization is not subject to bankruptcy proceedings, is not in bankruptcy, restructuring and the petition to declare bankruptcy due to lack of assets has not been rejected against it,
 - e. the partner organization did not violate the ban on illegal work and illegal employment.
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Signature and

Name:

Title: