

## **PARTNERSHIP AGREEMENT**

**for the implementation of  
the Project**

***Climate resilient Bratislava – Pilot  
projects for decarbonisation,  
energy efficiency of buildings and  
sustainable rainwater management  
in urban space***

**funded under the EEA Financial  
Mechanism Programme 2014 - 2021  
ACC Climate change mitigation and  
adaptation  
(SK – Climate)**

### **1 PREAMBLE**

- 1.1 The Parties specified in the Section 2 of this Partnership Agreement (hereinafter referred to as the “Agreement”) conclude this Agreement with the aim to jointly implement the project called “*Climate resilient Bratislava – Pilot projects for decarbonisation, energy efficiency of buildings and sustainable rainwater management in urban space*” specified in the Article 5 of this Agreement (hereinafter referred to as the “Project”).
- 1.2 Project Promoter submitted a Project Application under the Call for proposals – code of the Call ACC01, launched by the Ministry of the Environment of the Slovak Republic as the Programme Operator of the *Programme Climate Change Mitigation*

## **PARTNERSKÁ DOHODA**

**za účelom implementácie projektu**

***Klimaticky odolná Bratislava - Pilotné  
projekty zamerané na  
dekarbonizáciu, energetickú účinnosť  
budov a udržateľné hospodárenie s  
dažďovou vodou v mestskom  
prostredí***

**spolufinancovaného  
z Finančného mechanizmu  
Európskeho hospodárskeho priestoru  
2014 – 2021  
v rámci programu  
*Zmierňovanie a prispôsobovanie sa  
zmene klímy*  
(SK - Klíma)**

### **1 ÚVODNÉ USTANOVENIA**

- 1.1 Zmluvné strany špecifikované v čl. 2 tejto Partnerskej dohody (ďalej len „Zmluva“) uzatvárajú túto Zmluvu s cieľom spoločne realizovať projekt s názvom *Klimaticky odolná Bratislava - Pilotné projekty zamerané na dekarbonizáciu, energetickú účinnosť budov a udržateľné hospodárenie s dažďovou vodou v mestskom prostredí* špecifikovaný v čl. 5 tejto Zmluvy (ďalej len „Projekt“).
- 1.2 Prijímateľ podal Žiadosť o projekt v rámci Výzvy na predkladanie žiadostí o projekty – kód výzvy ACC01, ktorú vyhlásilo Ministerstvo životného prostredia Slovenskej republiky ako správca programu pre program *Zmierňovanie a prispôsobovanie sa zmene klímy* (ďalej len „Správca programu“). Žiadosť

*and Adaptation* (hereinafter referred to as the „Programme Operator“). The Project Application was approved by the Programme Operator and the Project was registered under the no. ACC01/P3.

- 1.3 The Parties have accepted the offer of the Programme Operator for the provision of the Project Grant and the Partner, by signing this Agreement, explicitly agrees with the fact that the Project Promoter, after this Agreement becomes valid, shall conclude with the Programme Operator the Project Contract for implementation of project within the Programme *Climate Change Mitigation and Adaptation* co-financed from EEA Financial Mechanism 2014 – 2021 (hereinafter referred to as „EEA FM“) and the state budget of the Slovak Republic (hereinafter referred to as the “Project Contract“), according to which the Project shall be implemented in the partnership established between them. By signing this Agreement, Partner declares that he is well acquainted with the draft of the Project Contract, which forms Annex No. 3 of this Agreement, understands its content, fully accepts and agrees with it and undertakes to fulfil the Project Contract after it becomes effective in compliance with the provisions of this Agreement.
- 1.4 The Partnership according to this Agreement does not have a legal subjectivity and this contractual relationship does not have a character of the supply-purchase relationship.
- 1.5 The Parties shall act in accordance with the legal framework of the EEA Financial Mechanism 2014-2021, namely with the Regulation on the implementation of the EEA 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.
- 1.6 The terms used in this Agreement are defined in Article 1 of the General Conditions of the Project Contract, which form Annex No. 4 of this Agreement.

o projekt bola Správcom programu schválená a Projektu bolo pridelené číslo ACC01/P3.

- 1.3 Zmluvné strany akceptovali ponuku Správcu programu na poskytnutie Projektového grantu a Partner podpisom tejto Zmluvy výslovne súhlasí s tým, aby Prijímateľ po nadobudnutí platnosti tejto Zmluvy podpísal so Správcom programu projektovú zmluvu na realizáciu projektu v rámci programu „Zmierňovanie a prispôsobovanie sa zmene klímy“ spolufinancovaného z Finančného mechanizmu EHP 2014 - 2021 (ďalej len „FM EHP“) a štátneho rozpočtu Slovenskej republiky (ďalej len „Projektová zmluva“), podľa ktorej sa bude Projekt realizovať v ním vytvorenom partnerstve. Partner podpisom tejto Zmluvy vyhlasuje, že sa so znením návrhu Projektovej zmluvy, ktorej návrh tvorí Prílohu č. 3 tejto Zmluvy, dôkladne oboznámil, jeho obsahu porozumel v celom rozsahu a v plnej miere ho akceptuje, súhlasí s ním a zaväzuje sa Projektovú zmluvu po nadobudnutí jej účinnosti v rozsahu podľa tejto Zmluvy dodržiavať, pričom platí, že povinnosti Prijímateľa upravené v Projektovej zmluve sa na Partnerov vzťahujú primerane.
- 1.4 Partnerstvo vytvorené podľa tejto Zmluvy nemá právnu subjektivitu a nie je združením podľa § 829 Občianskeho zákonníka a tento zmluvný vzťah nemá charakter dodávateľsko-odberateľského vzťahu.
- 1.5 Zmluvné strany sa zaväzujú konať v súlade s právnym rámcom Finančného mechanizmu EHP 2014 - 2021, t.j. s Nariadením pre implementáciu Finančného mechanizmu EHP 2014 - 2021 (ďalej len „Nariadenie“). Strany výslovne potvrdzujú, že majú prístup k obsahu nariadenia a sú s ním oboznámené.
- 1.6 Pojmy použité v tejto Zmluve sú definované v čl. 1 Všeobecných zmluvných podmienok, ktoré tvoria Prílohu č. 4 Projektovej zmluvy.
- 1.7 Akékoľvek prílohy k tejto dohode tvoria neoddeliteľnú súčasť dohody.

1.7 Any Annexes to this Agreement constitute an integral part of the Agreement.

## 2 PARTIES

### 2.1 Project Promoter

Name of the organization:

**Hlavné mesto Slovenskej republiky Bratislava**

Name in English:

**The Capital City of the Slovak republic Bratislava**

Legal form: municipality

Address/Seat:

Primaciálne námestie č. 1, 814 99 Bratislava

Organisation ID: 00603481

E-mail: projekty@bratislava.sk

Statutory representative:

Ing. arch. Matúš Vallo, mayor

Project Bank Account - IBAN:

SK03 7500 0000 0002 2502 6703

Bank account holder:

Hlavné mesto Slovenskej republiky Bratislava

Name of the bank:

Československá obchodná banka, a.s.

Bank address:

Žižkova 11, 811 02 Bratislava, Slovakia

BIC (SWIFT) code: CEKOSKBX

(hereinafter referred to as the „Project Promoter“)

### 2.2 Partner 4

Name of the organization:

**Agency for Water and Sewerage Works, City of Bergen**

Legal form: municipal agency

Address/Seat:

Fjosangerveien 68, 5020 Bergen, Norway

Organisation ID: 964338531

E-mail: magnar.sekse@bergen.kommune.no

Statutory representative:

Magnar Sekse, Director

Project Bank Account - IBAN.:

NO4752100539187

Bank account holder: Bergen kommune

Bank name: DnB

## 2 ZMLUVNÉ STRANY

### 2.1 Prijímateľ

Názov organizácie:

**Hlavné mesto Slovenskej republiky Bratislava**

Názov organizácie v angličtine:

**The Capital City of the Slovak republic Bratislava**

Právna forma: mesto

Adresa/Sídlo:

Primaciálne námestie 1, 814 99 Bratislava 1

IČO: 00603481

E-mail: projekty@bratislava.sk

Štatutárny zástupca:

Ing. arch. Matúš Vallo, primátor

Projektový účet - IBAN:

SK03 7500 0000 0002 2502 6703

Majiteľ účtu:

Hlavné mesto Slovenskej republiky Bratislava

Názov banky:

Československá obchodná banka, a.s.

Adresa banky:

Žižkova 11, 811 02 Bratislava, Slovensko

BIC (SWIFT) code: CEKOSKBX

(ďalej len „Prijímateľ“)

### 2.2 Partner 4

Názov organizácie:

**Agentúra pre vodné a kanalizačné práce, mesto Bergen**

Právna forma: mestská agentúra

Adresa/Sídlo:

Fjosangerveien 68, 5020 Bergen, Nórsko

IČO: 964338531

E-mail: magnar.sekse@bergen.kommune.no

Štatutárny zástupca: Magnar Sekse, riaditeľ

Projektový účet - IBAN: NO4752100539187

Vlastník účtu: Bergen kommune

Názov banky: DnB

Bank address: Postboks 1600 Sentrum,  
0021 Oslo (headquarters) regional office:  
Torgalmenningen 2, 5014 Bergen  
BIC (SWIFT) code: DNBANOKKXXX

(hereinafter referred to as the "Partner 4" and jointly as "Partners or Partner ")

Partners named in the Article 2 are according to this Agreement considered to be Partners with financial contribution.

### **3 PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is an establishment of a partnership between the Project Promoter and Partner pursuant to Article 7.7 of the Regulation on the implementation of the EEA FM 2014 -2021 and Article 3.3. of the Programme Agreement in order to achieve their common goal through the implementation of the Project, which will be co-financed from the EEA Financial Mechanism (hereinafter referred to as the „FM EEA“)and the state budget of the Slovak Republic under the conditions stated in the Project Contract.

### **4 SUBJECT MATTER OF THE AGREEMENT**

- 4.1 The subject matter of this Agreement is to stipulate contractual conditions, rights and obligations of the Parties during the implementation of the Project, as well as to define the roles and responsibilities of the Parties during the implementation of the Project towards each other and towards the Programme Operator. By entering into this Agreement, the rights, and obligations of the Project Promoter towards the Programme Operator pursuant to the Project Contract shall not be affected.
- 4.2 The Project Promoter hereby undertakes to implement the Project, pursuant to this Agreement, the Project Contract and the current version of the Project Application and to transfer to the Partner, for the implementation of the Project, the respective part of the Project Grant to the extent, in manner and under conditions stated in this Agreement and in the Project Contract. The Partner hereby undertakes to implement the Project to the extent, in

Adresa banky: Postboks 1600 Sentrum,  
0021 Oslo (headquarters) regional office:  
Torgalmenningen 2, 5014 Bergen  
BIC (SWIFT) kód: DNBANOKKXXX

(ďalej len „Partner 4“, spoločne ako „Partneri“)

Partneri menovaní v Článku 2 sú v súlade s touto Dohodou považovaní za Partnerov s finančnou účasťou.

### **3 ÚČEL ZMLUVY**

Účelom tejto Zmluvy je vytvorenie partnerstva medzi Prijímateľom a Partnerom v súlade s čl. 7.7 Nariadenia o implementácii FM EHP 2014 – 2021 a bodom 3.3 Programovej dohody za účelom dosiahnutia ich spoločného cieľa prostredníctvom realizácie Projektu, ktorý bude spolufinancovaný z FM EHP a štátneho rozpočtu SR za podmienok ustanovených v Projektovej zmluve.

### **4 PREDMET ZMLUVY**

- 4.1 Predmetom tejto Zmluvy je úprava zmluvných podmienok, práv a povinností zmluvných strán pri realizácii Projektu, ako aj vymedzenie úloh a zodpovednosti zmluvných strán za realizáciu Projektu navzájom a voči Správcovi programu. Uzatvorením tejto Zmluvy nie sú dotknuté práva a povinnosti Prijímateľa voči Správcovi programu podľa Projektovej zmluvy.
- 4.2 Prijímateľ sa zaväzuje zrealizovať Projekt podľa tejto Zmluvy, Projektovej zmluvy a podľa aktuálnej verzie Žiadosti o projekt a previesť Partnerovi, na realizáciu Projektu, zodpovedajúcu časť Projektového grantu v rozsahu, spôsobom a za podmienok stanovených v tejto Zmluve a Projektovej zmluve. Partner sa zaväzuje podieľať sa na realizácii Projektu, v rozsahu, spôsobom a za podmienok stanovených v tejto Zmluve, v Projektovej zmluve a v aktuálnej verzii Žiadosti o projekt a za týmto účelom prijať Projektový grant a podieľať sa, spolu

manner and under conditions stated in this Agreement, in compliance with the Project Contract and the current version of the Project Application, and for this purpose to accept the Project Grant and participate, together with the Project Promoter, in Co-financing of the Project.

- 4.3 Without undue delay the Project Promoter is bound to provide the Partner with the current version of the Project Application after it has been updated and signed.

## **5 PROJECT, PROJECT GRANT, ELIGIBLE EXPENDITURES**

- 5.1 Total Eligible Expenditures on the Project, Total Eligible Expenditures on the Project Promoter, and particularly Total Eligible Expenditures on the Partner as well as the amount of the Project Grant and grant rate set for the Project Promoter and the Partner separately, the Project Objective, the Project Outcomes and the Project Outputs, including target amounts of the indicators and an itemized Project Budget are specified in the Grant Offer Letter (hereinafter referred to as the „GOL“), which forms the Annex No. 1 of this Agreement.
- 5.2 Other detail information about the Project, in particular a way of its implementation, which are not stipulated in this Agreement, are stipulated in the current version of the Project Application which forms the Annex No. 2 of this Agreement and the Project Contract. The Parties hereby undertake to process in compliance with these documents when implementing the Project.
- 5.3 The Partner takes into consideration that the conditions for provision of the Project Grant to the Project Promoter and the manner of its provision are stated in the Project Contract, GOL, EEA FM Legal Framework and in the Implementation Rules.
- 5.4 The Partner undertakes to use the Project Grant only for a reimbursement of the Eligible Expenditures in the amount and to the extent according to this Agreement, the Project Contract and the current

s Prijímateľom, na Spolufinancovaní projektu.

- 4.3 Prijímateľ je povinný bez zbytočného odkladu poskytnúť partnerovi aktuálnu verziu projektovej žiadosti po jej aktualizácii a podpísaní.

## **5 PROJEKT, PROJEKTOVÝ GRANT, OPRÁVNENÉ VÝDAVKY**

- 5.1 Celkové oprávnené výdavky na Projekt, Celkové oprávnené výdavky na Prijímateľa a zvlášť Celkové oprávnené výdavky na každého Partnera, ako aj výška Projektového grantu stanovená zvlášť pre Prijímateľa a každého Partnera, Výstup projektu a Výsledky projektu, vrátane cieľových hodnôt indikátorov a Rozpočet projektu sú špecifikované v Ponuke na poskytnutie grantu (ďalej len „PnPG“), ktorá tvorí Prílohu č. 1 tejto Zmluvy.
- 5.2 Ďalšie podrobné informácie o Projekte, najmä o spôsobe jeho realizácie, ktoré nie sú uvedené priamo v tejto Zmluve, sú uvedené v aktuálnej verzii Žiadosti o projekt, ktorá tvorí Prílohu č. 2 tejto Zmluvy a v Projektovej zmluve. Zmluvné strany sa pri implementácii Projektu zaväzujú postupovať v súlade s týmito dokumentmi.
- 5.3 Partner berie na vedomie, že podmienky pre poskytnutie Projektového grantu Prijímateľovi a spôsob jeho poskytnutia, sú stanovené v Projektovej zmluve, Ponuke na poskytnutie grantu, v Právnom rámci FM EHP a v Pravidlách implementácie.
- 5.4 Partner sa zaväzuje použiť Projektový grant len na úhradu Oprávnených výdavkov vo výške a v rozsahu podľa tejto Zmluvy, Projektovej zmluvy a aktuálnej verzie Žiadosti o projekt a v súlade s Právnym rámcom FM EHP a Pravidlami implementácie. Partner sa zaväzuje dodržiavať kritériá oprávnenosti výdavkov, ktoré sú stanovené v Projektovej zmluve, v Právnom rámci FM EHP a v Pravidlách implementácie.

version of the Project Application and in compliance with the EEA FM Legal Framework, and Implementation Rules. The Partner undertakes to follow the eligibility criteria set out in the Project Contract, EEA FM Legal Framework and in the Implementation Rules.

- 5.5 The Eligibility of Expenditures incurred by the Partner is subject to the same limitations as would apply if the expenditures were incurred by the Project Promoter. The Partner takes into consideration that the eligibility of the expenditures of the Partner is assessed primarily by the Project Promoter and subsequently by the Programme Operator in compliance with the Project Contract, EEA FM Legal Framework, Implementation Rules and the laws of the SR and the EU legislation. The Programme Operator has, in accordance with the Project Contract, an exclusive right to decide whether the expenditure declared in the Project Interim Report, or the Final Project Report fulfils the criteria of eligibility.
- 5.6 The Partner takes into consideration that by the Programme Operator's approval of the Project Interim Report and the Final Project Report the right of the Programme Operator or other Authorised entities to proceed according to the Article 13 of the General Conditions of the Project Contract and chapter 12 and 13 of the Regulation on the implementation of the EEA FM 2014-2021 if there is an Irregularity and/or a Suspicion of irregularity, is not affected.
- 5.7 An audit report or a report by a competent public officer shall also be accepted as sufficient proof of expenditure incurred for the Partner whose primary location is outside the Beneficiary state. These reports are intended to facilitate proof of expenditure; however, in the case of partnerships that do not involve significant expenditures on the partner's side, it is always possible to provide original documents as proof (e.g. receipted invoices, payroll extracts, etc). When this option is chosen, these documents must be translated into English or into the promoter's national language.

- 5.5 Oprávnenosť výdavkov zrealizovaných Partnerom podlieha rovnakým obmedzeniam, aké by sa uplatnili, ak by výdavky boli zrealizované Prijímateľom. Partner berie na vedomie, že oprávnenosť výdavkov Partnera posudzuje prvotne Prijímateľ a následne Správca programu v súlade s Projektovou zmluvou, Právnym rámcom FM EHP, Pravidlami implementácie a legislatívou SR a EÚ, ktorý má podľa Projektovej zmluvy výhradné právo rozhodnúť, či Deklarovaný výdavok spĺňa kritériá oprávnenosti.
- 5.6 Partner berie na vedomie, že schválením Priebežnej správy o projekte a Záverečnej správy o projekte Správcom programu nie je dotknuté právo Správcu programu alebo iných Oprávnených osôb postupovať podľa čl. 13 Všeobecných zmluvných podmienok a kapitoly 12 a 13 Nariadenia o implementácii FM EHP 2014 – 2021, ak sa v Projekte vyskytne Nezrovnalosť a/alebo Podozrenie z nezrovnalosti.
- 5.7 Správa nezávislého a certifikovaného audítora potvrdzujúca, že nárokané výdavky vznikli v súlade s Nariadením o implementácii FM EHP 2014 – 2021, národnou legislatívou a účtovnými predpismi krajiny Partnera, ktorého primárne sídlo je v Prispievateľskom štáte, je považovaná za dostatočné preukázanie oprávnenosti výdavkov vzniknutých Partnerovi. V prípade partnerstiev, ktoré nezahŕňajú významné výdavky na strane partnera, je vždy možné poskytnúť originálne dokumenty ako dôkaz (napr. prijaté faktúry, výpisy zo mzdy atď.). Ak je zvolená táto možnosť, tieto dokumenty musia byť preložené do angličtiny alebo do národného jazyka Prijímateľa.
- 5.8 Konečná výška Projektového grantu poskytnutá Partnerovi sa určí na základe Skutočne vynaložených oprávnených výdavkov Partnera, ktoré súvisia s realizáciou Projektu, avšak celková schválená výška Projektového grantu určená pre každého Partnera v bode 2.4 Ponuky na poskytnutie grantu nesmie byť prekročená.

- 5.8 The final amount of the Project Grant provided to the Partner will be determined on the basis of the Partner's eligible expenses actually related to the implementation of the Project, but the total approved amount of the Project Grant determined for the Partner must not be exceeded.
- 5.9 The maximum amount of indirect costs claimed under the Project and the method of its calculation are set out in the Project Contract.
- 5.10 In case the Partner keeps bookkeeping in other currency than in EUR, the Partner is required, in the List of accounting documents, to recalculate the total amount of expenditure to EUR currency using the exchange rate published by the European Commission in the month in which the expenditure was recorded in the accounts and such expenditure will be eligible up to a maximum amount so converted in EUR.

## **6 GENERAL RIGHTS AND OBLIGATIONS OF THE PROJECT PROMOTER**

- 6.1 The Project Promoter undertakes to ensure the implementation of the Project in full compliance with this Agreement, with the current version of the Project Application, the Project Contract, the EEA FM Legal Framework, to the extent to which they apply to the Project Promoter and each Partner and implementation of the Project, with the Implementation Rules, to the extent to which they apply to the Project Promoter and each Partner and implementation of the Project and generally binding legal regulations of national and EU legislation.
- 6.2 In relation to the Partner, the Project Promoter shall:
- 6.2.1 submit to the Partner the copy of the valid and effective Project Contract, including any amendments thereof, immediately after the entry into force,
- 6.2.2 provide to the Partner assistance and upon request and/or whenever necessary for the purpose of successful

- 5.9 Maximálna výška nepriamych nákladov, uplatňovaných v rámci Projektu a spôsob jej výpočtu, sú stanovené v Projektovej zmluve.
- 5.10 V prípade, ak Partner vedie účtovníctvo v inej mene, ako je mena euro, je povinný v zozname účtovných dokladov prepočítať celkovú sumu výdavkov na menu euro, použitím kurzu vyhláseného Európskou komisiou v mesiaci, kedy bol výdavok zaúčtovaný v jeho účtovníctve a takýto výdavok bude uznaný za oprávnený maximálne do výšky takto prepočítanej sumy v mene euro.

## **6 VŠEOBECNÉ PRÁVA A POVINNOSTI PRIJÍMATEĽA**

- 6.1 Prijímateľ sa zaväzuje zabezpečiť realizáciu Projektu v úplnom súlade s touto Zmluvou, s aktuálnou verziou Žiadosti o projekt, s Projektovou zmluvou, s Právnym rámcom FM EHP, v rozsahu akom sa vzťahujú na prijímateľov a partnerov a realizáciu projektov, v súlade s Pravidlami implementácie, v rozsahu v akom sa vzťahujú na prijímateľov a partnerov a realizáciu projektov a v súlade s legislatívou SR a EÚ.
- 6.2 Prijímateľ je vo vzťahu k Partnerovi povinný:
- 6.2.1 predložiť Partnerovi kópiu platnej a účinnej Projektovej zmluvy, vrátane jej prípadných dodatkov, bezodkladne po nadobudnutí účinnosti,
- 6.2.2 poskytnúť Partnerovi súčinnosť a na základe žiadosti a/alebo vždy, keď je to potrebné za účelom úspešnej realizácie Projektu, všetky informácie prijaté od Správcu programu a sprístupniť mu všetky s tým súvisiace dokumenty,

implementation of the Project all information received from the Programme Operator and give him access to all related documents,

6.2.3 perform, properly and timely, obligations under this Agreement and according to the Project Contract.

6.3 The Project Promoter is entitled to require from the Partner all assistance to enable him properly and timely to fulfil his obligations under this Agreement and the Project Contract and determine the extent and way it should be granted.

6.4 In case the Project Promoter finds out, that the Partner does not implement the Project in the extent and in the manner pursuant to this Agreement and/or pursuant to the Project Contract or shall breach the duties following from this Agreement in a way that does not allow the implementation of the Project in compliance with this Agreement and/or the Project Contract, the Project Promoter is obliged to inform without undue delay the Programme Operator and recommend, if relevant, in consultation with other Partners, the change of the Project Application. The Parties are obliged without undue delay to consult other possibilities and ways of fulfilment of the subject matter and purpose of this Agreement, including the possibility of the Partner to terminate this Agreement, or accession of the third party to this Agreement, and for this purpose to conclude an amendment to this Agreement, governing their mutual rights and responsibilities when implementing the Project.

6.5 The Project Promoter shall no later than 15 days from the conclusion of this Agreement designate a responsible person for the implementation of the Project, for the performance of this Agreement and the Project Agreement in relation to the Partner. This person also acts as the contact person.

6.2.3 plniť si riadne a včas povinnosti podľa tejto Zmluvy a podľa Projektovej zmluvy.

6.3 Prijímateľ je oprávnený požadovať od Partnera všetku súčinnosť na to, aby mohol riadne a včas splniť povinnosti vyplývajúce z tejto Zmluvy a z Projektovej zmluvy a určiť rozsah a spôsob, akým má byť súčinnosť poskytnutá.

6.4 Ak Prijímateľ zistí, že Partner nezrealizuje Projekt v rozsahu alebo spôsobom podľa tejto Zmluvy a/alebo podľa Projektovej zmluvy alebo poruší povinnosti vyplývajúce mu z tejto Zmluvy spôsobom, ktorý neumožňuje realizáciu Projektu v súlade s touto Zmluvou a/alebo Projektovou zmluvou, je Prijímateľ povinný bezodkladne informovať Správcu programu a navrhnúť mu, ak je to relevantné po konzultácii s ostatnými Partnermi, zmenu Žiadosti o projekt. Zmluvné strany sú povinné bez zbytočného odkladu prerokovať ďalšie možnosti a spôsoby plnenia predmetu a účelu tejto Zmluvy, vrátane možnosti odstúpenia Partnera od tejto Zmluvy, resp. pristúpení tretej osoby k tejto Zmluve a za týmto účelom uzavrieť dodatok k tejto Zmluve, ktorým sa upraví ich vzájomné práva a povinnosti pri realizácii Projektu.

6.5 Prijímateľ najneskôr do 15 dní od uzavretia tejto Zmluvy určí zodpovednú osobu, ktorá v jeho mene zodpovedá za realizáciu Projektu, za plnenie tejto Zmluvy a Projektovej zmluvy vo vzťahu k Partnerom a ktorá je zároveň jeho kontaktnou osobou.



## 7 GENERAL RIGHTS AND OBLIGATIONS OF THE PARTNER

7.1 The Partner undertakes to ensure the implementation of the Project in full compliance with this Agreement, with the current version of the Project Application, the Project Contract, the EEA FM Legal Framework, to the extent to which they apply to the Project Promoter and each Partner and implementation of the Project, with the Implementation Rules, to the extent to which they apply to the Project Promoter and each Partner and implementation of the Project and generally binding legal regulations of national and EU legislation.

7.2 The Partner shall:

7.2.1 provide to the Project Promoter all assistance that enables the Project Promoter, properly and timely, to comply with the obligations resulting from this Agreement, the Project Contract, EEA FM Legal Framework, and Implementation Rules,

7.2.2 perform, properly and timely, obligations under this Agreement,

7.2.3 incur the Eligible Expenditures in accordance with the legislation in its country of seat, unless otherwise stipulated in this Agreement, Project Contract, EEA FM Legal Framework, and Implementation Rules,

7.2.4 award the contract for provision of goods, services, and works in compliance with the national and EU legislation governing a public procurement and the article 8.15 of the Regulation,

7.2.5 prove to the Project Promoter and/or Programme Operator and/or other Authorised entity, at any time during the validity and effectiveness of this Agreement, the eligibility of expenditure in the same way as the eligibility of expenditures is demonstrated by the Project Promoter according to the Project Contract, EEA FM Legal Framework and Implementation Rules,

## 7. VŠEOBECNÉ PRÁVA A POVINNOSTI PARTNERA

7.1 Partner sa zaväzuje zabezpečiť, aby bol Projekt zrealizovaný v úplnom súlade s touto Zmluvou, s aktuálnou verziou Žiadosti o projekt, s Projektovou zmluvou, s Právnym rámcom FM EHP, v rozsahu v akom sa vzťahuje na prijímateľov a partnerov a realizáciu projektov, v súlade s Pravidlami implementácie, v rozsahu v akom sa vzťahujú na prijímateľov a partnerov a realizáciu projektov, v súlade s legislatívou SR a EÚ o verejnom obstarávaní a štátnej pomoci v platnom znení.

7.2 Partner je povinný:

7.2.1 poskytnúť Prijímateľovi všetku súčinnosť na to, aby mohol riadne a včas splniť povinnosti vyplývajúce mu z tejto Zmluvy, Projektovej zmluvy, Právneho rámca FM EHP a Pravidiel implementácie,

7.2.2 plniť si riadne a včas povinnosti podľa tejto Zmluvy,

7.2.3 realizovať Oprávnené výdavky v súlade s legislatívou platnou v krajine jeho sídla, pokiaľ v tejto zmluve nie je stanovené inak, s Projektovou zmluvou, s Právnym rámcom FM EHP a s Pravidlami implementácie,

7.2.4 pri obstarávaní tovarov, služieb a prác postupovať v súlade s Projektovou zmluvou, legislatívou SR a EÚ upravujúcou verejné obstarávanie a čl. 8.15 Nariadenia o implementácii FM EHP 2014 – 2021,

7.2.5 kedykoľvek počas platnosti a účinnosti tejto Zmluvy preukázať Prijímateľovi a/alebo Správcovi programu a/alebo inej Oprávnenej osobe oprávnenosť výdavku rovnakým spôsobom ako ju preukazuje Prijímateľ podľa Projektovej zmluvy, Právneho rámca FM EHP a Pravidiel implementácie,

7.2.6 zdržať sa konania, ktoré by mohlo poškodiť dobré meno FM EHP alebo ohroziť implementáciu Projektu.

7.3 Partner zabezpečí, aby informácie ním poskytnuté Prijímateľovi alebo Správcovi programu, jeho prostredníctvom alebo v jeho mene, najmä v súvislosti s plnením

- 7.2.6 refrain from any action that might damage the reputation of FM EEA or threaten the implementation of the Project.
- 7.3 The Partner shall secure that information provided by him to the Project Promoter or Programme Operator, through him or on his behalf, particularly in connection with the performance of this Agreement and implementation of the Project are equally authentic, true, accurate and complete.
- 7.4 The Partner is obliged to enable a performance of control of the Project and ensure the access according to the article 9.8 of the Regulation of the implementation of the EEA FM 2014-2021 as well as the Article 6 of the General Conditions of the Project Contract.
- 7.5 The Partner by signing this Agreement agrees that the obligations set out for the Project Promoter in the Project Contract shall be applicable mutatis mutandis to him.
- 7.6 The Partner shall no later than 15 days from the conclusion of this Agreement designate a responsible person for the implementation of the Project, for the performance of this Agreement and the Project Agreement in relation to the Project Promoter and the other Partners. This person also acts as the contact person.

## **8 RIGHTS AND OBLIGATIONS OF THE PARTIES IN CONNECTION WITH THE USE OF PROJECT GRANT (IF THE PROJECT GRANT IS PROVIDED TO THE PARTNER BY ADVANCE PAYMENT SYSTEM)**

- 8.1 The Project Promoter shall transfer to the bank account of the Partner specified in the Article 2 of this Agreement the respective amount of the advance payment of the Project Grant including Co-financing of the Project in the amount according to this Agreement and respective Project interim report within seven (7) calendar days from the crediting of advance payment to the Promoter's Project Bank Account.

tejto Zmluvy a realizáciou Projektu boli autentické, pravdivé, presné a úplné.

- 7.4 Partner je povinný umožniť vykonanie kontroly Projektu a zabezpečiť prístup podľa čl. 9.8 Nariadenia o implementácii FM EHP 2014 – 2021 a čl. 6 Všeobecných zmluvných podmienok, ktoré tvoria Prílohu č. 4 Projektovej zmluvy.
- 7.5 Partner podpisom tejto Zmluvy súhlasí, že sa na neho primerane vzťahujú všetky povinnosti Prijímateľa ustanovené v Projektovej zmluve.
- 7.6 Partner najneskôr do 15 dní od uzavretia tejto Zmluvy určí zodpovednú osobu, ktorá v jeho mene zodpovedá za realizáciu Projektu a za plnenie tejto Zmluvy vo vzťahu k Prijímateľovi a ostatným Partnerom a ktorá je zároveň jeho kontaktnou osobou.

## **8 PRÁVA A POVINNOSTI ZMLUVNÝCH STRÁN V SÚVISLOSTI S POUŽITÍM PROJEKTOVÉHO GRANTU (AK JE PROJEKTOVÝ GRANT PARTNEROVI POSKYTNUTÝ SYSTÉMOM ZÁLOHOVEJ PLATBY)**

- 8.1 Prijímateľ sa zaväzuje previesť na bankový účet Partnera špecifikovaný v čl. 2 tejto Zmluvy prislúchajúcu časť platby Projektového grantu vrátane Spolufinancovania projektu vo výške podľa tejto Zmluvy a príslušnej Priebežnej správy o projekte do siedmych (7) kalendárnych dní od dňa pripísania platby na Projektový účet Prijímateľa.
- 8.2 Bankový účet každého Partnera musí byť zriadený ako osobitný neúročený účet a otvorený v súlade s požiadavkami Systému

- 8.2 The bank account of the Partner must be established as a special non-interest-bearing account in accordance with the requirements of the System of financing and financial management of EEA FM 2014 – 2021, determined depending on the legal form of the Partner.
- 8.3 The Partner undertakes to use the Project Grant exclusively to reimburse the Eligible Expenditures for the purposes of reaching the goal, Project Output and Project Indicators in line with the principles of economy, efficiency and effectiveness and shall ensure that Eligible Expenditures realized from Project Grant are reasonable and necessary for the implementation of Project Output pertaining to him, are identifiable and verifiable, have been implemented and are accounted for in accordance with the requirements of applicable national legislation of the country of the Partner's residence.
- 8.4 The Partner undertakes to record the provided Project Grant to the Promoter duly and on time, in order to enable the Project Promoter to declare all expenditures incurred for the implementation of the Project in the present or the next Reporting Period in Project Interim Report, or Final Project Report and submit it to the Programme Operator in line with the Project Contract, in the same way, including the submission of all relevant documents, as the Project Promoter is obliged to report it to the Programme Operator according to the Project Contract, except for filling in the Project Interim Report, or Final Project Report. Partner is responsible to the Project Promoter for usage of the Project Grant in compliance with this Agreement, the Project Contract, EEA FM Legal Framework, and Implementation Rules.
- 8.5 The Partner is obliged to provide to the Project Promoter as well as to the Programme Operator, if required, all information and necessary cooperation during verification of the Project Interim Report, or Final Project Report, as far as the Project Outputs realized in the respective financovania a finančného riadenia FM EHP a NFM na programové obdobie 2014 – 2021, určenými v závislosti od právnej formy Partnera.
- 8.3 Partner sa zaväzuje použiť Projektový grant výhradne na úhradu Oprávnených výdavkov a za účelom dosiahnutia cieľa, Výsledkov projektu a indikátorov Projektu v súlade s princípmi hospodárnosti, efektívnosti a účinnosti a zabezpečí, aby Oprávnené výdavky realizované z Projektového grantu boli primerané a nevyhnutné pre implementáciu Projektu, aby boli overiteľné a identifikovateľné, aby boli zrealizované a zaúčtované v súlade s požiadavkami legislatívy SR a EÚ, a ak má Partner sídlo mimo Slovenskej republiky, tak platnej legislatívy v krajine sídla Partnera.
- 8.4 Partner sa zaväzuje poskytnutý Projektový grant Prijímateľovi zúčtovať riadne a včas tak, aby bol Prijímateľ schopný deklarovať všetky výdavky vynaložené na realizáciu Projektu v príslušnom, resp. v niektorom z nasledujúcich Reportovacích období v Priebežnej správe o projekte, resp. Záverečnej správe o projekte a predložiť ju Správcovi programu v súlade s Projektovou zmluvou, a to rovnakým spôsobom, vrátane predloženia príslušných dokumentov, ako je povinný tieto prostriedky zúčtovať Správcovi programu Prijímateľ podľa Projektovej zmluvy, okrem vyplnenia Priebežnej správy o projekte, resp. Záverečnej správy o projekte. Partner zodpovedá Prijímateľovi za použitie Projektového grantu v súlade s touto Zmluvou, Projektovou zmluvou, Právnym rámcom FM EHP a Pravidlami implementácie.
- 8.5 Partner je povinný Prijímateľovi, ako aj Správcovi programu, ak o to požiadajú, poskytnúť všetky informácie a potrebnú súčinnosť pri overovaní Priebežnej správy o projekte, ako aj Záverečnej správy o projekte, pokiaľ ide o Výsledky projektu, realizované v príslušnom Reportovacom období Partnerom.
- 8.6 Žiadny Partner nesmie požadovať, resp. použiť na realizáciu Projektu akýkoľvek finančný príspevok z prostriedkov štátneho rozpočtu SR alebo z iných verejných zdrojov.

Reporting period by the Partner are concerned.

- 8.6 The Partner is allowed neither to ask for the realization of the respective part of the Project nor to use any financial contribution from other public resources. In case the Partner breaches this duty and such funds for realization of the Project will be provided to him, he is obliged to return the funds provided to him based on this Agreement to the Project Promoter, within the period and the extent determined by the Project Promoter.

## **9 RIGHTS AND OBLIGATIONS OF THE PARTIES IN CONNECTION WITH THE USE OF PROJECT GRANT, IF THE PROJECT GRANT IS PROVIDED TO PARTNER BY REIMBURSEMENT**

- 9.1 The Project Promoter undertakes to transfer to the bank account of the Partner specified in the Article 2 of this Agreement the Project Grant including Co-financing of the Project in the amount of Eligible Expenditures, which were incurred by the Partner in the calendar month/Reporting Period within fifteen (15) working days from the delivery of the filled in List of Accounting Documents, which shall include incurred Eligible Expenditures for the period in question.
- 9.2 The Partner undertakes to include into the List of Accounting Documents only those Eligible Expenditures, which were incurred for the purposes of reaching the goal, Project Output and Project Indicators in accordance with the principles of economy, efficiency and effectiveness and shall ensure that Eligible Expenditures realized from Project Grant were reasonable and necessary for the implementation of the Project, are identifiable and verifiable, as well as realized and recognized in accordance with the requirements of applicable legislation on public procurement and legislation of the country of the Partner's residence.
- 9.3 The Partner undertakes to submit a List of Accounting Documents to the Project Promoter duly and on time, in order to

V prípade, ak Partner poruší túto povinnosť a budú mu poskytnuté takéto prostriedky na realizáciu Projektu, je povinný prostriedky poskytnuté mu na základe tejto Zmluvy vrátiť Prijímateľovi, a to v lehote a v rozsahu určenom Prijímateľom.

## **9 PRÁVA A POVINNOSTI ZMLUVNÝCH STRÁN V SÚVISLOSTI S POUŽITÍM PROJEKTOVÉHO GRANTU (AK JE PROJEKTOVÝ GRANT PARTNEROVI POSKYTNUTÝ SYSTÉMOM REFUNDÁCIE)**

- 9.1 Prijímateľ sa zaväzuje previesť na bankový účet Partnera, špecifikovaný v čl. 2 tejto Zmluvy Projektový grant vrátane Spolufinancovania projektu, vo výške zrealizovaných Oprávnených výdavkov, ktoré Partner zrealizoval v kalendárnom mesiaci/Reportovacím období, a to do pätnástich (15) pracovných dní od doručenia vyplneného Zoznamu účtovných dokladov, do ktorého zahrnie zrealizované Oprávnené výdavky za predmetné obdobie.
- 9.2 Partner sa zaväzuje, že do Zoznamu účtovných dokladov zahrnie len Oprávnené výdavky, ktoré zrealizoval za účelom dosiahnutia Cieľa projektu, Výsledkov projektu a indikátorov Projektu v súlade s princípmi hospodárnosti, efektívnosti a účinnosti a zabezpečí, aby Oprávnené výdavky realizované z Projektového grantu boli primerané a nevyhnutné pre implementáciu Projektu, aby boli overiteľné a identifikovateľné, aby boli zrealizované a zaúčtované v súlade s požiadavkami legislatívy SR a EÚ.
- 9.3 Partner sa zaväzuje predložiť Zoznam účtovných dokladov Prijímateľovi riadne a včas tak, aby bol Prijímateľ schopný deklarovať všetky výdavky vynaložené na realizáciu Projektu v príslušnom, resp. v niektorom z nasledujúcich Reportovacích období v Priebežnej správe o projekte, resp.

enable the Project Promoter to declare all expenditures for the realization of the Project, in the present or the next Reporting Period in Project Interim Report, or Final Project Report and submit it to the Programme Operator in line with the Project Contract, in the same way, including the submission of all relevant documents, as the Project Promoter is obliged to report it to the Programme Operator according to the Project Contract, except for filling in the Project Interim Report, or Final Project Report. Partner is responsible to the Project Promoter for usage of the Project Grant in compliance with this Agreement, the Project Contract, EEA FM Legal Framework, and Implementation Rules.

- 9.4 The Partner is obliged to provide to the Project Promoter as well as to the Programme Operator, if required, all information and necessary cooperation during verification of the Project Interim Report, or Final Project Report, as far as the Project parts realized in the respective Reporting period by the Partner are concerned.
- 9.5 The Partner is allowed neither to ask for the realization of the respective part of the Project nor to use any financial contribution from other public resources. In case the Partner breaches this duty and such funds for realization of the Project will be provided to him, he is obliged to return the funds provided to him based on this Agreement to the Project Promoter, within the period and the extent determined by the Project Promoter.

## **10 LIABILITY FOR THE BREACH OF THE AGREEMENT**

- 10.1 The Project Promoter is, according to the Project Contract, liable to the Programme Operator to the full extent for the factual and timely realization of the Project, including those parts of the Project, for the implementation of which according to this Agreement is liable the Partner. Project Promoter is liable to the Programme Operator in full extent also

v Záverečnej správe o projekte a predložiť ju Správcovi programu v súlade s Projektovou zmluvou, a to rovnakým spôsobom, vrátane predloženia príslušných dokumentov, ako je povinný tieto prostriedky zúčtovať Správcovi programu Prijímateľ podľa Projektovej zmluvy, okrem vyplnenia Priebežnej správy o projekte, resp. Záverečnej správy o projekte. Partner zodpovedá Prijímateľovi za použitie Projektového grantu v súlade s touto Zmluvou, Projektovou zmluvou, Právnym rámcom FM EHP a Pravidlami implementácie.

- 9.4 Partner je povinný Prijímateľovi, ako aj Správcovi programu, ak o to požiadajú, poskytnúť všetky informácie a potrebnú súčinnosť pri overovaní Priebežnej správy o projekte, ako aj Záverečnej správy o projekte, pokiaľ ide o časti Projektu, realizované v danom Reportovacím období Partnerom.
- 9.5 Žiadny Partner nesmie požadovať, resp. použiť na realizáciu Projektu akýkoľvek finančný príspevok z prostriedkov štátneho rozpočtu SR alebo z iných verejných zdrojov. V prípade, ak Partner poruší túto povinnosť a budú mu poskytnuté takéto prostriedky na realizáciu Projektu, je povinný prostriedky poskytnuté mu na základe tejto Zmluvy vrátiť Prijímateľovi, a to v lehote a v rozsahu určenom Prijímateľom.

## **10 ZODPOVEDNOSŤ ZA PORUŠENIE ZMLUVY**

- 10.1 Partner vyhlasuje, že berie na vedomie, že Prijímateľ zodpovedá Správcovi programu podľa Projektovej zmluvy v plnom rozsahu za vecnú a časovú realizáciu Projektu, vrátane tých častí Projektu, za realizáciu ktorých podľa tejto Zmluvy zodpovedá Partner. Prijímateľ zodpovedá Správcovi programu v plnom rozsahu aj za porušenie povinností podľa Projektovej zmluvy, aj keď k porušeniu došlo v dôsledku konania

- 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 Partner in contrary to this Agreement or omission to act of the Partner according to this Agreement.
- 10.2 The Partner is in relation to the Project Promoter and towards other Partners fully liable for the realization 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.
- 10.3 The Project Promoter is in relation to the Partner/Partners fully liable for the realization 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 Partner in breach of this Agreement, or omission of act of the 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.
- 10.4 The Parties hereby declare that they are aware that according to the Project Contract the breach of obligations stated in this Agreement by any of the Parties causes the occurrence of Irregularity in the Project.
- 10.5 The 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 EEA FM Legal framework and the Implementation Rules and to provide him with assistance in addressing and communicating to the competent authorities and at the same time to provide him all documents relating to Irregularity or Suspicion of Irregularity.
- Partnera v rozpore s touto Zmluvou alebo opomenutia konania Partnera podľa tejto Zmluvy.
- 10.2 Partner vo vzťahu k Prijímateľovi a voči ostatným Partnerom v plnom rozsahu zodpovedá za realizáciu jemu zverených častí Projektu a nesie voči nim zodpovednosť za porušenie povinností podľa tejto Zmluvy. Týmto ustanovením nie je dotknutá zodpovednosť Prijímateľa voči Správcovi programu za realizáciu Projektu podľa Projektovej zmluvy.
- 10.3 Prijímateľ vo vzťahu k Partnerom v plnom rozsahu zodpovedá za realizáciu jemu zverených častí Projektu podľa tejto Zmluvy a nesie zodpovednosť za porušenie povinností podľa tejto Zmluvy alebo Projektovej zmluvy, ak k porušeniu Projektovej zmluvy nedošlo v dôsledku konania niektorého z Partnerov v rozpore s touto Zmluvou, resp. opomenutia konania niektorého z Partnerov podľa tejto Zmluvy. Týmto ustanovením nie je dotknutá zodpovednosť Prijímateľa voči Správcovi programu za realizáciu Projektu podľa Projektovej zmluvy.
- 10.4 Zmluvné strany vyhlasujú, že sú si vedomé, že podľa Projektovej zmluvy porušenie povinnosti ustanovenej v tejto Zmluve niektorou so zmluvných strán spôsobuje vznik Nezrovnalosti v Projekte.
- 10.5 Prijímateľ je povinný Správcovi programu bezodkladne oznámiť akúkoľvek Nezrovnalosť alebo Podozrenie z Nezrovnalosti spôsobom a v rozsahu podľa Právneho rámca FM EHP a Pravidiel implementácie a poskytnúť mu súčinnosť pri ich riešení a oznamovaní príslušným orgánom a zároveň mu predložiť všetky dokumenty týkajúce sa Nezrovnalosti alebo Podozrenia z nezrovnalosti.
- 10.6 Ak v Projekte vznikne Nezrovnalosť, Partner sa zaväzuje rešpektovať, rozhodnutie Správcu programu, resp. inej Oprávnenej osoby, ktorá sama alebo prostredníctvom Správcu programu podľa Projektovej zmluvy požaduje odstránenie protiprávneho stavu, vrátenie finančných prostriedkov vo výške neoprávnených výdavkov, určenie Finančnej korekcie alebo

- 10.6 In case in the Project occurs Irregularity, the 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, return of funds in the amount of Non-Eligible Expenditures, determination of Financial Correction, or adoption of other measure and to provide to the Project Promoter assistance at solving the Irregularity including the return of the provided Project Grant, in case the Irregularity occurred due to act of the Partner in breach of this Agreement, or omission of act of the Partner according to this Agreement.
- 10.7 The Partner, which will breach the obligation imposed by this Agreement or shall use the Project Grant or its part in contrary with this Agreement, Project contract, EEA FM Legal Framework or Implementation Rules, hereby undertakes, if so determined by the Project Promoter or Programme Operator or other Authorised entity to return the provided Project Grant or its part according to Article 11 of this Agreement and at the same time to reimburse the damage which shall occur to each Partner and Project Promoter with respect to the breach of obligation, mainly sanctions imposed to the Project Promoter by Programme Operator, or other Authorised entity.
- 10.8 In case the Partner shall not return the provided Project Grant or its part in the period stipulated in the request for return, the Project Promoter is entitled to apply against the Partner the contractual penalty in the amount of 0,1% from the respective part of the Project Grant for each started day of the delay

## **11 RETURN OF PROJECT GRANT**

- 11.1 The Partner is obliged to return to the Project Promoter the Project Grant or its

prijatie iného opatrenia a poskytnúť Prijímateľovi súčinnosť pri riešení Nezrovnalosti, vrátane vrátenia poskytnutého Projektového grantu, ak k vzniku Nezrovnalosti došlo v dôsledku konania Partnera v rozpore s touto Zmluvou, resp. opomenutia konania Partnera podľa tejto Zmluvy.

- 10.7 Partner, ktorý poruší povinnosť uloženú touto Zmluvou alebo použije Projektový grant alebo jeho časť v rozpore s touto Zmluvou, Projektovou zmluvou, Právnym rámcom FM EHP alebo Pravidlami implementácie, zaväzuje sa, ak to určí Prijímateľ alebo Správca programu, alebo iná Oprávnená osoba, vrátiť poskytnutý Projektový grant alebo jeho časť v súlade s čl. 11 tejto Zmluvy a zároveň nahradiť všetku škodu, ktorá vznikne Partnerovi a Prijímateľovi v súvislosti s porušením povinnosti, najmä sankcie uložené Prijímateľovi Správcom programu alebo inou Oprávnenou osobou.
- 10.8 V prípade, ak Partner nevráti poskytnutý Projektový grant alebo jeho časť v lehote špecifikovanej v žiadosti o vrátenie, je Prijímateľ oprávnený uplatniť voči Partnerovi zmluvnú pokutu vo výške 0,1% z dĺžnej časti Projektového grantu za každý aj začatý deň omeškania.

## **11 VRÁTENIE PROJEKTOVÉHO GRANTU**

- 11.1 Partner je povinný Prijímateľovi vrátiť Projektový grant alebo jeho časť

part provided according to this Agreement and transfer the profit and Excess profit under the same conditions under which is obliged to return it or transfer it the Project Promoter to Programme Operator according to the Project Contract, EEA FM Legal Framework and Implementation Rules. The Partner is obliged to return to the Project Promoter the Project Grant also if the duty to return is stated in this Agreement, or if determined by the Project Promoter based on this Agreement or by Programme Operator based on the Project Contract due to the fact that the Partner breached duties according to this Agreement caused the occurrence of Irregularity.

- 11.2 The provisions of Project Contract applicable to the procedure for the settlement of financial relations between the Project Promoter and the Programme Operator, in particular return of the provided Project Grant shall be applicable mutatis mutandis to the procedure for the settlement of financial relations between the Project Promoter and the Partner, however all time limits set out for the Project Promoter shall be, for the Partner, reduced by a half. The Partner undertakes to respect these obligations towards the Project Promoter duly and timely.

## **12 CONTRACT TERMINATION**

- 12.1 The Parties agree that the termination of the contractual relationship established by this Agreement occurs by:
- 12.1.1 fulfilment of obligations of the Parties and at the same time the end of the period for which the Agreement was concluded,
  - 12.1.2 mutual consent of the Parties,
  - 12.1.3 termination of the Agreement.
- 12.2 The Project Promoter has a right to propose to the Partner to terminate the Agreement with respect to the Partner, in case:

poskytnutý podľa tejto Zmluvy a odvieť výnos a Nadmerný zisk za rovnakých podmienok za akých je povinný ho vrátiť, resp. odvieť Prijímateľ Správcom programu podľa Projektovej zmluvy, Právneho rámca FM EHP a Pravidiel implementácie. Partner je povinný Prijímateľovi vrátiť Projektový grant aj, ak je povinnosť vrátenia stanovená v tejto Zmluve alebo to určí Prijímateľ na základe tejto Zmluvy, alebo Správca programu na základe Projektovej zmluvy z dôvodu, že Partner porušil povinnosti podľa tejto Zmluvy a spôsobil vznik Nezrovnalosti.

- 11.2 Ustanovenia Projektovej zmluvy upravujúce postup pri vysporiadaní finančných vzťahov medzi Prijímateľom a Správcom programu, najmä vrátenie finančných prostriedkov, sa primerane použijú na vysporiadanie finančných vzťahov medzi Prijímateľom a Partnerom, avšak všetky lehoty stanovené pre Prijímateľa sa pre Partnera skracujú na polovicu. Partner sa zaväzuje tieto povinnosti voči Prijímateľovi riadne a včas dodržiavať.

## **12 UKONČENIE ZMLUVNÉHO VZŤAHU**

- 12.1 Zmluvné strany sa dohodli, že ukončenie zmluvného vzťahu z tejto Zmluvy nastane:
- 12.1.1 splnením záväzkov Zmluvných strán a súčasne uplynutím doby, na ktorú bola táto Zmluva uzatvorená,
  - 12.1.2 dohodou Zmluvných strán,
  - 12.1.3 odstúpením od tejto Zmluvy.
- 12.2 Prijímateľ má právo odstúpiť od tejto Zmluvy vo vzťahu k Partnerovi, a to v prípade:
- 12.2.1 ak to považuje za potrebné vzhľadom na okolnosti a závažnosť porušenia zmluvnej povinnosti Partnerom podľa



- 12.2.1 if he considers it necessary in the circumstances and seriousness of the breach of the Agreement by the Partner and this process is from the Project Promoter's point of view effective,
- 12.2.2 if the Partner breached its contractual obligations in a way that does not allow the substantive and temporal realization of the Project,
- 12.2.3 if the Partner has repeatedly failed to fulfil contractual obligations, or if breached his contractual obligation to intentionally and the Partner has been announced this in writing.
- 12.3 The Project Promoter propose to the other Partners to terminate the Agreement with respect to the Partner:
  - 12.3.1 in case of stopping the implementation of the Project due to reasons on the side of the Partner,
  - 12.3.2 in case the Partner does not start to implement the Project pursuant to the Agreement,
  - 12.3.3 in case of impossibility of performance of the Agreement due to objective reasons, which occurred on the side of the Partner.
- 12.4 The Partner undertake to accept the decision of the Project Promoter to terminate the Agreement towards the respective Partner or terminate the Agreement by consent in case stated in Section 12.2 and 12.3 of the Article 12 of the Agreement. In case of need the Partner undertake to conclude the amendment to the Agreement, by which they shall stipulate their mutual rights and obligations connected with the termination of the Agreement towards the respective Partner and/or related to the Access of a new Partner to the Agreement, instead of the former terminating Partner.
- 12.5 Termination of the Agreement is effective from the day of the Notice of Termination from the Agreement delivery to the Partner. Partner towards whom the Agreement was terminated is

- tejto Zmluvy a tento postup je z pohľadu Prijímateľa účelný,
- 12.2.2 ak Partner porušil svoje zmluvné záväzky takým spôsobom, ktorý neumožňuje vecnú a časovú realizáciu Projektu,
- 12.2.3 ak Partner svoje zmluvné záväzky podľa tejto Zmluvy opakovane neplní ani po písomnom upozornení Prijímateľom, alebo ak porušil svoj zmluvný záväzok úmyselne.
- 12.3 Prijímateľ navrhne Partnerom odstúpiť od tejto Zmluvy vo vzťahu k Partnerovi:
  - 12.3.1 v prípade zastavenia realizácie Projektu z dôvodov na strane Partnera,
  - 12.3.2 v prípade, že Partner nezačne realizovať Projekt v súlade s touto Zmluvou,
  - 12.3.3 v prípade objektívneho dôvodu nemožnosti plnenia tejto Zmluvy, ktorý nastal na strane Partnera.
- 12.4 Partneri sa zaväzujú akceptovať rozhodnutie Prijímateľa a odstúpiť od tejto Zmluvy voči príslušnému Partnerovi alebo ukončiť túto Zmluvu dohodou v prípade uvedenom v bodoch 11.2 alebo 11.3 tohto článku. V prípade potreby sa Partneri zaväzujú uzavrieť dodatok k tejto Zmluve, ktorým sa upraví ich vzájomné práva a povinnosti súvisiace s odstúpením od tejto Zmluvy voči Partnerovi a/alebo súvisiace s pristúpením nového Partnera k tejto Zmluve, namiesto pôvodného odstupujúceho Partnera.
- 12.5 Odstúpenie od tejto Zmluvy je účinné dňom doručenia oznámenia o odstúpení od tejto Zmluvy Partnerovi. Partner, voči ktorému sa odstúpilo od tejto Zmluvy je povinný vrátiť Prijímateľovi poskytnutý Projektový grant.

obliged to return to the Project Promoter the Project Grant.

### **13 REPRESENTATIONS OF THE PARTIES**

- 13.1 The Parties by signing this Agreement declare that they are aware that:
- 13.1.1 for the compliance of the implementation of the Project with Project Contract and this Agreement towards the Programme Operator is responsible the Project Promoter,
- 13.1.2 the Programme Operator does not have any liability for the claims of the Partner towards the Project Promoter, or the claims of the Project Promoter towards the Partner arisen according to this Agreement or based on the realization of the Project,
- 13.1.3 the Programme Operator applies all claims from the Project Contract at the Project Promoter, regardless of whether such claims arise by reason of the act or omission of the Project Promoter or Partner at realization of the Project. For solutions to the status, including any obligation to repay the funds thus bears, in relation to the state budget of the Slovak Republic, the responsibility the Project Promoter,
- 13.1.4 the Programme Operator is not a member of the partnership and according to the Project Contract represents the financial interests of the Slovak Republic and is responsible for the preparation and implementation of the Program under which the Project is implemented,
- 13.1.5 the Project Grant, including its any part, is paid from the funds FM EEA and the state budget of the Slovak Republic as obligatory co-financing of the Program; to the use of these funds, monitoring the use of these funds and the recovery of unauthorized use or detention, imposition and enforcement of penalties for violations of financial discipline applies procedure under the specific rules in particular, but not exclusively Act No. 523/2004 Coll. on

### **13 VYHLÁSENIA ZMLUVNÝCH STRÁN**

- 13.1 Zmluvné strany podpisom tejto Zmluvy vyhlasujú, že sú si vedomé, že:
- 13.1.1 za súlad realizácie Projektu s Projektovou zmluvou a touto Zmluvou je voči Správcovi programu zodpovedný Prijímateľ,
- 13.1.2 správca programu nenesie žiadnu zodpovednosť za nároky Partnera voči Prijímateľovi, ani Prijímateľa voči Partnerovi, vzniknuté na základe tejto Zmluvy alebo na základe realizácie Projektu,
- 13.1.3 správca programu si všetky nároky vzniknuté z Projektovej zmluvy uplatňuje u Prijímateľa, bez ohľadu na to, či tieto nároky vznikli z dôvodu konania, resp. opomenutia konania Prijímateľa alebo Partnera pri realizácii Projektu. Za riešenie vzniknutého stavu, vrátane prípadnej povinnosti vrátenia finančných prostriedkov, nesie vo vzťahu k štátnemu rozpočtu SR zodpovednosť Prijímateľ,
- 13.1.4 správca programu nie je členom partnerstva a podľa Projektovej zmluvy reprezentuje a zastupuje finančné záujmy SR a zodpovedá za prípravu a realizáciu Programu, v rámci ktorého sa Projekt realizuje,
- 13.1.5 projektový grant, a to aj každá jeho časť, predstavuje finančné prostriedky vyplatené z FM EHP a zo štátneho rozpočtu SR ako povinným spolufinancovaním Programu; na použitie týchto prostriedkov, kontrolu použitia týchto prostriedkov a vymáhanie ich neoprávneného použitia alebo zadržania, na ukládanie a vymáhanie sankcií za porušenie finančnej disciplíny, sa vzťahuje režim upravený v osobitných predpisoch, najmä, nie však výlučne zákon č. 523/2004 Z. z. o rozpočtových pravidlách verejnej správy v znení neskorších predpisov, zákon

Budgetary Rules of Public Administration, as amended, Act No. 357/2015 Coll. on Financial Control and Internal Audit, as amended,

- 13.1.6 accept the Project Promoter as the coordinator of the Project who in compliance with the approved Project manages and organizes the implementation of Project in compliance with this Agreement, Project Contract, Legal Framework FM EEA and Implementation Rules and undertake to accept and carry out his instructions in relation to the implementation of the Project.
- 13.1.7 agree that the Project Promoter shall represent them in connection with the implementation of the Project in front of the Programme Operator, mainly at discussions with Programme Operator on the conditions of the implementation of the Project. The right of the Programme Operator to directly contact each Partner is not affected. This provision does not apply to the meetings of the Partner with suppliers of goods, services and works or conclusion of contracts of individual Partners with suppliers for the purposes of implementation of the Project, in line with the approved budget of the Project and respective legislation stipulating the public procurement.

#### **14 DISPUTE RESOLUTION**

- 14.1 In case of a dispute between the Project Promoter and the Partner, or among Partners, they undertake to solve it primarily by mutual agreement or settlement.
- 14.2 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 the Programme Operator and the litigants or the Programme Operator and all parties to this Agreement, in order to resolve a dispute and reach an agreement out of court settlement. If the

č. 357/2015 Z. z. o finančnej kontrole a audite a o zmene a doplnení niektorých zákonov v znení neskorších predpisov,

- 13.1.6 akceptuje Prijímateľa ako koordinátora Projektu, ktorý v súlade so schváleným Projektom riadi a organizuje realizáciu Projektu v súlade s touto Zmluvou, Projektovou zmluvou, Právnym rámcom FM EHP a Pravidlami implementácie a zaväzujú sa akceptovať a realizovať jeho pokyny vo vzťahu k realizácii Projektu,
- 13.1.7 súhlasí s tým, aby ich Prijímateľ zastupoval v súvislosti s realizovaním Projektu pred Správcom programu, najmä pri rokovaní so Správcom programu o podmienkach realizácie Projektu. Týmto nie je dotknuté právo Správcu programu priamo kontaktovať každého Partnera. Toto ustanovenie sa nevzťahuje na rokovania Partnera s dodávateľmi tovarov, služieb a prác ani na samotné uzatváranie zmlúv jednotlivými Partnermi s dodávateľmi, za účelom realizácie Projektu, v súlade so schváleným rozpočtom Projektu a príslušnou legislatívou upravujúcou verejné obstarávanie.

#### **14 RIEŠENIE SPOROV**

- 14.1 V prípade sporu medzi Prijímateľom a Partnerom, resp. Partnermi navzájom, sa títo zaväzujú ho riešiť predovšetkým vzájomnou dohodou alebo zmluvou.
- 14.2 V prípade, že sporové strany nedosiahnu vyriešenie sporu vzájomnou dohodou alebo zmluvou, riešenie sporu bezodkladne predložia Správcovi programu, ktorý podľa vlastnej úvahy môže zvolať spoločné rokovanie Správcu programu a sporových strán alebo Správcu programu a všetky zmluvné strany tejto Zmluvy, a to za účelom vyriešenia sporu a dosiahnutia dohody a mimosúdneho zmluvy. V prípade, ak Správca programu

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.

## **15 TRANSFER OF RIGHTS AND DUTIES**

- 15.1 The Partner is entitled to transfer rights and obligations under this Agreement to another entity only after a prior written consent of the Project Promoter and the Programme Operator.
- 15.2 The Partner is obliged to inform in writing the Project Promoter on the fact that there is a possibility to transfer the rights and obligations of the Agreement immediately after he becomes aware of the possibility of such occurrence or of the occurrence.
- 15.3 The transfer of receivable of the Partner for payment of the part of the Project Grant to a third party is not possible based on the consent of the contractual parties.

## **16 FINAL PROVISIONS**

- 16.1 This Agreement is governed and is concluded under the laws of the Slovak Republic. The Parties agree that their relations are governed by the laws of the Slovak Republic and the Agreement must be interpreted also in the light and with respect to the Project Contract, Legal Framework FM EEA, and Implementation Rules.
- 16.2 The Agreement becomes valid on the date of its signature of all parties thereto and effectiveness after the Project Contract becomes valid and effective but not earlier than publication by the Project Promoter under the specific rules Act No. 211/2000 Coll. on Free Access to Information as amended. In case the Agreement does not become effective within one year from signing the

nezvolá spoločné rokovanie alebo sa sporové strany nedohodnú ani na spoločnom rokovaní zvolanom Správcom programu podľa predchádzajúcej vety, sporové strany budú riešiť spor pred vecne a miestne príslušným všeobecným súdom SR.

## **15 PREVOD A PRECHOD PRÁV A POVINNOSTÍ**

- 15.1 Partner je oprávnený previesť práva a povinnosti z tejto Zmluvy na iný subjekt len s predchádzajúcim písomným súhlasom Prijímateľa a Správcu programu.
- 15.2 Partner je povinný písomne informovať Prijímateľa o skutočnosti, že dôjde k prevodu a prechodu práv a povinností z tejto Zmluvy, a to bezodkladne ako sa dozvie o možnosti vzniku tejto skutočnosti alebo o vzniku tejto skutočnosti.
- 15.3 Postúpenie pohľadávky Partnera na vyplatenie časti Projektového grantu na tretiu osobu nie je na základe dohody zmluvných strán možné.

## **16 ZÁVEREČNÉ USTANOVENIA**

- 16.1 Táto Zmluva sa riadi a je uzatvorená podľa práva SR. Zmluvné strany sa dohodli, že ich vzájomné vzťahy sa riadia právom SR a túto Zmluvu je potrebné vykladať tiež so zreteľom a v nadväznosti na Projektovú zmluvu, Právny rámec FM EHP a Pravidlá implementácie.
- 16.2 Táto Zmluva nadobúda platnosť dňom podpisu všetkými jej zmluvnými stranami a účinnosť po nadobudnutí platnosti a účinnosti Projektovej zmluvy, no nie skôr ako zverejnením zo strany zmluvných strán podľa zákona č. 211/2000 Z. z. o slobode informácií v znení neskorších predpisov. Ak táto Zmluva nenadobudne účinnosť do jedného roka od jej podpisu platí, že k uzavretiu Zmluvy nedošlo účastníci od tejto Zmluvy odstúpili.

- Agreement it shall apply that the parties have terminated the Agreement.
- 16.3 The Agreement is concluded for a definite period and its validity and effectiveness shall expire on the date of termination of validity and effectiveness of the Project Contract.
- 16.4 The Parties have agreed that in case this Agreement does not explicitly stipulate otherwise, the relationships which are not explicitly stipulated by this Agreement shall be respectively governed by the provisions of the Project Contract. In case a certain provision of the Agreement become invalid or ineffective or is not enforceable by the court decision or the decision of other respective authority, this invalidity, ineffectiveness or unenforceability shall not affect the validity, effectiveness or enforceability of other provisions of the Agreement. The Parties undertake to replace the invalid or ineffective or unenforceable provision of the Agreement with a new provision that is by its purpose and economic importance closest to that provision which is to be replaced.
- 16.5 Unless the context requires a different purpose, any reference in the Agreement to any document means the document as amended or changed and any reference to any legislation means relevant legislation as amended (including re-enacted).
- 16.6 For the avoidance of any doubt, the Parties agree and acknowledge that a breach of the provisions of the Agreement by any of the Parties shall be considered according to provisions of the Project Contract as the breach of the Project Contract and Irregularity.
- 16.7 The Parties agree that the contractual relationship established by the Agreement will follow throughout the duration of the obligations arising there from, the relevant provisions of the Act No. 60/1964 Coll. Civil Code as amended and relevant legislation of the SR.
- 16.3 Táto Zmluva sa uzatvára na dobu určitú a jej platnosť a účinnosť končí v deň ukončenia platnosti a účinnosti Projektovej zmluvy.
- 16.4 Ak táto Zmluva neustanovuje výslovne inak, vzťahy, ktoré nie sú upravené touto Zmluvou sa spravujú primerane ustanoveniami Projektovej zmluvy. V prípade, že sa niektoré ustanovenie tejto Zmluvy stane neplatným alebo neúčinným alebo je nevyžiteľné na základe rozhodnutia súdu či iného príslušného orgánu, nebude mať táto neplatnosť alebo neúčinnosť alebo nevyžiteľnosť vplyv na platnosť, účinnosť či vynútiteľnosť ostatných ustanovení tejto Zmluvy. Zmluvné strany sa zaväzujú neplatné alebo neúčinné alebo nevyžiteľné ustanovenie tejto Zmluvy nahradiť novým ustanovením, ktoré je svojím účelom a hospodárskym významom najbližšie k tomu ustanoveniu, ktoré má byť takto nahradené.
- 16.5 Ak z kontextu nevyplýva iný zámer, každý odkaz v tejto Zmluve na akýkoľvek dokument znamená odkaz na príslušný dokument v znení jeho dodatkov a iných zmien a každý odkaz na ktorýkoľvek právny predpis znamená odkaz na príslušný právny predpis v platnom znení (vrátane rekonštrukcií).
- 16.6 Pre prípad odstránenia akýchkoľvek pochybností sa zmluvné strany dohodli a berú na vedomie, že porušenie ustanovení tejto Zmluvy ktoroukoľvek z jej zmluvných strán sa považuje podľa ustanovení Projektovej zmluvy za porušenie Projektovej zmluvy a za Nezrovnalosť.
- 16.7 Zmluvné strany sa dohodli, že zmluvný vzťah založený touto Zmluvou sa bude riadiť počas celej doby trvania záväzkov z nej vyplývajúcich príslušnými ustanoveniami Občianskeho zákonníka.
- 16.8 Túto Zmluvu je možné meniť alebo dopĺňať len na základe vzájomnej dohody zmluvných strán, pričom akékoľvek zmeny a doplnky musia byť vykonané vo forme písomného dodatku k tejto Zmluve, ak nie je v tejto Zmluve uvedené inak.

- 16.8 Agreement may be amended only by mutual agreement of the parties, and any amendments must be made in the form of a written amendment to the Agreement, unless otherwise specified in the Agreement.
- 16.9 In the event that during the validity of the Agreement the legislation, including for the purposes of this Agreement applicable document issued by the competent authorities of the Slovak Republic or the Financial Mechanism Office, shall change, the Parties undertake after the date of the entry into force and effect to follow applicable law, or other applicable document if it does not contradict with the existing legislation. If due to a change in the law will either Party deem appropriate to modify the Agreement by an amendment, the Parties undertake to conclude an amendment to the Agreement to the extent consistent with applicable law, or other applicable documents. Any amendment to the Agreement must be approved by the Programme Operator in writing in advance.
- 16.10 The Parties shall provide to each other the data required for the Project implementation and shall secure such information against misuse and shall use them only in accordance with the provisions of the Agreement and to achieve its purpose.
- 16.11 The Parties are obliged to inform in writing each other on any changes of data contained in this Agreement and changes of the statutory bodies or persons entitled to act on behalf of the Parties. The Project Promoter shall notify these changes to the Programme Operator.
- 16.12 The Parties shall deliver any document to the address specified in Article 2 of this Agreement.
- 16.13 The Agreement is executed in 6 counterparts, 2 counterparts for each of the Parties and 2 counterparts are provided to the Programme Operator for
- 16.9 V prípade, že počas platnosti tejto Zmluvy dôjde k zmene právnych predpisov, resp. iného, pre účely tejto Zmluvy rozhodného dokumentu vydaného príslušnými orgánmi SR alebo Úradom pre finančný mechanizmus, zmluvné strany sa zaväzujú odo dňa nadobudnutia ich platnosti a účinnosti postupovať podľa zmeneného platného právneho predpisu, resp. iného zmeneného rozhodného dokumentu, pokiaľ to nebude odporovať platným právnym predpisom. V prípade, že pri zmene právnych predpisov bude ktorákoľvek zo zmluvných strán považovať za účelné upraviť túto Zmluvu dodatkom, zaväzujú sa zmluvné strany uzatvoriť dodatok k Zmluve v rozsahu zosúladenia so zmenenými platnými právnymi predpismi, resp. iným zmeneným rozhodným dokumentom. Akýkoľvek dodatok k Zmluve musí byť vopred písomne schválený Správcom programu.
- 16.10 Zmluvné strany si navzájom poskytnú osobné údaje, nevyhnutné na realizáciu Projektu, zabezpečia tieto informácie pred zneužitím a použijú ich len v súlade s ustanoveniami tejto Zmluvy a s cieľom dosiahnuť jej účel.
- 16.11 Akékoľvek zmeny údajov uvedených v Zmluve a zmeny štatutárnych orgánov alebo osôb oprávnených konať za zmluvné strany, sú si zmluvné strany povinné písomne si navzájom oznamovať. Prijímateľ tieto zmeny oznámi Správcom programu.
- 16.12 Akékoľvek písomnosti si zmluvné strany doručujú na adresu sídla uvedenú v čl. 2 tejto Zmluvy.
- 16.13 Zmluva je vyhotovená v 6 rovnopisoch, po 2 pre každú zo zmluvných strán a 2 rovnopisy sú poskytnuté Správcom programu pre účely uzavretia Projektovej zmluvy, ktorá na túto Zmluvu odkazuje.
- 16.14 Prílohy tvoria neoddeliteľnú súčasť tejto Zmluvy. V prípade sporu medzi zmluvnými stranami sa bude postupovať podľa rovnopisu tejto Zmluvy, resp. jej dodatkov, uložených u Správcu programu.
- 16.15 Všetky dokumenty, predkladané zmluvnými stranami Správcom programu, musia byť podpísané ich štatutárnym

the purposes of conclusion of the Project Contract, which refers to this Agreement.

- 16.14 The Annexes form an inseparable part of this Agreement. In the event of a dispute between the Parties the counterpart of the Agreement or its amendments archived at the Programme Operator will be followed.
- 16.15 All documents which are submitted by the Parties to the Programme Operator must be signed by its statutory body or another empowered person.
- 16.16 The Parties hereby declare that they have duly and carefully read this Agreement, understood its content and its legal effects, their intention expressed in this Agreement is free they conclude the Agreement neither in distress nor under notably inconvenient conditions, their contractual autonomy is not limited, contractual acts are sufficiently clear, precise and understandable, the signatories are duly authorised to sign this Agreement and as a sign of their consent they have signed the Agreement.

**Annexes:**

1. Grant Offer Letter
2. Project Application – version No. 3
3. Project Contract – draft
4. General Conditions of the Project Contract

**Partner 4/Partner 4:**

Place/Miesto: Bergen

Date/Dátum: 15.04.2021

Magnar Sekse, v.r.

.....  
Agency for Water and Sewerage Works,  
City of Bergen  
represented by  
Magnar Sekse, Director

orgánom, alebo inou splnomocnenou osobou.

- 16.16 Zmluvné strany vyhlasujú, že si túto Zmluvu riadne a dôsledne prečítali, jej obsahu a právnym účinkom z nej vyplývajúcich porozumeli, ich vôľa vyjadrená v tejto Zmluve je slobodná a vážna, Zmluvu neuzatvárajú v tiesni, za nápadne nevýhodných podmienok a ich zmluvná voľnosť nie je inak obmedzená, ich zmluvné prejavy sú dostatočne jasné, určité a zrozumiteľné, podpisujúce osoby sú oprávnené k podpisu tejto Zmluvy a na znak súhlasu ju podpísali.

**Prílohy:**

1. Ponuka na poskytnutie grantu
2. Projektová žiadosť – verzia č. 3
3. Projektová zmluva – návrh
4. Všeobecné zmluvné podmienky

**Project Promoter/Prijímatel':**

Place/Miesto: Bratislava

Date/Dátum: 27.05.2021

Ing. arch. Matúš Vallo, v.r.

.....  
The Capital City of the Slovak republic Bratislava  
represented by  
Ing. arch. Matúš Vallo, Mayor

**Annex No. 1 to the Partnership Agreement**

**GRANT OFFER LETTER**

**1 IDENTIFICATION DATA:**

**1.1 Applicant:**

1.1.1 **Full legal name of the Applicant:** Bratislava the Capital of the Slovak Republic  
(Hlavné mesto Slovenskej republiky Bratislava)

1.1.2 **Registered address:** Primaciálne námestie 429/1  
81499 Bratislava

**1.2 Contact person:**

1.2.1 **Name and surname:** Viera Sláviková

1.2.2 **Contact person e-mail:** [viera.slavikova@bratislava.sk](mailto:viera.slavikova@bratislava.sk)

**1.3 Project identification:**

1.3.1 **Project title:** Climate resilient Bratislava – Pilot projects aimed  
at decarbonisation, energy efficient buildings and sustainable  
rainwater management in urban areas

1.3.2 **Project code:** ACC01P03

1.3.3 **Programme title:** Climate Change Mitigation and Adaptation

1.3.4 **Project approval issued on:** 6<sup>th</sup> November 2020

1.3.5 **Project implementation  
start date:** 27<sup>th</sup> February 2021

1.3.6 **Planned project completion  
date:** 36 months from the Project implementation start date

1.3.7 **Programme outcome:** Increased climate change resilience and  
responsiveness within targeted areas

1.3.8 **Programme output:** Action plans for mitigation and adaptation  
implemented by local authorities in urban areas

1.3.9 **Component/measure:** n/a



### Annex No. 1 to the Partnership Agreement

#### 1.4 Partners Basic Data

Point	Full legal name of the partner	Organisation ID (IČO) or equivalent	Partnership Statement signed on	Annex No., signed on
1.4.1	The Metropolitan Institute of Bratislava (hereinafter referred to as "Partner1")	52324940	will be added	n/a
1.4.2	Comenius University in Bratislava (hereinafter referred to as "Partner2")	397865	will be added	n/a
1.4.3	City of Reykjavik (hereinafter referred to as "Partner3")	530269-7609	will be added	n/a
1.4.4	Agency for Water and Sewerage Works, City of Bergen (hereinafter referred to as "Partner4")	964338531	will be added	n/a

#### 1.5 Documents

1.5.1 This **Grant Offer Letter** is prepared in accordance with the data provided by the **Applicant** in version No. 3 of the **Project application** kept under the file registration No. 6416/2020-7.7 et seq., as well as on the basis of all information additionally provided by the Applicant.

## 2 PROJECT FINANCING

### 2.1 Summary data

2.1.1 The total eligible expenditure of the Project will not exceed 1 449 659 EUR and is formed by the sum of:

- a) **Direct expenditure** per point 2.6 of this article,
- b) **In-kind contributions** per par. 2.1.5 of this point, if relevant,
- c) **Indirect costs** per par. 2.1.6 of this point, if relevant,
- d) **Contingency allowance** per par. 2.1.7 of this point, if relevant.

2.1.2 The total requested **project grant** shall not exceed 1 377 176 EUR.

2.1.3 **The Project grant Rate** shall not exceed 95 %.

2.1.4 **Project Co-financing** from own resources in cash shall not exceed 72 483 EUR.

2.1.5 **Project Co-financing** own resources **in form of in-kind contributions** does not apply.

2.1.6 **Indirect costs of the Project** do not apply.

2.1.7 **Contingency allowance** created within the framework of the **Project** does not apply.

2.1.8 **The Project grant** and each of its parts is composed of the contribution of the relevant financial mechanism and the state contribution of the Slovak Republic in the ratio of 85 %/15 %.

### 2.2 Expenditure eligibility

2.2.1 Budget expenditure may not be incurred prior to the date referred to in par. 1.3.5. of this **Grant Offer Letter**.

2.2.2 Unless the **Regulation** states otherwise, expenditure must be incurred within one year of the date referred to in par. 1.3.6 of this **Grant Offer Letter** or until 30.4. 2024, whichever occurs first. This date also represents the final date of expenditure eligibility.

### 2.3 Total eligible expenditure allocation

2.3.1 **The total eligible expenditure of the Applicant** shall not exceed 1 347 158 EUR.

2.3.2 **The total eligible expenditure of Partner1** shall not exceed 30 000 EUR.

2.3.3 **The total eligible expenditure of Partner2** shall not exceed 22 500 EUR.

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2.3.4 **The total eligible expenditure of Partner3** shall not exceed 25 000 EUR.

2.3.5 **The total eligible expenditure of Partner4** shall not exceed 25 000 EUR.

**2.4 Project grant allocation**

2.4.1 **The project grant of the Applicant** shall not exceed 1 279 801 EUR.

2.4.2 **The project grant of Partner1** shall not exceed 28 500 EUR.

2.4.3 **The project grant of Partner2** shall not exceed 21 375 EUR.

2.4.4 **The project grant of Partner3** shall not exceed 23 750 EUR.

2.4.5 **The project grant of Partner4** shall not exceed 23 750 EUR.

**2.5 Co-financing allocation**

2.5.1 **The Applicant** is obliged to co-finance the **Project** in cash in the total amount of 67 358 EUR.

2.5.2 **Partner1** is obliged to co-finance the **Project** in cash in the total amount of 1 500 EUR.

2.5.3 **Partner2** is obliged to co-finance the **Project** in cash in the total amount of 1 125 EUR.

2.5.4 **Partner3** is obliged to co-finance the **Project** in cash in the total amount of 1 250 EUR.

2.5.5 **Partner4** is obliged to co-finance the **Project** in cash in the total amount of 1 250 EUR.

2.5.6 Changes in the allocation of **Co-financing** are eligible provided that a mutual agreement is reached between the **Applicant** and the **Partners** (hereinafter referred to as "**Subjects**") and that par. 2.1.4 and 2.1.5 of this article are complied with.

**2.6 Direct expenditure allocation**

2.6.1 **Direct expenditure** represents all eligible project expenditures that are can be directly assigned to a specific **Activity**.

2.6.2 The indicative allocation of **Direct expenditure** by **Activities** and **Subjects** is listed in EUR in Table No. 1.

2.6.3 **Subjects** are eligible to exceed the limits of **Activities** by transferring funds from other Activities. However, this transfer may not cause a change the limits of **Activities** by more than 15 % of the **Total eligible direct expenditure of the Project**.

2.6.4 By way of derogation from par. 2.6.3, the expenditure for the **Project management** activity may not exceed the total sum listed in Table No. 1 for this activity.

2.6.5 **Direct expenditure** transfers between individual **Subjects** are eligible provided that a mutual agreement between these **Subjects** has been made and that provisions of points 2.3 and 2.4 of this article are complied with.

**Table No. 1**

<b>Activity/Subject</b>	<b>Applicant (EUR)</b>	<b>Partner1 (EUR)</b>	<b>Partner2 (EUR)</b>	<b>Partner3 (EUR)</b>	<b>Partner4 (EUR)</b>	<b>Total (EUR)</b>
<b>Project management</b>	15 000	5 000	2 500	5 000	5 000	32 500
Development of action plan	64 509	10 000	15 000	20 000	20 000	129 509
Complex renovation of buildings and public space – Energy efficiency measures	773 000	0	0	0	0	773 000
Complex renovation of buildings and public space – Green and blue measures	265 000	5 000	0	0	0	270 000
Measures to increase the city's infiltration capacity	200 000	5 000	0	0	0	205 000

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Publicity and communication activities	29 650	5 000	5 000	0	0	39 650
<b>Total</b>	<b>1 347 159</b>	<b>30 000</b>	<b>22 500</b>	<b>25 000</b>	<b>25 000</b>	<b>1 449 659</b>

**2.7 Indirect costs allocation and calculation method**

n/a

**2.8 Contingency allowance**

n/a

**3 PROJECT INDICATORS**

**3.1 Standard project indicators**

3.1.1 The **Applicant** is obliged to ensure that target values of standard **Project** indicators listed in Table No. 2 as mandatory indicators will be achieved until the approval of the **Final project report**.

3.1.2 The **Applicant** is obliged to ensure that current values of standard **Project** indicators listed in Table No. 2 as reported indicators will be reported to the **Programme operator** within **Interim project reports**.

**Table No. 2**

Point	Indicator title	Indicator type	Target value
a)	Estimated annual CO2 emissions reductions of supported entities (in tonnes)	Binding	1 785
b)	Share of Slovak population benefiting from living in more climate resilient and responsive urban areas (in percent)	Reported	7,98
c)	Number of action plans completed	Binding	1
d)	Number of climate change mitigation and adaptation measures implemented	binding	25

**3.2 Bilateral project indicators**

3.2.1 The **Applicant** is obliged to ensure that target values of bilateral **Project** indicators listed in Table No. 3 as mandatory indicators will be achieved until the approval of the **Final project report**.

3.2.2 The **Applicant** is obliged to ensure that current values of bilateral **Project** indicators listed in Table No. 3 as reported indicators will be reported to the **Programme operator** within **Interim project reports**.

**Table No. 3**

Point	Indicator title	Indicator type	Target value
a)	Number of projects involving cooperation with a Donor project partner (disaggregated by Donor State)	Binding	2
b)	Number of training courses co-organised by donor state and beneficiary state entities	Binding	4

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#### 3.3 Publicity indicators

- 3.3.1 The **Applicant** is obliged to monitor publicity indicators listed in Table No. 4.
- 3.3.2 The **Programme operator** is entitled to request that the **Applicant** undertakes maximum effort to achieve target values listed in Table No. 4.
- 3.3.3 The **Programme operator** is entitled to condition the payment of the next advance payment or the final payment by fulfilment of the condition specified in par. 3.3.2 of this article by the **Applicant**.
- 3.3.4 The **Applicant** is obliged to publish information on the departments responsible for the implementation of publicity and information measures, including the contact person.

Table No. 4

Point	Indicator title	Target value
a)	Number of information events	5
b)	Number of participants at information events	1 800
c)	Number of website visits	50 000
d)	Number of presentations of the project on other events, publications about the project	15
e)	Number of promotional materials produced within the project	2 500
f)	Number of media outputs	35

#### 3.4 Project specific indicators

n/a

Table No. 5

n/a

## 4 FINANCING, REPORTING AND MILESTONES

#### 4.1 Maximum amount of payments

- 4.1.1 The **Programme operator** shall provide payments to the Applicant via a system of advance payments up to the maximum percentage listed in Table No. 6. This percentage represents the share of the payment on the total amount of the **Project grant**.

Table No. 6

Duration of project implementation	Advance payment	1st interim payment	2nd interim payment	3rd interim payment	4th interim payment	Final payment
More than 24 months	20 %	30 %	25 %	15 %	-	10 %

#### 4.2 Advance payment

- 4.2.1 The **Programme operator** shall provide the **Applicant** with an **Advance payment** in the amount of 275 435 EUR.

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- 4.2.2 The **Applicant** shall transfer 5 700 EUR to **Partner1 from the Advance payment**, unless otherwise agreed upon in the **Partnership Statement**.
- 4.2.3 The **Applicant** shall transfer 4 275 EUR to **Partner2 from the Advance payment**, unless otherwise agreed upon in the **Partnership Statement**.
- 4.2.4 The **Applicant** shall transfer 4 750 EUR to **Partner3 from the Advance payment**, unless otherwise agreed upon in the **Partnership Statement**.
- 4.2.5 The **Applicant** shall transfer 4 750 EUR to **Partner4 from the Advance payment**, unless otherwise agreed upon in the **Partnership Statement**.

#### 4.3 Retentions

- 4.3.1 Retentions shall be applied in the amount of the last 10 % of the **Project grant**.

#### 4.4 Project reporting timetable

- 4.4.1 The **Applicant** is obliged to submit the Interim project report within fifteen (15) working days from the end of each **Reporting period**.
- 4.4.2 The first **Reporting period** is the period of four (4) months from the first day of the month, in which the **Project contract** entered into force. All additional **Reporting periods** are equally four-month-long unless merged. Expenditures incurred prior to the **Project contract** entering into force shall be included in the first month of the first **Reporting period**.
- 4.4.3 The **Reporting periods** may be merged, in particular if the complete **Interim project report** has not been delivered within the set deadline, if the **Interim project report** has been rejected or its approval has been postponed or in other similar cases.
- 4.4.4 The **Interim project report** for the period covering the month of December of the calendar year represents the **Annual project report**.
- 4.4.5 The **Final project report** shall be submitted by the **Applicant** within thirty (30) working days from the end of the relevant reporting period.

#### 4.5 Milestones

- 4.5.1 The **Applicant** is obliged to implement the **Project** in accordance with the **Milestones** identified in the **Project application**.
- 4.5.2 The **Programme operator** is entitled to consider the failure to reach a **Milestone** identified as fundamental in the **Project application** within the framework of the **Project**, even within the three months of the planned completion of its implementation, as an inaction of the **Applicant**.
- 4.5.3 If a situation under the previous paragraph occurs, the **Programme operator** shall provide the **Applicant** with a reasonable period of time to eliminate this situation. If the given situation is not eliminated within the set period of time, the **Project** will be terminated, and the **Applicant** will be obliged to return the entire or part of the **Project grant** provided up to that point.

### 5 SPECIFIC CONDITIONS AND PROJECT SUSTAINABILITY

- 5.1 **List of exempted equipment**  
n/a

Table No. 7  
n/a

- 5.2 **Guarantee**  
n/a

## **Annex No. 1 to the Partnership Agreement**

### **5.3 Suspensive conditions of the Advance payment**

5.3.1 The **Applicant** shall ensure that valid and effective **Partnership Statements** with all **Project Partners** specified in point 1.4 of this **Grant Offer Letter** are submitted to the **Programme operator** no later than 2 calendar months after the entry into force of the **Project contract**. This provision does not release the **Applicant** from the obligation to submit to the **Programme operator** not yet concluded **Partnership Statements** with **Project Partners** financial participation before concluding the **Project contract** so that the **Programme operator** can verify their compliance with the relevant provisions of the **Regulation**. In the event that there is a change in the mandatory provisions of the **Partnership Statement** before its conclusion, the **Applicant** is obliged to notify the **Programme operator** of said change.

### **5.4 Suspensive conditions of the Final payment**

5.4.1 The **Final payment** shall be paid after the submission of a valid building approval decision for all structures that were the subject of the project, if relevant, and the council resolution to approve the action plan.

5.4.2 The **Programme operator** may also condition the payment of the **Final payment** by payment of the granted **Financial correction**, fulfilment of special conditions according to point 5.5 of this **Grant Offer Letter** or fulfilment of other conditions of provision and use of the **Project grant**.

### **5.5 Additional specific conditions**

5.5.1 The **Applicant** is obliged to electronically send the **Programme operator** information about planned lectures, trainings and other events, including the venue and time of the implementation of these events in advance. The **Applicant** acknowledges that the **Programme operator** or its authorised persons may participate in these activities even without notice.

### **5.6 Project sustainability period**

5.6.1 The **Project sustainability period** is set for the duration of 5 years from the approval of the **Final project report**.

5.6.2 During the entire **Project sustainability period**, the **Applicant** is obliged to ensure that target values of indicators listed in points 3.1 and 3.2 of this **Grant Offer Letter** as binding and the target values of indicators listed in point 3.4 of this **Grant Offer Letter** shall be principally maintained to their fullest extent or fulfilled.

5.6.3 The **Applicant** is obliged to submit documents in accordance with the **Implementation rules** proving the sustainability conditions to the **Programme operator** always by 31.1. of each calendar year, for the previous calendar year, for the entire duration of the project's sustainability period, unless a different date is specified by the Programme operator.

## **6 PUBLIC PROCUREMENT**

### **6.1 Specific provisions**

6.1.1 The **Applicant** is entitled to submit documentation in accordance with the **Implementation rules** to the **Programme operator** for inspection prior to publishing the notice for public procurement, if the estimated value of the contract exceeds 20 000 EUR. The **Programme operator** shall notify the **Applicant** within a reasonable period of time whether it will carry out the inspection before publishing the notice for public procurement.

6.1.2 The **Applicant** is obliged to submit the public procurement documentation in accordance with the **Implementation rules** to the **Programme operator** before signing a contract with the successful

**Annex No. 1 to the Partnership Agreement**

tenderer whenever the estimated value of the contract exceeds 5 000 EUR. If the estimated value of the contract does not exceed 20 000 EUR, the **Programme operator** shall notify the **Applicant** within a reasonable period of time whether it will carry out an inspection of the public procurement.

- 6.1.3 The **Applicant** is obliged to submit the public procurement documentation in accordance with the **Implementation rules** to the **Programme operator** before signing a contract with the successful tenderer whenever the estimated value of the contract exceeds 20 000 EUR. The **Programme operator** shall notify the **Applicant** within a reasonable period of time whether the contract can be concluded.
- 6.1.4 The **Applicant** is obliged to submit a draft amendment to the contract before its conclusion to the **Programme operator** whenever the estimated value of the contract exceeds 5 000 EUR and the conclusion of the amendment will result in a substantial change to the contract. If the estimated value of the contract does not exceed 20 000 EUR, the **Programme operator** shall notify the **Applicant** within a reasonable period of time whether it will review the draft of said amendment to the contract.
- 6.1.5 Public procurement or the review of concluded contracts or amendments are not subject to inspection by the **Programme operator**, provided that the amount of **Declared expenditure** incurred on the basis of this public procurement during the entire **Project implementation period** does not exceed 20 000 EUR or 25 % of the contract value.
- 6.1.6 The preceding provisions shall apply to contracts and any potential amendments concluded by means of the Electronic Contracting System by analogy.

**7 PROJECT BUDGET**

7.1.1 The project budget is listed in Table No. 8.

**Table No. 8 – Project budget**

	<b>Expenditure item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Costs (EUR)</b>	<b>Total Amount (EUR)</b>	<b>Activity</b>	<b>Incurred by</b>
1	Project staff – Lead partner BCSR / project management	set	1	15 000	15 000	Project management	Applicant
2	Project staff – Lead partner BCSR / experts	set	1	50 000	50 000	Activity 1	Applicant
3	Best practices sharing – Study trips / BCS	set	1	7 000	7 000	Activity 1	Applicant
4	Expert workshops & Peer to peer reviews	set	3	2 503	7 509	Activity 1	Applicant
5	Mandatory publicity	set	3	2 550	7 650	Activity 5	Applicant
6	Propagation and dissemination	set	1	5 000	5 000	Activity 5	Applicant
7	Promotional materials and promotional items	set	1	5 000	5 000	Activity 5	Applicant
8	Interpreting and translation services	set	1	5 500	5 500	Activity 5	Applicant
9	Project website & Social media	set	1	6 000	6 000	Activity 5	Applicant

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10	Elementary school of Art Jána Albrechta (ZUŠ) / Complex renovation of buildings and public spaces – grey/energy efficiency measures	set	1	100 000	100 000	Activity 2	Applicant
11	Leisure-time center for children and youth – Sport Hall (CVČ) / Complex renovation of buildings and public spaces – grey/energy efficiency measures	set	1	135 000	135 000	Activity 2	Applicant
12	Facility for seniors – Dom tretieho veku (DTV) / Complex renovation of buildings and public spaces – grey/energy efficiency measures	set	1	438 000	438 000	Activity 2	Applicant
13	Facility for seniors – Dom jesen života (DJŽ) / Complex renovation of buildings and public spaces – grey/energy efficiency measures	set	1	100 000	100 000	Activity 2	Applicant
14	Pionierska Alley – Water permeable pavements (CVČ) / Complex renovation of buildings and public spaces – green and blue measures	set	1	65 000	65 000	Activity 3	Applicant
15	Healing garden Hanulova (DJŽ) / Complex renovation of buildings and public spaces – green and blue measures	set	1	200 000	200 000	Activity 3	Applicant
16	Storm water garden / Measures to increase the city's infiltration capacity	set	1	200 000	200 000	Activity 4	Applicant
17	Project staff / Metropolitan Institute of Bratislava	set	1	5 000	5 000	Project management	Partner1
18	Best practices sharing – Study trips / Metropolitan Institute of Bratislava	set	1	5 000	5 000	Activity 1	Partner1
19	Project staff / Metropolitan Institute of Bratislava (Activity 1)	set	1	5 000	5 000	Activity 1	Partner1
20	Project staff / Metropolitan Institute of Bratislava (Activity 3)	set	1	5 000	5 000	Activity 3	Partner1
21	Project staff / Metropolitan Institute of Bratislava (Activity 4)	set	1	5 000	5 000	Activity 4	Partner1



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22	Project staff / Metropolitan Institute of Bratislava (Activity 5)	set	1	5 000	5 000	Activity 5	Partner1
23	Project staff / Comenius University in Bratislava – Faculty of Natural Sciences	set	1	2 500	2 500	Project management	Partner2
24	Project staff / Comenius University in Bratislava - Faculty of Natural Sciences (Activity 1)	set	1	10 000	10 000	Activity 1	Partner2
25	Project staff / Comenius University in Bratislava - Faculty of Natural Sciences (Activity 5)	set	1	5 000	5 000	Activity 5	Partner2
26	Best practices sharing - Study trips / Comenius University in Bratislava - Faculty of Natural Sciences	set	1	5 000	5 000	Activity 1	Partner2
27	Project staff / City of Reykjavik	set	1	10 000	10 000	Activity 1	Partner3
28	Best practices sharing - experts trips on conferences and workshops organized by Lead partners / City of Reykjavik	set	1	10 000	10 000	Activity 1	Partner3
29	Audit reports / City of Reykjavik	set	1	5 000	5 000	Project management	Partner3
30	Project staff / City of Bergen	set	1	12 500	12 500	Activity 1	Partner4
31	Best practices sharing - experts trips on conferences and workshops organized by Lead partners / City of Bergen	set	1	7 500	7 500	Activity 1	Partner4
32	Audit reports / City of Bergen	set	1	5 000	5 000	Project management	Partner4

**8 STATE AID**

8.1.1 In relation to the **Applicant** or the **Partner**, the provision of the **Project Grant** or its part under this **Project contract** is not considered as provision of state aid or de minimis aid.

8.1.2 The provision of the **Project grant** may not result in the provision of unauthorized state aid.

8.1.3 Upon receipt and implementation of the **Project grant**, the **Applicant** is obliged to perform all necessary actions to prevent the provision of unauthorized state aid. In the event that the provision of the **Project grant** or its part would result in the provision of unjustified state aid or would prove so later, the **Applicant** is obliged to return the **Project grant** or its part and any other unauthorized state aid.

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- 8.1.4 In the event that the provision of the **Project grant** is the provision of state aid or minimum aid in accordance with specific regulations, the **Applicant** undertakes to comply with all conditions under which the aid was provided and to repay the granted aid should the **Applicant** violate said conditions.
- 8.1.5 In the event that the provision of the **Project grant** is not the provision of state aid or minimum aid in accordance with specific regulations, the **Applicant** undertakes that there will be no significant changes during the entire implementation period of the **Project grant**, based on which the provision of the **Project grant** could be regarded as provision of state aid in accordance with specific regulations. Should the **Applicant** violate this condition, the **Applicant** is obliged to return the **Project grant** or its part.
- 8.1.6 At the request of the **Programme operator**, the **Applicant** is obliged to provide the **Programme operator** with all necessary documents and information necessary to assess compliance with the state aid rules.
- 8.1.7 In the event that the **Applicant** engages in both economic and non-economic activities, the **Applicant** is obliged to undertake all necessary measures to avoid cross-financing. In particular, the **Applicant** is required to keep separate accountancies for economic activity and non-economic activity.
- 8.1.8 The **Programme operator** is entitled to continuously check whether the conditions for the provision of the **Project grant** in accordance with this article have been complied with. In the event that the **Applicant** has breached its obligations under this article, the **Applicant** is obliged to return the provided **Project grant** or its part as well as other eligible state aid.
- 8.1.9 If the assets fully or partially valued from the **Project grant** are leased to another person, the **Applicant** must do so under market conditions and at market prices in order to avoid possible state aid or minimum aid at the next level. The person who will manage or operate such assets must be selected in accordance with public procurement rules. This does not exclude the possibility of using internal (own) services (so-called in-house services) in accordance with these rules.

## PROJECT BUDGET

### PROJECT BUDGET - DIRECT EXPENDITURE

<b>Applicant:</b>	Hlavné mesto Slovenskej republiky Bratislava	Direct Expenditure:	1 449 659 €
<b>Partner1:</b>	Metropolitný inštitút Bratislavy	Indirect Costs:	
<b>Partner2:</b>	Univerzita Komenského Bratislava	Reserve:	
<b>Partner3:</b>	City of Reykjavik	In-kind contributions:	
<b>Partner4:</b>	Agency for Water and Sewerage Works, City of Bergen	Total Eligible Expenditure:	<b>1 449 659 €</b>

Expenditure Item	Unit	Quantity	Unit Costs	Total Amount	Type of Expenditure	Activity	Budget Heading	Incurred by	Comments
1 Project staff - Lead partner BCSR / project management	set	1	15000	15000	Cost of staff assigned to the project	Project Management	Current expenses - on staff	Applicant	Share of the personnel costs of the team members throughout the project, steering committee, on-going monitoring & evaluation of the project progress, ensuring smooth project; administration and financial management
2 Project staff - Lead partner BCSR / experts	set	1	50000	50000	Cost of staff assigned to the project	Activity1	Current expenses - on staff	Applicant	Project expert implementation, expert coordination, on-going monitoring & evaluation of the project progress - Internal experts - Office of the Chief Architect, Department of Environment, Department of Energy Management etc. and external experts
3 Best practices sharing - Study trips / BCSR	set	1	7000	7000	Travel and subsistence allowances for staff	Activity1	Current expenses - travel	Applicant	min. 2 trips (Norway, Iceland, Slovakia, Czechia etc.) - Department of Environment, Office of the Chief Architect, Strategy and Project Department, Department of Energy Management etc.
4 Experts workshops & Peer to peer reviews	set	3	2503	7509	Costs entailed by other contracts	Activity1	Current expenses - other	Applicant	Rental of technical equipment, catering, accommodation, travel costs, venue, expert fees etc.
5 Mandatory publicity	set	3	2550	7650	Costs arising from project contract	Activity5	Current expenses - mandatory publicity	Applicant	International conference for ca 80 - 120 participants each ensuring donor and project partners visibility reaching out stakeholders and target group - catering, rental of technical equipment, accommodation, travel costs for guest and experts (other than partners), venue, expert fees etc.
6 Propagation and dissemination	set	1	5000	5000	Costs entailed by other contracts	Activity5	Current expenses - propagation and dissemination	Applicant	Costs related to the preparation of communication and dissemination materials - graphical works, print, content preparation, etc.
7 Promotional materials and promotional items	set	1	5500	5500	Costs entailed by other contracts	Activity5	Current expenses - propagation and dissemination	Applicant	Small promo materials with printed logo(s) - pencils, paper notebooks, paper file folder, paper bags, commemorative plaque...
8 Interpreting and translation services	set	1	5500	5500	Costs entailed by other contracts	Activity5	Current expenses - other	Applicant	Professional interpreting and rental of interpreting equipment during conferences, translation of promotional materials
9 Project website & Social media	set	1	6000	6000	Cost of staff assigned to the project	Activity5	Current expenses - mandatory publicity	Applicant	Build a website & Social media profiles (Facebook, Instagram, LinkedIn), editing, content creation and regular updates

## PROJECT BUDGET

<b>Applicant:</b>	Hlavné mesto Slovenskej republiky Bratislava	Direct Expenditure:	1 449 659 €
<b>Partner1:</b>	Metropolitný inštitút Bratislavy	Indirect Costs:	
<b>Partner2:</b>	Univerzita Komenského Bratislava	Reserve:	
<b>Partner3:</b>	City of Reykjavik	In-kind contributions:	
<b>Partner4:</b>	Agency for Water and Sewerage Works, City of Bergen	Total Eligible Expenditure:	<b>1 449 659 €</b>

Expenditure Item	Unit	Quantity	Unit Costs	Total Amount	Type of Expenditure	Activity	Budget Heading	Incurred by	Comments
10 Elementary school of Art Jána Albrechta (ZUŠ) / Complex renovation of buildings and public spaces – grey/energy efficiency measures	set	1	100000	100000	Costs entailed by other contracts	Activity2	Investment costs - Infrastructure	Applicant	Application of technical measures increasing energy efficiency of the target buildings, construction works
11 Leisure-time center for children and youth - Sport Hall (CVČ) / Complex renovation of buildings and public spaces – grey/energy efficiency measures	set	1	135000	135000	Costs entailed by other contracts	Activity2	Investment costs - Infrastructure	Applicant	Application of technical measures increasing energy efficiency of the target buildings, construction works
12 Facility for seniors - Dom tretieho veku (DTV) / Complex renovation of buildings and public spaces – grey/energy efficiency measures	set	1	438000	438000	Costs entailed by other contracts	Activity2	Investment costs - Infrastructure	Applicant	Application of technical measures increasing energy efficiency of the target buildings, construction works
13 Facility for seniors - Dom jesene života (DJŽ) / Complex renovation of buildings and public spaces – grey/energy efficiency measures	set	1	100000	100000	Costs entailed by other contracts	Activity2	Investment costs - Infrastructure	Applicant	Application of technical measures increasing energy efficiency of the target buildings, construction works
14 Pionierska Alley - Water permeable pavements (CVČ) / Complex renovation of buildings and public spaces – green and blue measures	set	1	65000	65000	Costs entailed by other contracts	Activity3	Investment costs - Other assets	Applicant	Application of green and blue measures, construction works including technical documentation, gardening works etc.
15 Healing garden Hanulova (DJŽ) / Complex renovation of buildings and public spaces – green and blue measures	set	1	200000	200000	Costs entailed by other contracts	Activity3	Investment costs - Other assets	Applicant	Application of green and blue measures, construction works including technical documentation, gardening works etc.
16 Storm water garden / Measures to increase the city's infiltration capacity	set	1	200000	200000	Costs entailed by other contracts	Activity4	Investment costs - Other assets	Applicant	Technical documentation, measurement of technical parameters, technical survey, construction works - green, blue, grey measures etc.
17 Project staff / Metropolitan Institute of Bratislava	set	1	5000	5000	Cost of staff assigned to the project	Project Management	Current expenses - on staff	Partner1	Project administration, implementation and financial management
18 Best practices sharing - Study trips / Metropolitan Institute of Bratislava	set	1	5000	5000	Travel and subsistence allowances for staff	Activity1	Current expenses - travel	Partner1	study trips to Norway, Iceland, Slovakia, Czechia etc. (min. 2 persons/study trip )
19 Project staff / Metropolitan Institute of Bratislava (Activity 1)	set	1	5000	5000	Cost of staff assigned to the project	Activity1	Current expenses - on staff	Partner1	Project implementation - expert part Action plan
20 Project staff / Metropolitan Institute of Bratislava (Activity 3)	set	1	5000	5000	Cost of staff assigned to the project	Activity3	Current expenses - on staff	Partner1	Project implementation - expert part CVČ & DJŽ
21 Project staff / Metropolitan Institute of Bratislava (Activity 4)	set	1	5000	5000	Cost of staff assigned to the project	Activity4	Current expenses - on staff	Partner1	Project implementation - expert part Storm water garden
22 Project staff / Metropolitan Institute of Bratislava (Activity 5)	set	1	5000	5000	Cost of staff assigned to the project	Activity5	Current expenses - on staff	Partner1	Project implementation - expert part Communication strategy, participatory process, conferences, promotion and dissemination

## PROJECT BUDGET

<b>Applicant:</b>	Hlavné mesto Slovenskej republiky Bratislava	Direct Expenditure:	1 449 659 €
<b>Partner1:</b>	Metropolitný inštitút Bratislavy	Indirect Costs:	
<b>Partner2:</b>	Univerzita Komenského Bratislava	Reserve:	
<b>Partner3:</b>	City of Reykjavik	In-kind contributions:	
<b>Partner4:</b>	Agency for Water and Sewerage Works, City of Bergen	Total Eligible Expenditure:	<b>1 449 659 €</b>

	Expenditure Item	Unit	Quantity	Unit Costs	Total Amount	Type of Expenditure	Activity	Budget Heading	Incurred by	Comments
23	Project staff / Comenius University in Bratislava - Faculty of Natural Sciences	set	1	2500	2500	Cost of staff assigned to the project	Project Management	Current expenses - on staff	Partner2	Project administration, implementation and financial management
24	Project staff / Comenius University in Bratislava - Faculty of Natural Sciences (Activity 1)	set	1	10000	10000	Cost of staff assigned to the project	Activity1	Current expenses - on staff	Partner2	Project implementation - expert part Action plan
25	Project staff / Comenius University in Bratislava - Faculty of Natural Sciences (Activity 5)	set	1	5000	5000	Cost of staff assigned to the project	Activity5	Current expenses - on staff	Partner2	Project implementation - expert part Communication strategy, participatory process, conferences, promotion and dissemination
26	Best practices sharing - Study trips / Comenius University in Bratislava - Faculty of Natural Sciences	set	1	5000	5000	Travel and subsistence allowances for staff	Activity1	Current expenses - travel	Partner2	study trips to Norway, Iceland, Slovakia, Czechia etc. (min. 2 persons/study trip )
27	Project staff / City of Reykjavik	set	1	10000	10000	Cost of staff assigned to the project	Activity1	Current expenses - on staff	Partner3	Project administration, implementation, expert fees (conferences, workshops) to provide and share knowledge, peer to peer reviews, participation at project conferences and workshops
28	Best practices sharing - experts trips on conferences and workshops organized by Lead partners / City of Reykjavik	set	1	10000	10000	Travel and subsistence allowances for staff	Activity1	Current expenses - travel	Partner3	Study trips to Slovakia (min. 2 persons/trip) in order to share knowledge, experience and build capacities
29	Audit reports / City of Reykjavik	set	1	5000	5000	Costs arising from project contract	Project Management	Current expenses - other	Partner3	Proofs of expenditure eligibility - min. 2
30	Project staff / City of Bergen	set	1	12500	12500	Cost of staff assigned to the project	Activity1	Current expenses - on staff	Partner4	Project administration, implementation, expert fees (conferences, workshops) to provide and share knowledge, peer to peer reviews, participation at project conferences and workshops
31	Best practices sharing - experts trips on conferences and workshops organized by Lead partners / City of Bergen	set	1	7500	7500	Travel and subsistence allowances for staff	Activity1	Current expenses - travel	Partner4	Study trips to Slovakia (min. 2 persons/trip) in order to share knowledge, experience and build capacities
32	Audit reports // City of Bergen	set	1	5000	5000	Costs arising from project contract	Project Management	Current expenses - other	Partner4	Proofs of expenditure eligibility - min. 2
33										
34										
35										
36										
37										
38										
39										
40										

Project Outputs		Related costs (automatic)	% on Total Eligible Expenditure
Project Management	Project Management	32 500	2.24%
Output1	Action plans for mitigation and adaptation implemented by local authorities in urban areas	1 417 159	97.76%
Output2	#ODKAZI	-	0.00%
Output3	#ODKAZI	-	0.00%

DIRECT EXPENDITURE	1 449 659
INDIRECT COSTS	-
RESERVE	-
IN-KIND CONTRIBUTIONS	-
TOTAL ELIGIBLE EXPENDITURE	1 449 659

Project Activities		Relates to output No	Related costs (automatic)	% on Total Eligible Expenditure	Activities - filtered
Project Management	Project Management	Project Management	32 500	2.24%	Project Management
Activity1	Development of action plan	Action plans for mitigation and adaptation implemented by local authorities in urban areas	129 509	8.93%	Activity1
Activity2	Complex renovation of buildings and public space – Energy efficiency measures	Action plans for mitigation and adaptation implemented by local authorities in urban areas	773 000	53.32%	Activity2
Activity3	Complex renovation of buildings and public space – Green and blue measures	Action plans for mitigation and adaptation implemented by local authorities in urban areas	270 000	18.63%	Activity3
Activity4	Measures to increase the city's infiltration capacity	Action plans for mitigation and adaptation implemented by local authorities in urban areas	205 000	14.14%	Activity4
Activity5	Publicity and communication activities	Action plans for mitigation and adaptation implemented by local authorities in urban areas	39 650	2.74%	Activity5
Activity6		Action plans for mitigation and adaptation implemented by local authorities in urban areas	-	0.00%	
Activity7		Action plans for mitigation and adaptation implemented by local authorities in urban areas	-	0.00%	
Activity8		Action plans for mitigation and adaptation implemented by local authorities in urban areas	-	0.00%	

DIRECT EXPENDITURE	1 449 659
INDIRECT COSTS	-
RESERVE	-
IN-KIND CONTRIBUTIONS	-
TOTAL ELIGIBLE EXPENDITURE	1 449 659

Project Budget by Budget Headings		Related costs (automatic)	% on Total Eligible Expenditure	Infrastructure (investment costs+reserve)	Non-investment costs (current costs + indirect costs + in-kind)
Chapter1	Investment costs - Infrastructure	773 000	53.00%	1238000	211659
Chapter2	Investment costs - Equipment	-	0.00%	85,00%	15,00%
Chapter3	Investment costs - Other assets	465 000	32.00%		
Chapter4	Current expenses - on staff	130 000	9.00%		
Chapter5	Current expenses - mandatory publicity	13 650	1.00%		
Chapter6	Current expenses - propagation and dissemination	10 500	1.00%		
Chapter7	Current expenses - purchase of material	-	0.00%		
Chapter8	Current expenses - travel	34 500	2.00%		
Chapter9	Current expenses - office equipment	-	0.00%		
Chapter10	Current expenses - running costs	-	0.00%		
Chapter11	Current expenses - depreciation	-	0.00%		
Chapter12	Current expenses - other	23 009	2.00%		

DIRECT EXPENDITURE	1 449 659
INDIRECT COSTS	-
RESERVE	-
IN-KIND CONTRIBUTIONS	-
TOTAL ELIGIBLE EXPENDITURE	1 449 659

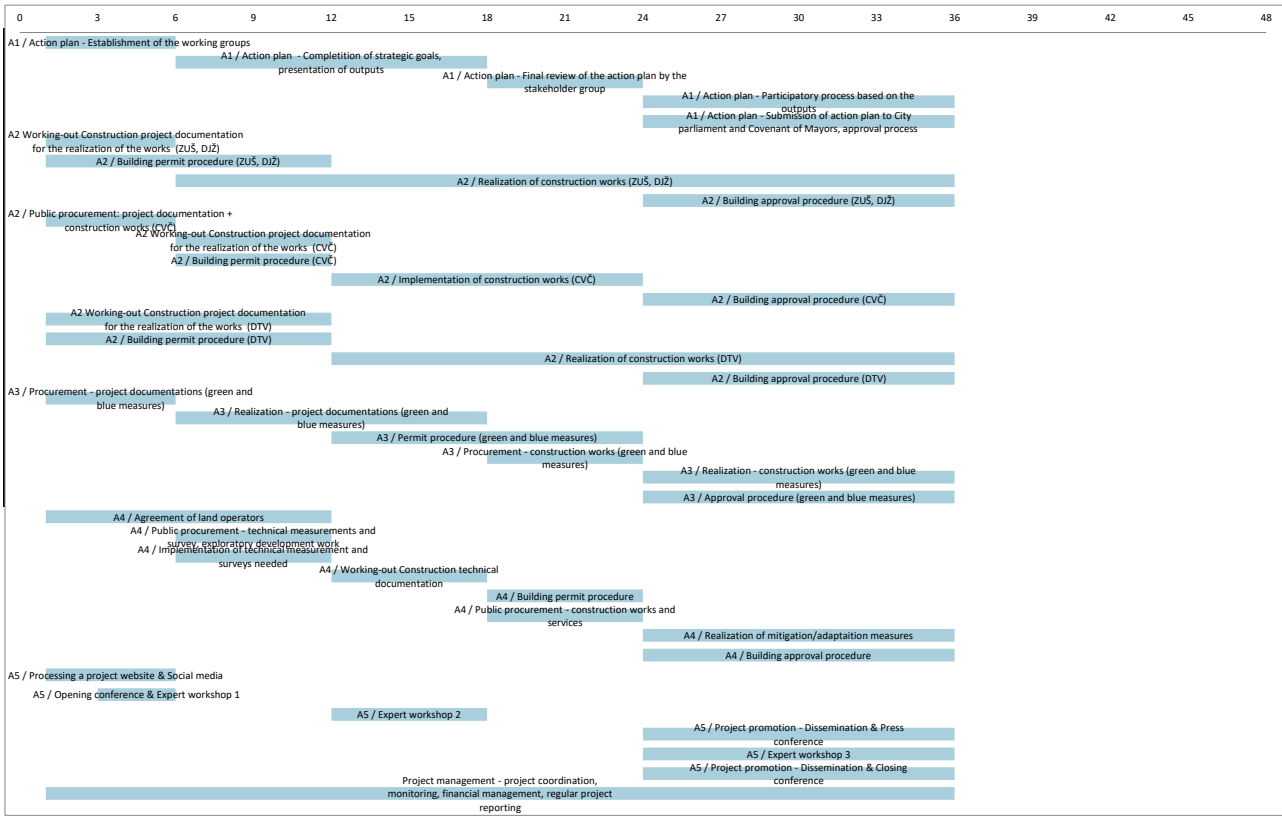
Project Budget by Entities and Activities

Entity	Applicant	Partner1	Partner2	Partner3	Partner4	TOTAL	% of DIRECT EXPENDITURE
activity	Hlavné mesto Slovenskej republiky Bratislava	Metropolitný inštitút Bratislava	Univerzita Komenského Bratislava	City of Reykjavik	Agency for water and Sewerage Works, City of Bergen		
Project Management	15 000	5 000	2 500	5 000	5 000	32 500	2%
Development of action plan	64 509	10 000	15 000	20 000	20 000	129 509	9%
Complex renovation of buildings and public space – Energy efficiency measures	773 000	-	-	-	-	773 000	53%
Complex renovation of buildings and public space – Green and blue measures	265 000	5 000	-	-	-	270 000	19%
Measures to increase the city's infiltration capacity	200 000	5 000	-	-	-	205 000	14%
Publicity and communication activities	29 650	5 000	5 000	-	-	39 650	3%
	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>TOTAL</b>	<b>1 347 159</b>	<b>30 000</b>	<b>22 500</b>	<b>25 000</b>	<b>25 000</b>	<b>1 449 659</b>	

Output / Activity	Project Management	Activity1	Activity2	Activity3	Activity4	Activity5	Activity6	Activity7	Activity8	TOTAL ELIGIBLE COSTS BY TYPES OF EXPENDITURE	% of TOTAL ELIGIBLE EXPENDITURE
Type of Expenditure	Project Management	Development of action plan	Complex renovation of buildings and public space – Energy efficiency measures	Complex renovation of buildings and public space – Green and blue measures	Measures to increase the city's infiltration capacity	Publicity and communication activities					
Cost of staff assigned to the project	22 500	87 500	-	5 000	5 000	16 000	-	-	-	136 000	9%
Travel and subsistence allowances for staff	-	34 500	-	-	-	-	-	-	-	34 500	2%
Cost of new or second hand equipment	-	-	-	-	-	-	-	-	-	-	0%
Land and real estate	-	-	-	-	-	-	-	-	-	-	0%
Consumables and supplies	-	-	-	-	-	-	-	-	-	-	0%
Costs entailed by other contracts	-	7 509	773 000	265 000	200 000	16 000	-	-	-	1 261 509	87%
Costs arising from project contract	10 000	-	-	-	-	7 650	-	-	-	17 650	1%
INDIRECT COSTS - Reg. Art. 8.5										-	0%
RESERVE - Reg. Art. 7.6.3.k)										-	0%
IN-KIND CONTRIBUTIONS - Reg. Art. 9.4.2										-	0%
<b>TOTAL ELIGIBLE COSTS</b>	<b>32 500</b>	<b>129 509</b>	<b>773 000</b>	<b>270 000</b>	<b>205 000</b>	<b>39 650</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1 449 659</b>	
<b>% TOTAL COSTS</b>	<b>2%</b>	<b>9%</b>	<b>53%</b>	<b>19%</b>	<b>14%</b>	<b>3%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>100%</b>	

TOP TEN BIGGEST EXPENDITURE ITEMS	Amount	% on total eligible expenditure
Facility for seniors - Dom trešeho veku (DTV) / Complex renovation of buildings and public spaces – grey/energy efficiency measures	438 000	30%
Healing garden Hanulova (HJZ) / Complex renovation of buildings and public spaces – green and blue measures	200 000	14%
Storm water garden / Measures to increase the city's infiltration capacity	200 000	14%
Leisure-time center for children and youth - Sport Hall (CVC) / Complex renovation of buildings and public spaces – grey/energy efficiency measures	135 000	9%
Elementary school of Art Jána Albrechta (ZUS) / Complex renovation of buildings and public spaces – grey/energy efficiency measures	100 000	7%
Facility for seniors - Dom jesene života (DJZ) / Complex renovation of buildings and public spaces – grey/energy efficiency measures	100 000	7%
Pionierska Alley - Water permeable pavements (CVC) / Complex renovation of buildings and public spaces – green and blue measures	65 000	4%
Project staff - Lead partner BCSR / experts	50 000	3%
Project staff - Lead partner BCSR / project management	15 000	1%
Project staff / City of Bergen	12 500	1%

Expected schedule





**Annex No. 3 to the Partnership Agreement**

**PROJECT CONTRACT  
DRAFT**

for the implementation of the Project

*Climate resilient Bratislava – Pilot projects for decarbonisation, energy efficiency of buildings  
and sustainable rainwater management in urban space*

under the programme

ACC Climate change mitigation and adaptation

funded under

the EEA Financial Mechanism Programme 2014 – 2021 and the state budget of the Slovak Republic

**Annex No. 3 to the Partnership Agreement****Article 1. PARTIES****1.1. Programme Operator**

Name: Ministry of Environment of the Slovak Republic  
Address: Námestie Ľudovíta Štúra 1, 812 35 Bratislava, Slovakia  
Legal form: government organisation  
IČO (Entity Identification Number): 42181810  
DIČ (Tax Identification Number) 2023106679  
Bank: Treasury  
Account number: SK21 8180 0000 0070 0058 2241  
SK46 8180 0000 0070 0058 2276  
Statutory representative: Ján Budaj, minister

(hereinafter referred to as the "**Programme Operator**")

and

**1.2. Project Promoter:**

Name: The Capital City of the Slovak republic Bratislava  
Address: Primaciálne námestie 429/1, 81499 Bratislava, Slovakia  
Legal form: Municipality  
IČO (Entity Identification Number): 00603481  
DIČ (Tax Identification Number): 2020372596  
Bank: Československá obchodná banka, a.s.  
Project account: SK03 7500 0000 0002 2502 6703  
Statutory representative: Matúš Vallo, Ing. arch., mayor

(hereinafter referred to as the "**Project Promoter**")

(together for the purposes of this Agreement as the "**Parties**")

**Article 2. RECITALS**

2.1. The Parties conclude this **Agreement** pursuant to the provision of §269(2) of Act No.. 513/1991 Coll., Commercial Code, as amended, and pursuant to the following international agreements:

2.1.1. Memorandum of Understanding on the Implementation of the EEA Financial Mechanism Programme 2014 – 2021 (hereinafter referred to as the "**Memorandum**") concluded between the Slovak Republic and the **Financial Mechanism Committee** on November 28, 2016, as amended, pursuant to which the Ministry of Environment of the Slovak Republic serves as a **National Focal Point** and performs the tasks and duties of a **Programme Operator** for the programme "*Climate change mitigation and adaptation*" (hereinafter referred to as the "**Programme**");

2.1.2. Programme Agreement, concluded between **the Financial Mechanism Committee and the Norwegian Ministry of Foreign Affairs** and the Government Office of the Slovak Republic as the National Focal Point, on the financing of the "*Climate change mitigation and adaptation*" of September 23, 2019 (hereinafter referred to as the "**Programme Agreement**") laying down the

### Annex No. 3 to the Partnership Agreement

amount of the financial contribution for the **Programme** under the Financial Mechanism of the European Economic Area 2014 - 2021 (hereinafter referred to as the "**EEA FM**") and the rate of co-financing from the state budget of the Slovak Republic, as well as the rights, obligations and liabilities of the Parties during the implementation of the Programme. Following the resolution of the Government of the Slovak Republic no. 355/2020 of June 4, 2020 on the proposal to amend certain resolutions of the Government of the Slovak Republic and to determine the tasks within the competence of the Ministry of Investments, Regional Development and Informatization of the Slovak Republic in connection with the abolition of the Deputy Prime Minister's Office for Investments and Informatization of the SR, the establishment of the Ministry of Investments, Regional Development and Informatization of the Slovak Republic and by changing the competencies of the Government Office of the Slovak Republic and some ministries in accordance with Act no. 134/2020 Coll., Amending and supplementing Act no. 575/2001 Coll. on the organization of government activities and the organization of the central state administration, as amended, the rights and obligations of the National Focal Point and the Programme Operator are transferred from the Government Office of the Slovak Republic to the Ministry of Investments, Regional Development and Informatization of the Slovak Republic with effect from October 1, 2020.

- 2.1.3. Agreement on the implementation of the programme "*Climate change mitigation and adaptation*" concluded on November 7, 2019 between the Government Office of the Slovak Republic / Ministry of Investments, Regional Development and Informatization of the Slovak Republic as the National Focal Point and the Ministry of the Environment of the Slovak Republic as the **Programme Operator**.
- 2.2. In addition to international agreements and generally binding laws and regulations of the Slovak Republic and the European Union legislation (hereinafter referred to as "**Slovak and EU legislation**"), the implementation of projects under the **Programme** financed from the **EEA FM** is also governed by regulations issued by the Financial Mechanism Committee (hereinafter referred to as the "**FMC**") in accordance with Protocol 38c to the EEA Agreement on the **EEA FM** and regulations issued by the **National Focal Point** or a **Certifying Authority** in compliance with materials approved by the Slovak Government. The sets of these regulations form the **Legal Framework of the EEA FM** and the **Implementation Rules**. These regulations do not have the nature of generally binding legal regulations, but the **Project Promoter** undertakes to comply with them by signing this **Contract**.
- 2.3. The **Parties** enter into this **Contract** based on a project application registered under No. 6416/2020-7.7 version No "3", (hereinafter referred to as the "**project application**") submitted by the **Project Promoter** under an "*Open Call for Proposals Action Plans for Climate Change Mitigation and Adaptation Implemented by Local Authorities in Urban Areas (ClimaUrban)*" of November 29, 2019 (hereinafter referred to as the "**Call**"); following its approval by the **Programme Operator**, the **Project Promoter** accepted its offer for the provision of a **Project grant** to implement a project entitled "*Climate resilient Bratislava – Pilot projects for decarbonisation, energy efficiency of buildings and sustainable rainwater management in urban space*", assigned the following reference number „ACC01P03“ (hereinafter referred to as the "**Project**"), under the terms and conditions stipulated in this **Contract**.
- 2.4. There is no legal entitlement to the provision of the **Project grant** to implement the **Project**. Any performance provided under this **Contract** to the **Project Promoter** is not offset against any counter-value delivered by the **Project Promoter** to the **Programme Operator**.
- 2.5. This **Contract** is governed and is concluded under the laws of the Slovak Republic. The Parties have agreed that their mutual relations are governed by the laws of the Slovak Republic. This **Contract** should also be interpreted taking into account, and in connection with, the **EEA FM Legal Framework** and the **Implementation Rules**.
- 2.6. The content of this Contract is based on the information provided by, through or on behalf of the **Project Promoter** in writing to the **Programme Operator**, or other persons appointed by the **Programme Operator**, prior to the signing of this Contract, namely in the **project application**, and during the evaluation of the **Project**. If a finding is made that this **Contract** is based on misrepresented, inaccurate, incomplete or untrue information provided by the **Project Promoter**, irrespective of the reason, time and intentionality of its provision, the Parties have agreed that the **Programme Operator** is entitled to withdraw from this **Contract** and the **Project Promoter** undertakes to return the full amount of the already received **Project grant**.

### Annex No. 3 to the Partnership Agreement

#### Article 3. DEFINITIONS

- 3.1. This Project Contract, excluding annexes, is referred to as the "**Project Contract**" throughout the text below and in annexes. The following annexes constitute an integral part of the **Project Contract** and should be interpreted in conjunction with the provisions of the **Project Contract**:
- 3.1.1. Annex 1 Offer by the **Programme Operator** to provide **Project Grant**, referred to as the "**Grant Offer Letter**" throughout the text ;
- 3.1.2. Annex 2 General Conditions of Contract, referred to as the "**General Conditions of Projekt Contract**" or "**GCC**" throughout the text.
- 3.2. The **Project Contract**, including all annexes, is referred to in the text as the "**Contract**". The terms used in this Agreement are defined in Article 1 **GCC** and/or in the **Legal Framework of the EEA FM** and/or in the **Implementation Rules**. If a term in this **Contract** is defined differently from the **EEA Legal Framework** or the **Implementation Rules**, it will be construed for the purposes of this **Contract** according to the definition set out in this **Contract**.

#### Article 4. PURPOSE OF THE CONTRACT

The purpose of this **Contract** is to ensure that the **Project Promoter** implement the **Project** to be co-financed by the **Programme Operator** under the terms and conditions of this **Contract** from the **EEA FM** and the state budget of the Slovak Republic which will contribute to achieving the overall objective of the **Programme** and its outcomes defined in the **Programme Agreement**, as well as to achieving the **EEA FM** overall objectives as defined in Article 1.2 of the **Regulation on the implementation of the Norwegian Financial Mechanism** adopted by the FMC on September 8, 2016, as amended (hereinafter referred to as the "**Regulation**").

#### Article 5. SUBJECT-MATTER OF THE CONTRACT

- 5.1. The subject-matter of this **Contract** is to stipulate the rights and obligations of the Parties and define the terms and conditions for the provision of the **project grant** by the **Programme Operator** to the **Project Promoter** in order to ensure the implementation of the **Project**.
- 5.2. The **Programme Operator** undertakes to co-finance the implementation of the **Project** and provide to the **Project Promoter** the **project grant** in the scope, manner and under the terms and conditions stipulated in this **Contract**, the **EEA FM Legal Framework**, the **Implementation Rules** and in accordance with the **Slovak and EU legislation**; the **Project Promoter** undertakes to ensure the implementation of the **Project** and **project co-financing** and to maintain the **project outputs** with the aim of ensuring the maximum possible benefits for **Project** target groups throughout the **project sustainability period** and to accept, for that purpose, the **project grant** in the scope, manner and under the terms and conditions stipulated in this **Contract**, the **EEA FM Legal Framework**, the **Implementation Rules** and in accordance with the **Slovak and EU legislation**.

#### Article 6. SPECIFICATION OF THE PROJECT AND PROJECT PARTNERS

- 6.1. **The Project Promoter** undertakes to ensure that within the Project the Project Output according to Article 1.3.7 **Grant Offer Letter**, the **project outcomes and project outputs** pursuant to Article 1.3.8 **Grant Offer Letter**, implemented **project activities** pursuant to Table no. 1 Article 2.6 **Grant Offer Letter**, achieved all target values of indicators classified as binding according to Article 3 of the **Grant Offer Letter**, all in accordance with the schedules and **Milestones** according to Article 4 of the **Grant Offer Letter**.
- 6.2. **The project budget** is specified in Table no. 8 Article 7 **Grant Offer Letter**. Further detailed information about the **Project**, in particular the method of implementation and maintenance of the **Project Outputs**

**Annex No. 3 to the Partnership Agreement**

- and **Project Activities**, which are not stipulated directly in this **Contract**, is provided in the current version of the **Project Application** registered with the **Programme Operator**.
- 6.3. **The Project Promoter** undertakes to implement the **Project** together with the partner, resp. the partners as specified in Article 1.4 of the **Grant Offer Letter** (hereinafter referred to as the "**Partner**"). In accordance with Article 7.7 of the **Regulation** and Art. 3.3 **Programme Agreement**, the relationship between the **Project Promoter** and each **Partner** is governed by a separate agreement - the Partnership Agreement specified in Article 1.4 of the **Grant Offer Letter** (hereinafter the "**Partnership Agreement**"), which particularly governs the rights and obligations of each **Partner** with respect to the implementation of the **Project** (including its responsibilities) and the maximum amount of the **Project grant**, which the **Project Promoter** is entitled to remit to each **Partner** for the implementation of the **Project Outputs** and **Project Activities**.
- 6.4. The **Project Promoter** undertakes to ensure:
- 6.4.1. the implementation of the **Project** in compliance with the **Partnership Agreement**;
- 6.4.2. the transfer of a portion of the provided **Project grant** to the account of each **Partner**, specified in the **Partnership Agreement**, in the amount pursuant to Article 4.2 of the **Grant Offer Letter** and, subsequently, pursuant to approved **Interim project reports**, within fifteen (15) calendar days from the day each payment has been credited to the **Project account**; the maximum amount of the **Project grant** transferred to each **Partner** shall not exceed the amount of the **Project grant** allocated to each **Partner** pursuant to Article 2.4 of the **Grant Offer Letter**;
- 6.4.3. the reporting of **eligible expenditures** incurred by each **Partner** in an **interim project report** in accordance with the **Partnership Agreement** and this **Contract**;
- 6.4.4. that each **Partner** exclusively uses the **project grant** for the implementation of the **Project Outputs and Project Activities** in accordance with the **Partnership Agreement**, the **EEA FM Legal Framework** and the **Implementation Rules**.
- 6.5. The **Project Promoter** shall ensure that the contractual relationship established under the **Partnership Agreement** and its implementation complies, throughout the effective period of this **Contract**, with the applicable national and EU legislation on public procurement, as well as Article 8.15 **Regulations**.
- 6.6. The **Parties** have agreed that any amendment to the **Partnership Agreement** must be submitted by the **Project Promoter** to the **Programme Operator** in advance. Where the text of the **Partnership Agreement** prescribed by the **Programme Operator** has been changed, resp. provisions of the Partnership Agreement according to Article 7.7.2 of the **Regulations**, the change shall not enter into force before the day following the day on which an amendment to this **Contract**, which changes the reference to the **Partnership Agreement**, is published in the Central Register of Contracts. Any other changes to the **Partnership Agreement** must be notified by the **Project Promoter** to the **Programme Operator** not later than 5 working days prior to their planned effective date.
- 6.7. Eligible expenditures incurred by the **Partner** are subject to the same limitations as would apply if the expenditures were incurred by the **Project Promoter**.
- 6.8. In relation to the **Programme Operator**, the **Project Promoter** shall ensure and be fully responsible for the coordination, material and time management of the **Project** implemented in partnership, including those parts of the **Project** for which the **Partner** is responsible under the **Partnership Agreement**, for compliance with the **Project Budget**, for achieving all **Project Outputs** and **Project Outcomes**, target values of indicators, for the transfer of the relevant part of the **Project grant** to each **Partner**, for the settlement of **Eligible Expenditures** realized by each **Partner** and for the fulfillment of each **Partner's** obligations arising from the **Partnership Agreement**, this **Contract** and related to this **Contract**. This provision does not affect the liability of individual **Partners** towards the **Project Promoter** or towards other **Partners** under the **Partnership Agreement**.
- 6.9. If the **Project Promoter** is in default with the performance of the obligations under this article, the **Project Promoter** shall return the full amount of the **Project grant** already received, or portion thereof, pursuant to Article 13.5 of the **GCC**, in case requested by the **Program Operator**.

**Annex No. 3 to the Partnership Agreement****Article 7. TOTAL ELIGIBLE EXPENDITURE, PROJECT GRANT AND PROJECT CO-FINANCING**

- 7.1. The maximum amount of the **Total eligible expenditures** allocated for the **Project** is specified in Article 2.1.1 of the **Grant Offer Letter**. The maximum amount of the **Total eligible expenditures** for the **Project Promoter** and the maximum amount of the **Total eligible expenditures** for each **Partner** are specified in Article 2.3 of the **Grant Offer Letter**.
- 7.2. Under the terms and conditions stipulated in this **Contract**, the **EEA FM Legal Framework** and the **Implementation Rules**, the **Programme Operator** shall provide to the **Project Promoter** the **Project grant** in the maximum amount specified in Article 2.1.2 of the **Grant Offer Letter**.
- 7.3. The maximum amount of the **Project grant** is specified in Article 2.1.2 of the **Grant Offer Letter**. The maximum amount of the **Project grant** for the **Project Promoter** and the maximum amount of the **Project grant** for each **Partner** are specified in Article 2.4 of the **Grant Offer Letter**.
- 7.4. The amount of the **Project co-financing** for the **Project Promoter** and the amount of the **Project co-financing** for each **Partner** are specified in Article 2.5 of the **Grant Offer Letter**. The **Project Promoter** undertakes to ensure the **Co-financing** of the project in the amount according to Article 2.1.4 and 2.1.5 of the **Grant Offer Letter**.
- 7.5. If the amount of the **Total eligible expenditures** of the **Project Promoter** changes due to, in particular, but not limited to, a **Financial correction** determined pursuant to Article 13.2 of the **GCC**, the grant rate pursuant to Article 2.1.3. of the **Grant Offer Letter** shall remain unchanged.
- 7.6. The final amount of the **Project grant** provided for the implementation of the **Project** will be determined on the basis of the **Eligible expenditures actually incurred** by the **Project Promoter** and each **Partner**, however, the maximum amount of the **Project grant** specified in Article 2.1.2 of the **Grant Offer Letter** and the maximum grant rate referred to in Article 2.1.3 of the **Grant Offer Letter** may not be exceeded in any case.
- 7.7. The **Project Promoter** acknowledges that the provisions of this Article are without prejudice to the right of the **Programme Operator** or other **Authorised person** to determine a **Financial correction** pursuant to Article 13.2 of the **GCC**, reducing the maximum amount of the **Total eligible expenditure** of the **Project**.

**Article 8. PROJECT IMPLEMENTATION PERIOD AND EXPENDITURE ELIGIBILITY PERIOD**

- 8.1. The **Project Promoter** is only entitled to realize expenditures from the **Project grant** only in the period starting on the day specified in Article 1.3.5 of the **Grant Offer Letter** and ends no later than according to Article 2.2.2 of the **Grant Offer Letter** (hereinafter referred to as “the **Period of eligibility of expenditures**”); any **Material implementation of expenditure** as well as any **Financial implementation of expenditure** must start and end (i.e., the expenditure must be made/paid) within the **Period of eligibility of expenditures**.
- 8.2. The costs to which the related accounting document was issued in the last month of the **Period of eligibility of expenditures** may be considered by the **Programme Operator** as having been incurred during the **Period of eligibility of expenditures**, provided that these costs have been reimbursed within thirty (30) days of the last day of the **Period of eligibility of expenditures**.

**Article 9. PROJECT COMPLETION AND PROJECT SUSTAINABILITY PERIOD**

- 9.1. The **Project Promoter** undertakes to complete the **Project** as and when due. The **Project** is considered to be completed as and when due if The **Project Promoter** ensured the implementation of the **Project Activities**, all required **Project outcomes**, **Project outputs** and their respective indicators have been achieved and met by the last day of the **Project implementation period**, the **Project Promoter** has submitted to the **Programme Operator** a completed **Final project report** within thirty (30) working days of the final project report having been made available by the **Programme Operator**, the **Programme Operator** has approved the **Final project report** and the Parties have settled all their liabilities, including

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- financial and other legal claims of the Parties, arising under this **Contract** and/or generally binding laws and regulations of the Slovak Republic.
- 9.2. If the **Project** has not been completed by the last day of the **Period of eligibility of expenditures**, the **Project Promoter** undertakes to complete the **Project** using its **Own additional funds** within a reasonable period specified by the **Programme Operator** or the **FMC**. Where the **Project Promoter** is in default with its obligation to complete the **Project** using its **Own additional funds** within the specified period, the **Programme Operator** becomes entitled to the return of the full amount of the **Project grant** already provided, or portion thereof, in accordance with a decision by the **FMC** pursuant to Article 8.13.4 of the **Regulation**.
- 9.3. The **Programme Operator** is also entitled to terminate the **Project** prior to its completion date, i.e. an early termination, even without approving the **Final project report**, due to, in particular, but not limited to, the occurrence of an **Irregularity** or **Suspicion of irregularity**, if the **Project Promoter** cannot continue the implementation of the **Project** and/or the **Project Promoter** cannot provide the **Project grant** pursuant to this **Contract**, the **EEA FM Legal Framework** or the **Implementation Rules**.
- 9.4. In the case of an early termination of the **Project** pursuant to Article 9.3 above, if the **Project Promoter** has not become obliged to return the full amount of the **Project grant** already provided, the **Programme Operator** reserves the right to specify the commencement and end of the **Project sustainability period**, taking in particular into account the amount of the provided **Project grant** and the **Project** objective. The termination of the **Project** means that the **Project implementation period** has ended as well.
- 9.5. The **Project sustainability period** commences on the day when the **Final project report** is approved by the **Programme Operator** and lasts throughout the period specified in Article 5.6.1 of the **Grant Offer Letter**.
- 9.6. The **Project Promoter** shall maintain the **Project outputs** and comply with the conditions stipulated in Article 5.6.2 and 5.6.3 of the **Grant Offer Letter** and Article 11 of the **GCC** throughout the **Project sustainability period**. In the case of a failure, or if in default with meeting this requirement, the **Project Promoter** shall return the full amount of the **Project grant** already received, or portion thereof, pursuant to Article 13.5 of the **GCC**.

**Article 10. ELIGIBLE EXPENDITURE**

- 10.1. The **Parties** have agreed that the **Project grant** may be used under this **Contract** only to cover actually incurred, justified and duly provable **Eligible expenditures**, which were duly declared by the **Project Promoter** in the an **Interim project report**, resp. the **Final project report** and subsequently approved by the **Programme Operator**.
- 10.2. **Eligible expenses** under the **Project** are considered to be expenses (costs) according to Chapter 8 of the **Regulation** and Article 11 of this **Contract**, which:
- 10.2.1. relates to the subject of this **Contract** and are indicated in the **Project budget**, which is part of Annex no. 1 to this **Contract**,
- 10.2.2. have been established and meet the eligibility criteria under the **EEA FM Legal Framework**, in particular Article 8.2, 8.3 and 8.5 of the **Regulation**, the **Implementation Rules** and this **Contract**,
- 10.2.3. were incurred by the **Project Promoter**, resp. **Partner** during the **Period of eligibility of expenditures** and in accordance with the **Legislation of the Slovak Republic and the EU**, resp. with the legislation of the **Partner** country, if the **Project** is implemented in partnership and in accordance with the conditions set out in this **Contract**.
- 10.3. The **Project Promoter** acknowledges that the approval of the **Interim project report** and the **Final project report** does not affect the right of the **Programme Operator** or other **Authorised person** to proceed in accordance with Article 13 of the **GCC**, if there are **Irregularities** and/or **Suspected irregularities** in the **Project**.
- 10.4. The **Programme Operator** shall assess the eligibility of the **Declared expenditures** pursuant to this **Contract**, the **EEA FM Legal Framework**, the **Implementation Rules** and the **Slovak and EU legislation**

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- and reserves the right to decide whether a **Declared expenditure** meet the criteria pursuant to Article 10.2 above.
- 10.5. The **Project Promoter** is obliged at any time during the validity and effectiveness of this **Contract** demonstrate the eligibility of an expenditure covered from the **Project grant** pursuant to this **Contract**, **the EEA FM Legal Framework**, in particular Article 8.12 of the **Regulation**, **the Implementation Rules**, **with national legislation and EU legislation**.
- 10.6. Not applicable.
- 10.7. The report of the independent and certified auditor or independent and relevant public official according to Article 8.12.4 of the **Regulation**, confirming that the **Declared expenditures** were incurred in accordance with the Regulation, national legislation and accounting regulations of the **Partner** country whose primary registered office is not in the Slovak Republic is considered sufficient proof eligibility of expenses incurred by the **Partner**. This shall apply accordingly to international organizations and their bodies and agencies.
- 10.8. If the **Project Promoter**, or **Partner**, is a VAT payer pursuant to Act No.. 222/2004 Coll. on value-added tax, as amended, VAT is not considered an eligible expenditure, therefore, the **Project Promoter**, or **Partner**, is only entitled to use the **project grant** to pay for the expenditure in an amount net of VAT. If the **Project Promoter**, or **Partner**, changes its status from a VAT payer to a person that is not a VAT payer, the amount of the **Project grant** for the **Project Promoter**, or of the **Project grant** for the **Partner**, as specified in Article 7.3 of the **Project Contract**, shall remain unchanged. If the **Project Promoter**, or **Partner**, changes its status from a person that is not a VAT payer to a VAT payer throughout the **Period of eligibility of expenditures**, the maximum amount of the **Project grant** for the **Project Promoter**, or of the **Project grant** for the **Partner**, as specified in Article 7.3 of the **Project Contract**, shall be reduced by a VAT rate applicable at the time when the change occurred.

#### Article 11. SPECIAL RULES FOR THE ELIGIBILITY OF EXPENDITURE

- 11.1. There are no specific rules for the eligibility of expenditure.

#### Article 12. STATE AID

If it is stated in Article 8 of the **Grant Offer Letter**, the provision of a **Project grant**, resp. its part under this **Contract** is considered in relation to the **Project Promoter** or **Partner** as the provision of state aid, resp. De minimis aid.

#### Article 13. SPECIAL PROVISIONS

- 13.1. The **Parties** have agreed that:
- 13.1.1. the right to the **Advance Payment** according to Article 3.2 of the **GCC** arises only after the fulfilment of the obligations under Article 5.3 of the **Grant Offer Letter**,
- 13.1.2. the right to a refund of the retention fee (final payment) according to Article 3.3.1 of the **GCC** arises for the **Project Promoter** only after the fulfilment of obligations according to Article 5.4 of the **Grant Offer Letter**,
- 13.1.3. unless the context indicates otherwise, any reference in the **Contract** to any document means the relevant document as amended and any other change and any reference to any law means the applicable law as amended (including recodifications). This provision does not affect the interpretation of the terms referred to in Article 1 of the **GCC** according to Article 3.1 of this **Contract**.



**Annex No. 3 to the Partnership Agreement****Article 14. SECURING OF OBLIGATIONS**

Not applicable.

**Article 15. VALIDITY AND EFFECT OF THE CONTRACT**

- 15.1. This **Contract** becomes valid on the day of its signing by both **Parties**.
- 15.2. Pursuant to §5a(1) of Act No. 211/2000 Coll. on free access to information and on amendments to certain acts (hereinafter referred to as the "**Freedom of Information Act**"), this **Contract** is a contract whose publication is mandatory, and takes effect on the day following the day on which it is published in the Central Register of Contracts. While respecting the protection of personality and personal data, the **Parties** declare that the **Contract** does not contain any protected information that cannot be disclosed in accordance with the relevant provisions of the Freedom of Information Act, as a result of which they agree to its disclosure.
- 15.3. This **Contract** has been concluded for a definite period of time and its validity and effect shall end either on the day of expiry of the **Project sustainability period** or on the day of the expiry of three (3) years from the date of approval of the **Final report** on the **FMC** program, whichever occurs later. The **Programme Operator** shall publish the date of approval of the final programme report by the **FMC** on its website.

**Article 16. AMENDMENTS TO THE CONTRACT**

- 16.1. This **Contract** may only be amended by way of mutual agreement of both **Parties**, and any amendments must be made in the form of a written and numbered amendment to the **Contract**, unless otherwise specified in the **Contract**.
- 16.2. The Parties shall discuss any proposals to amend the content of this **Contract** not later than 30 working days of the receipt of a written proposal for amendment. The **Project Promoter** undertakes to inform the **Partner** in good time of any changes to the **Contract** that affect or may affect the **Partner**.
- 16.3. The Parties have agreed and consented that, where changes are made in the documents constituting the **EEA FM Legal Framework** and/or **Implementation Rules** or where new documents are issued, the **Programme Operator** shall publish the new wording of such documents and/or new documents at its website at [www.minzp.sk/eeq](http://www.minzp.sk/eeq). In particular, a **Project Promoter's** conclusive expression of will consisting of the performance of actual or legal actions by which it continues the contractual relationship is considered the **Project Promoter's** statement of consent and will to be bound by an amended or new document. Such actions especially involve the submission of **Interim project reports**, receipt of a **Project grant** payment, etc. As of that moment, the **Parties** shall be governed by and proceed in compliance with the amended documents. This provision does not affect the interpretation of the terms referred to in Article 1 of the **GCC** according to Article 3.1 of this **Project Agreement**.
- 16.4. The Parties have agreed that no amendment to the **Contract** is necessary in the case of a change in the contact information included in Article 1 of the **Project Contract** and in **Article 1.1** of the **Grant Offer Letter** unless it results in a change of the **Project Promoter** entity. This provision shall be without prejudice to the obligations of the **Project Promoter** pursuant to Article 7.2.2 of the **GCC**.
- 16.5. Any provision of this **Contract** that becomes invalid as a consequence of its conflict with the applicable laws of the Slovak Republic, the **EEA FM Legal Framework** or the **Implementation Rules** shall not prejudice to the validity of the **Contract** in its entirety. In that case, the **Parties** undertake to immediately replace, by way of mutual negotiations, the invalid provision with a new, valid provision that is not in conflict with the law so that the content, intent and purpose pursued by the **Contract** and the provision being replaced are preserved.

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**Article 17. FINAL PROVISIONS**

- 17.1. Any rights and obligations under this **Contract** are also transferred on legal successors of the **Parties**.
- 17.2. Any disputes arising under this **Contract** shall preferably be resolved through an amicable settlement. Where no amicable settlement can be achieved, the **Parties** shall submit their dispute to a competent court in the Slovak Republic.
- 17.3. This **Contract** has been executed in five (5) counterparts; one (1) counterpart for the **Project Promoter** and four (4) counterparts for the Programme Operator.
- 17.4. All documents of the **Project Promoter** submitted to the **Programme Operator** must be undersigned by its statutory representative and translated if necessary into the English language. The **Project Promoter** shall be liable for the accuracy of the translations provided, as well as for any consequences arising from inaccurate translation.
- 17.5. Not later than upon the submission of the first official document, the **Project Promoter** shall provide a notarised specimen signature of its statutory representative. If the statutory representative is replaced, the **Project Promoter** shall provide the **Programme Operator** with a specimen signature of a new statutory representative without delay, however, not later than within 5 working days of the effective day of that replacement.
- 17.6. The **Parties** represent that their will expressed in this **Contract** is free and serious, that they have duly read the text of this **Contract** and understood its content, that they do not enter into this **Contract** under duress and noticeably unfavourable conditions, and that their freedom to enter into contracts is not otherwise restricted. In witness of their will to be bound by this **Contract**, the **Parties** have attached their signatures hereunto.
- 17.7. The Annexes are an inseparable part of the **Contract**:

Annex 1 **Grant Offer Letter**,

Annex 2 **General Conditions of Contract**

In Bratislava on .....

In .....on.....

.....  
**Ministry of Environment of the Slovak Republic**  
represented by  
Ján Budaj  
minister

.....  
**The Capital City of the Slovak republic Bratislava**  
represented by  
Ing. arch. Matúš Vallo  
mayor

## Annex No. 4 to the Partnership Agreement

## GENERAL CONDITIONS OF PROJECT CONTRACT

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## Annex No. 4 to the Partnership Agreement

## ARTICLE 1. GENERAL PROVISIONS

## 1.1. Abbreviations

<b>EU</b>	European Union
<b>EEA FM</b>	Financial Mechanism of the European Economic Area
<b>NMFA</b>	Norwegian Ministry of Foreign Affairs
<b>NFM</b>	Norwegian Financial Mechanism
<b>NFP</b>	National Focal Point
<b>SR</b>	Slovak Republic
<b>FMO</b>	Financial Mechanism Office
<b>FMC</b>	Financial Mechanism Committee

## 1.2. Definitions

- 1.2.1. **Administrative financial verification** – procedure according to Act no. 357/2015 Coll. on Financial Control and Audit and on Amendments to Certain Acts, as amended, through which the **Programme Operator** verifies the eligibility of expenditure, progress of implementation, and correctness and completeness of reports. It is conducted on the basis of the documents submitted by the **Project Promoter**.
- 1.2.2. **Project Activities** – specific coherent actions to achieve **project results**. Project activities are usually directly linked to indicators of **Project results**.
- 1.2.3. **Without delay** – no later than 5 working days from the occurrence of the fact that is decisive for the calculation of the time limit; this does not apply if a specific provision of the **Project Contract** provides for a different time limit applicable to a specific case.
- 1.2.4. **Total eligible expenditure** – the maximum amount of expenditure as specified in a **Project Contract** (quantified in Annex 1) which has been allocated for **Project** financing. The **total eligible expenditure** is the sum of **direct expenditures, indirect costs, reserve and in-kind contribution**. Where the **declared eligible expenditures** exceed the sum of **total eligible expenditures**, the difference shall be paid by the **Project Promoter** from its **own additional funds**. If a **Project** is implemented in a partnership, the **total eligible expenditures** are divided into **total**

**eligible expenditures** of the **Project Promoter** and **total eligible expenditures** of the **Partner** and are separately specified in Annex 1 to the **Project Contract**. The maximum amount of the **total eligible expenditures** shall be reduced by the amount allocated for the **financial correction** pursuant to Article 13.2 of the **GCC**.

- 1.2.5. **Certifying Authority** – is a national public entity, functionally independent from the **Audit Authority** and the **Programme Operator**, responsible for receiving payments from **Donor States** under the **EEA FM/NFM** through the **FMO**, for making payments to **Programme Operators** and for certifying the interim financial report and the final report of the Programme before they are sent to the FMO. In the **Slovak Republic**, the **Certifying Authority** is the Ministry of Finance of the Slovak Republic.
- 1.2.6. **Programme objective** – represents long-term effects contributing to the reduction of economic and social disparities in the European Economic Area and to the strengthening of bilateral relations between **Donor States** and Beneficiary States.
- 1.2.7. **Project objective** – represents long-term effects by which the **Project** contributes to long-term effects contributing to the reduction of economic and social disparities in the European Economic Area and to the strengthening of bilateral relations between **Donor States** and Beneficiary States.
- 1.2.8. **Date of expenditure** – the last day of the **financial implementation of expenditure** where the **material implementation of expenditure** precedes the **financial implementation of expenditure**, or the last day of the **material implementation of expenditure** where the **financial implementation of expenditure** precedes the **material implementation of expenditure**.
- 1.2.9. **Declared expenditure** – expenditures incurred by the **Project Promoter** in the previous **reporting period** that are declared and claimed in a **List of Accounting Documents**.
- 1.2.10. **Project implementation period** – a period, the beginning of which is defined in para. 1.3.5 of the **grant offer**, and the end of which is determined either by the approval of the **final project report** by the **Program Operator** or by the expiry of the deadline for eligibility of expenditures referred to

## Annex No. 4 to the Partnership Agreement

- in para. 2.2.2 of the **grant offer**, whichever is earlier.
- 1.2.11. **Project sustainability period** – the period of **Project** operation after approval of the final project report as specified in the **Project Contract**.
- 1.2.12. **Own additional funds – Project Promoter’s** own funds spent in excess of **project co-financing**; these funds represent financial resources used by the **Project Promoter** or **Partner** to cover the expenditures which they subsequently claim from the **project grant** through the system of reimbursement, or **ineligible expenditures** which the **Project Promoter** is required to declare if they were included in a **Project** budget, or if they have been incurred as a result of a **financial correction**, or if any Authorised person so requests.
- 1.2.13. **Documentation** – any information or set of information captured in material form, including electronic documents in computer file formats, concerning and/or related to the **project**.
- 1.2.14. **Evaluation** – a systematic, objective and independent assessment of the design, implementation and results achieved by the **Programme** or the **Projects** with the aim of determining the relevance, effectiveness, efficiency, economy, impacts and sustainability of the financial contribution.
- 1.2.15. **On-site financial control** – procedure according to Act no. 357/2015 Coll. on Financial Control and Audit and on Amendments to Certain Acts, as amended, by which the **Program Operator** verifies in particular the eligibility of expenditures and the real (actual) delivery of goods, work and services declared in the accounting documents and **supporting documentation** on site of the **Project Promoter** and/or **Partner**, if the **Project** is implemented in partnership.
- 1.2.16. **Financial correction** – a financial measure in the **Project** that can be applied by the **Programme Operator** or other **authorised person** due to the occurrence of an **irregularity** or **suspected irregularity**; when determining the amount of the **financial correction**, account is taken of the nature, gravity, scope and financial impact of the **irregularity**. Where the **financial correction** is applied, the **Project Promoter** shall return the provided **project grant** to the bank account of the **Programme Operator** in the amount, manner and within the deadline under this **Project Contract** or as specified by the **Programme Operator** and/or other **authorised person**; the amount of the financial correction is subtracted from the **total eligible expenditures**.
- 1.2.17. **Financial implementation of expenditure** (hereinafter also referred to as “payment”) – any funds sent as a payment to a supplier/contractor/employee for the delivery of goods, services and work, or their payment in cash.
- 1.2.18. **European Economic Area Financial Mechanism 2014 – 2021** – a mechanism established under Protocol 38c to the European Economic Area (EEA) Agreement on the EEA Financial Mechanism 2014 – 2021 under which Iceland, Liechtenstein and Norway contribute to the reduction of economic and social disparities in the European Economic Area and to the strengthening of relations with the Beneficiary States through financial contributions in specified programme sectors.
- 1.2.19. **Memorandum of Understanding on the Implementation of the EEA Financial Mechanism 2014–2021** – an international agreement concluded between the **SR** and **Donor States**, laying down the fundamental frameworks for the implementation of the **EEA FM** in the **SR**.
- 1.2.20. **Memorandum of Understanding on the Implementation of the Norwegian Financial Mechanism 2014–2021** – an international agreement concluded between the **SR** and the Kingdom of Norway, laying down the fundamental frameworks for the implementation of the **NFM** in the **SR**.
- 1.2.21. **Milestones** – key steps in the implementation of the **Project**. Milestones help track **Project** implementation. They also highlight the risks that should be considered when planning and implementing the **Project**.
- 1.2.22. **Extraordinary Payment** – In justified cases and at the discretion of the **Programme Operator**, an extraordinary payment may be provided to the **Project Promoter** in order to secure sufficient funds for the implementation of the **Project** to avoid liquidity problems provided that the **Programme Operator** has sufficient capacity to make such payment. Extraordinary payments are paid through a system of advance payments or

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- reimbursements and are calculated towards the amount of provided **Project Grant** payments.
- 1.2.23. **Ministry of Foreign Affairs of the Kingdom of Norway** – an entity that manages the **NFM** at the international level.
- 1.2.24. **Monitoring** – the objective observation of **Project** implementation with the aim of comparing the progress made in **Project** implementation against the expected **programme objective** and **programme output** in order to identify potential problems in a timely manner so as to allow for corrective action.
- 1.2.25. **Monitoring report** – a report on the monitoring of **Project** implementation prepared by the **Programme Operator** for the **Project**.
- 1.2.26. **Regulation on the implementation of the EEA Financial Mechanism 2014 – 2021** – the basic implementing regulation adopted by the **FMC** to govern the implementation of the **EEA FM**.
- 1.2.27. **Regulation on the implementation of the Norwegian Financial Mechanism 2014 – 2021** – the basic implementing regulation adopted by the **NMFA** to govern the implementation of the **NFM** in the **SR**.
- 1.2.28. **National Focal Point** – a national public entity that has the overall responsibility for the management and implementation of the **EEA FM** and the **NFM** in the **SR**.
- 1.2.29. **Deficiency** – an identified failure that can, and needs to be corrected without classifying it as an **irregularity**.
- 1.2.30. **Indirect costs** – all eligible costs of the **Project** that cannot be directly attributed to the **Project** by the **Project Promoter** and/or the **Partner**, but can be identified and justified by their accounting system as costs incurred in direct relation to the eligible direct costs of the **Project**.
- 1.2.31. **Irregularity** – as defined in Article 13.1 of the **GCC**.
- 1.2.32. **Ineligible expenditure** – any expenditure that does not meet the eligibility criteria pursuant to the **Project Contract**, the **EEA FM/NFM**<sup>1</sup> **Legal Framework** or the **Implementation Rules**.
- 1.2.33. **Norwegian Financial Mechanism 2014 – 2021** – a mechanism established under the Agreement between the Kingdom of Norway and the European Union on the Norwegian Financial Mechanism 2014 – 2021 under which the Kingdom of Norway contributes to the reduction of economic and social disparities in the European Economic Area (EEA) and to the strengthening of its relations with Beneficiary States through financial contributions in specified priority sectors.
- 1.2.34. **Authorised person** – a person authorised to **control the project**, defined in Article 6.2 of the **GCC**.
- 1.2.35. **Eligible expenditure** – any expenditure that meets the eligibility criteria specified in the **Implementation Rules**, the **EEA FM/NFM Legal Framework** and this **Project Contract**.
- 1.2.36. **Audit Authority** – a national public entity, functionally independent of the **NFP**, the **Certifying Authority** and the **Programme Operator**, designated by the Beneficiary State and responsible for verifying the effective functioning of the management and control systems of the **EEA FM** and the **NFM**. In the **SR**, the **Audit Authority** is the Ministry of Finance of the Slovak Republic.
- 1.2.37. **Partner** – an entity actively participating and effectively contributing to the **Project** implementation. The **Partner** and the **Project Promoter** have a common economic or social goal, which is to be fulfilled by the implementation of the **Project**. The establishment and implementation of the relationship between the **Project Promoter** and the **Partner** must be in accordance with the applicable national and **EU** law on public procurement, as well as with Art. 8.15 of the Regulations. There must be no supplier-customer relationship between the **Project Promoter** and the **Partner** within the **Project**. These entities have separate budgets, separately awarded **project grants** and separate **project co-financing**, which, however, is based on their mutual agreement. If the **Project** is implemented in

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<sup>1</sup> Throughout the **GCC** text, the relevant legal framework is applied depending on the respective financial mechanism

under which the **Project** is funded pursuant to the **project contract**.

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- partnership, the **Project Promoter** will enter into a **Partnership Agreement** with the **Partner**.
- 1.2.38. **Cash co-financing** – a financial (cash) contribution which the **Project Promoter** and/or the **Partner** contributes to the implementation of the **Project**.
- 1.2.39. **Suspicion of irregularity** – a situation when the **Programme Operator**, the **Project Promoter** or **authorised persons** reasonably suspect that an infringement of the **EEA FM/NFM Legal Framework, the Implementation Rules, national and EU legislation** or the provisions of this **Project Contract** occurred within the **Project** that harms, interferes with, or affects the implementation of the **EEA FM** or the **NFM**, in particular when it concerns the implementation and/or budget of the **Project** or **Programme**, but, based on the information available at that time, the infringement cannot be clearly proved or substantiated by evidence.
- 1.2.40. **Supporting documents** – the documents submitted by the **Project Promoter** and the **Partner** pursuant to the **EEA FM/NFM Legal Framework and the Implementation Rules**.
- 1.2.41. **Detailed evaluation report** – a report prepared by the **Programme Operator** prior to the signing of a **Project Contract** with the aim of ensuring financial and material effectiveness of the **Project** and assessing possible risks of its implementation.
- 1.2.42. **Grant offer**– an offer in which the **Programme Operator** notifies the **Project Promoter** of the approval of its **project application** and the conditions for the implementation of the **Project** from the **project grant**; the **grant offer** constitutes Annex 1 to this **Project Contract**.
- 1.2.43. **Implementation Rules** – a set of documents approved by a resolution of the Government of the SR or issued by the entities responsible for the management and control of the **EEA FM** and the **NFM** implementation, namely by the **NFP, Certifying Authority, Audit Authority** or the **Programme Operator**, that consists of the following documents binding for the **Project Promoter** to the extent they apply to the **Project Promoter**:
- a. The management system for the European Economic Area Financial Mechanism and the Norwegian Financial Mechanism for the 2014 – 2021 programming period;
  - b. The funding and financial management system for the European Economic Area Financial Mechanism and the Norwegian Financial Mechanism for the 2014 – 2021 programming period;
  - c. **The Guideline for the Project Promoters and Partners** and other guidelines and instructions issued by the **NFP, Certifying Authority** or **Programme Operator**.
- 1.2.44. **EEA FM Legal Framework** – a set of regulations consisting of the following documents:
- a. Protocol 38c to the EEA Agreement on the EEA Financial Mechanism 2014 – 2021;
  - b. **Memorandum of Understanding on the Implementation of the EEA Financial Mechanism 2014 – 2021**
  - c. **Regulation on the implementation of the EEA Financial Mechanism 2014 – 2021**, including annexes;
  - d. **Programme Agreement**;
  - e. any guidelines issued by the **FMC** in consultations with the **SR**.
- 1.2.45. **NFM Legal Framework** – a set of regulations consisting of the following documents:
- a. the Agreement between the Kingdom of Norway and the European Union on the Norwegian Financial Mechanism for 2014 – 2021;
  - b. **Memorandum of Understanding on the Implementation of the Norwegian Financial Mechanism 2014 – 2021**;
  - c. **Regulation on the implementation of the Norwegian Financial Mechanism 2014 – 2021**, including annexes;
  - d. **Programme Agreement**;
  - e. any guidelines or directives issued by the **NMFA** in consultation with the **SR**.
- 1.2.46. **Direct expenditures** – expenditures that are identified by the **Project Promoter** or the **Partner** in accordance with their accounting principles and usual internal rules as specific expenditures directly related to the implementation of the **Project** and can therefore be directly charged to the **Project**.
- 1.2.47. **Interim project report** – a report submitted by the **Project Promoter** to the **Programme Operator** for the **reporting period** to inform the **Programme Operator** about the financial and material progress made under the **Project**, and to request the payment and report the provided

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- project grant** payments; an **interim project report** form is prepared by the **NFP**.
- 1.2.48. **Interim payments** – all payments made on the basis of the submitted **interim project report**. **Interim payments** shall be made as advance payments or reimbursements and shall be numbered in the order in which they are made. If the **interim payment** is paid as an advance payment, the maximum amount of the **interim payment** is set out in the **grant offer** depending on the duration of the **Project**.
- 1.2.49. **In-kind Contribution** – a non-financial contribution in the form of voluntary activities through which the **Project Promoter** and/or the **Partner** contributes to the implementation of the **Project**.
- 1.2.50. **EEA FM Donor State** – the Kingdom of Norway, Liechtenstein and Iceland.
- 1.2.51. **NFM Donor State** – the Kingdom of Norway.
- 1.2.52. **Guideline for the Project Promoters and Partners** – a guide issued by the NFP, governing in detail the processes and procedures for the implementation of the **EEA FM** and the **NFM** at national level.
- 1.2.53. **Project grant** – a financial contribution, excluding the co-financing provided by the **Project Promoter**, awarded by the **Programme Operator** to the **Project Promoter** for the implementation of the **Project**.
- 1.2.54. **Project account** – a special non-interest-bearing bank account or accounts of the **Project Promoter** specified in the **Project Contract**, which the **Project Promoter** opens in accordance with the currently valid version of chapters 4.6.7 et seq. of the **Funding and Financial Management System** to which the **Program Operator** transfers the **project grant** to the **Project Promoter** under the conditions set out in the **Project Contract**.
- 1.2.55. **Reporting period** – (hereinafter also referred to as “accounting period”) – a period covered by an **interim project report** or **final project report**.
- 1.2.56. **Reserve** – funds that are not directly assigned to a specific **budget chapter, type of expenditure or project activity**. The **reserve** may be determined before the start of the **Project** implementation and may also arise under any **budget item** during the implementation of the **Project**, e.g. due to savings, however, the **reserve** may not exceed 5% of the **total eligible expenditures** of the **Project**. If the **reserve** due to savings, e.g. in the case of public procurement, has exceeded the specified limit, the **Program Operator** will communicate with the **Project Promoter** how to effectively use the remaining savings for the benefit of the **project output** and the **project results**.
- 1.2.57. **Results-Based Management** – is a management strategy that focuses on achieving specified outputs and results, on measuring performance, learning and adapting to changing conditions, as well as on reporting on the achieved results. **Project budget** – the budget, which forms part of the **Project Contract** and which classifies the planned expenditures into **budget (expenditure) items** related to the **project activities**.
- 1.2.58. **Budget (expenditure) item** – the lowest level of the budget structure that is assigned to the **project activities, budget chapter** and to the **category (type) of expenditure**.
- 1.2.59. **Budget chapters** – groups of **budget (expenditure) items**, e.g. expenditures on infrastructure, expenditures on publicity, expenditures on the purchase of equipment, etc. **Budget chapters** are usually prescribed by the **Program Operator**.
- 1.2.60. **Actually incurred eligible expenditures** – any expenditures acknowledged as eligible by the **Programme Operator**, the **NFP, Certifying Authority** and **FMC** or the **NMFA**. This amount may additionally be reduced by the amount of a **financial correction**.
- 1.2.61. **Project co-financing** – a **financial or in-kind contribution**; the sum of **project co-financing** and **project grant** equal to **total eligible expenditures** of the **Project**.
- 1.2.62. **Systems for project financing:**
- a. advance payment;
  - b. reimbursement as the single system of financing;
- 1.2.63. **Type (category) of expenditure** – classification of expenditure according to Art. 8.3 to 8.5 of the **Regulations**.
- 1.2.64. **FMO** – a body designated by **Donor States** to be responsible for the day-to-day management and operation of the **EEA FM** and **NFM**.
- 1.2.65. **Material implementation of expenditure** – in particular, delivery of goods, services or works.
- 1.2.66. **FMC** – entity that manages **EEA FM**.



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- 1.2.67. **Project results** – goods, assets and services provided by the **Project** to the direct target group.
- 1.2.68. **Project output** – short-term and medium-term impacts of the **Project** on the target group or final beneficiaries.
- 1.2.69. **Retention** – the amount of funds from the **project grant**, retained in the **Programme Operator's** accounts from each payment or after the payment of a certain percentage of the **project grant**, which the **Programme Operator** will pay after the approval of the **final project report**.
- 1.2.70. **Advance payment** – the amount of funds that are necessary to cover the estimated part of the **Project's** expenditures until the expected payment of the first **interim payment**. The maximum amount of the **advance payment** is set out in the **grant offer** depending on the duration of the **Project** implementation.
- 1.2.71. **Final project report** – a document prepared by the **Project Promoter** and submitted to the **Programme Operator** which documents an overall accomplishment of **project objectives**, **project outcomes** and **project outputs**, and a summary of the **project** implementation.
- 1.2.72. **Final payment** – payment paid based on approval of the **final project report**. The resulting amount of the **final payment** represents the amount of **expenditures actually incurred**, from which all provided **project grant** payments are deducted, and to which the **retention**, if relevant, is added.
- 1.2.73. **List of accounting documents** – a document containing individual **declared expenditures** categorised to **budget items** and assigned to **project activities** and to the entity that implemented the expenditure.
- c. the **EEA FM/NFM Legal Framework**, to the extent it applies to project promoters and partners and to implementation of projects;
- d. the **Implementation Rules**, to the extent they apply to project promoters and partners and to the implementation of projects;
- e. the valid legislation of the **SR** and the **EU**.
- 2.1.2. The documents constituting the **EEA FM Legal Framework**, the **NFM Legal Framework** and the **Implementation Rules** are not considered a generally binding legislation; however, in conjunction with this **Project Contract**, they stipulate the conditions for the provision of a **project grant** and implementation of a **project**. These documents are published on the website of the **FMO, NFP, Certifying Authority** and/or **Programme Operator**. The **Project Promoter** hereby represents to have acquainted itself with these documents and undertakes to respect them to the extent they apply to it and to the implementation of the projects. Any act in conflict, or any omission to act in line, with these documents is considered a breach by the **Project Promoter** of its obligations under this **Project Contract**.
- 2.1.3. **The Project Promoter** further undertakes to:
- a. meet the **project objective** through achieving each **project outcome** and **project output**, including their indicators, in the scope and manner stipulated in this **Project Contract**, by the end of the **project implementation period**;
- b. sustain each **project outcome** and **project output**, including their indicators, in the scope and manner stipulated in this **Project Contract**, throughout the entire **project sustainability period**;
- c. ensure that the **project grant** is used in compliance with this **Project Contract** and with the principles of economy, efficiency and effectiveness; exclusively to reimburse the **eligible expenditures** related to **project activities** and for the purpose of meeting the **project objective**, **project output** and **project results**.
- d. in case the amount of grant is not 100%, ensure and provide **project co-financing** for the implementation of the **project** in the total amount as specified in paragraphs 2.1.4 and 2.1.5 of the **grant offer**, if relevant;
- e. ensure its **own additional funds** for the implementation of the project, in particular to

**ARTICLE 2. OBLIGATIONS OF THE PARTIES**

**2.1. General obligations of the Project Promoter**

- 2.1.1. **The Project Promoter** undertakes to ensure the implementation of a **project** in full compliance with:
- a. the **Project Contract**;
- b. the approved **project application**, as may be amended;

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- reimburse **ineligible expenditures** that are planned under the **project budget** and **ineligible expenditures** that cannot be reimbursed from the **project grant** but are essential to the completion of the project; they primarily include expenditures incurred due to a **financial correction**, an overrun of the **project budget** or failure to meet other expenditure eligibility criteria under this **Project Contract**, the **EEA FM/NFM Legal Framework** and the **Implementation Rules**;
- f. ensure that the **project** be completed by the end of the **project implementation period**;
- g. ensure that its internal accounting and review procedures permit direct reconciliation of the **declared expenditures, actually incurred eligible expenditures** and revenues, if any, from the **project** with the corresponding accounting statements and **supporting documents**;
- h. ensure that the **declared expenditures** are reasonable and essential to the implementation of the **project**, verifiable and identifiable, and implemented and accounted for in accordance with this **Project Contract**, the **EEA FM/NFM Legal Framework**, the **Implementation Rules** and with the requirements under the applicable **SR** and **EU** legislation, as well as under the legislation of a **Partner's** country of residence, where the **project** is implemented in partnership with a foreign **Partner**;
- i. ensure that the information provided by, through or on its behalf, in particular where they concern the performance under this **Project Contract**, are authentic, true, accurate and complete;
- j. ensure photographic documentation, including commentaries, of the activities performed under the **project**, consistently documenting the process of **project** implementation, and to provide it to the **Programme Operator** for further distribution without any restrictions at any time during the validity and effectiveness of this **Contract**;
- k. keep this **Project Contract**, including its amendments, if any, as well as to keep and make at any time available to the **Programme Operator** and other **authorised person** all documents directly or indirectly related to the award of the **project grant** and/or to the implementation of the **project**, pursuant to Act No. 431/2002 Coll. on accounting and Act No. 395/2002 Coll. on archives and registers as amended, and according to the legislation of the Partner's country of residence, where the project is implemented in partnership with a foreign partner, until the end of the validity and effectiveness of this **Project Contract**;
- l. provide, without delay, the **Programme Operator** with all the information related to the **Project**, and apply the highest degree of transparency and accountability, as well as the principles of good governance, sustainable development and gender equality;
- m. notify the **Programme Operator** in writing of all changes and facts that have or may have effects on the proper and timely performance of obligations under this **Project Contract**, the **EEA FM/NFM Legal Framework** and the **Implementation Rules**, that are or may be related to the performance under this **Project Contract**, or that affect or may affect this **Project Contract** in any manner, without undue delay, however not later than within three (3) working days from their occurrence or from the day on which the **Project Promoter** learnt of such changes and facts; subsequently, the **Parties** shall without undue delay consult further possibilities and means of fulfilment of the subject-matter and purpose of this **Project Contract**;
- n. notify the **Programme Operator** in writing of the commencement and end of any judicial, execution, administrative or bankruptcy proceedings, or restructuring proceedings, held with respect to the **Project Promoter**, or its **Partner** where the project is implemented in partnership; of its entry, or entry of its **Partner** where the project is implemented in partnership, into liquidation proceedings and of the end of such proceedings; of the results of all **project controls** pursuant to Article 6 of the **GCC**, as well as of any other facts that have or may have effect on the implementation of the **project** under this **Project Contract**, without any undue delay, however not later than three (3) working days from their occurrence or from the day on which the **Project Promoter** learnt of such facts;
- o. counteract corruption practices and notify the **Programme Operator** in writing of any indication of corruption or misuse of the **project grant** in relation with this **Project Contract** without undue delay, however not later than three (3) working days from their occurrence or from the day on which the **Project Promoter** learnt of such facts;

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p. ensure that any third persons through which the **Project Promoter**, or its **partner** where the **project** is implemented in partnership, delivers **project results** or implements **project activities** provide, when requested, assistance, information and documents related in particular to the delivery of goods, service and work under the **project**, namely during the verification of an **interim project report** and/or **final project report** pursuant to Article 5.2 and 5.4 of the **GCC**, as well as during the **project control** pursuant to Article 6 of the **GCC**;

2.1.4. Non-compliance or default in the performance of any of the **Project Promoter's** obligations pursuant to Article 2.1.1., 2.1.2. or 2.1.3 of the **GCC** shall be considered a breach of the conditions for the provision of the **project grant** which, on its own, triggers the obligation to return the **project grant** or portion thereof pursuant to Article 13.5 of the **GCC**.

### 2.2. General obligations of the Programme Operator

2.2.1. **The Programme Operator** undertakes to provide, in a proper and timely manner, the **Project Promoter** with the **project grant** for the implementation of the **project** pursuant to this **Project Contract**, provided that the **Project Promoter** meets all the conditions for the provision of the **project grant** stipulated in this **Project Contract**.

2.2.2. **The Programme Operator** undertakes to notify the **Project Promoter** in a proper and timely manner of all changes in the documents that constitute the **EEA FM/NFM Legal Framework** and **Implementation Rules** and are of substantial relevance to the **Project Promoter**.

## ARTICLE 3. SYSTEMS FOR PROJECT FINANCING

### 3.1. General provisions

3.1.1. The day on which the **project grant** has been credited to the project account of the **Project Promoter** is the day of drawing the **project grant** or its parts.

3.1.2. If **retention** is applied to each payment in accordance with point 4.3 of the **grant offer**, the amount of each payment, except for the **final payment**, will be reduced by the specified percentage of the **retention**. The **retention** will

be paid after the approval of the **final project report**, if relevant.

3.1.3. If, in accordance with point 4.3 of the **Grant Offer**, **retention** is applied after the payment of a certain percentage of the **Project Grant**, the sum of the **advance payment**, **interim payments** and **extraordinary payments** shall not exceed the percentage of the **project grant** specified in point 4.3 of the **grant offer**. When this limit is reached, the **Project Promoter** shall continue to send **interim project reports** to the **Programme Operator**, however the **Programme Operator** shall pay the **retention** only after the approval of the **final project report**, if relevant.

3.1.4. The difference between the maximum amount of payment according to Table no. 6 in point 4.1 of the **grant offer** and the payment made may be reimbursed to the **Project Promoter** in the form of an **extraordinary payment** or the **final payment**.

3.1.5. **The Project Promoter** is responsible for authenticity, correctness and completeness of information included in the **interim project report** and **final project report**; if the provided advance payment is incorrectly accounted for, an ineligible reimbursement or an advance payment is made in conflict with this **Project Contract**, in particular, but not exclusively, due to the presentation of incomplete or incorrect information in an **interim project report** or **final project report**, especially if an expenditure is settled which proves to be an **ineligible expenditure**, representing a breach of a condition for the provision of the **project grant** the breach of which causes the occurrence of an **irregularity** and triggers the **Project Promoter's** obligation to return the **project grant**, or portion thereof, pursuant to Article 13.5 of the **GCC**.

3.1.6. In duly justified cases, and if it has a sufficient amount of funds at its disposal, the **Programme Operator** is entitled to approve and provide to the **Project Promoter** an extraordinary advance payment in accordance with this **Project Contract**, the **EEA FM/NFM Legal Framework** and the **Implementation Rules**.

3.1.7. **The Project Promoter** undertakes to return to the **Programme Operator** the provided advance payment(s) in the amount, manner and within the deadline specified by the **Programme Operator**, however not later than thirty (30) working days, especially if:

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- a. **the Project Promoter** did not report more than 10% of the provided **project grant** and the **Programme Operator** attributes this fact to the inactivity of the **Project Promoter**;
- b. **the Programme Operator** suspends **project grant payments** pursuant to Article 13.3 of the **GCC** or suspends the implementation of the **Project** pursuant to Article 13.4 of the **GCC** or decides on an early termination of the **Project**;
- c. **the Programme Operator** decides on a **financial correction** due to which the sum of provided advance payments, or of the **project grant**, exceeds the amount of the **project grant** pursuant to Article 2.1.2 of the **grant offer** minus the amount of the applied **financial correction**.
- d. The **Project Promoter** does not achieve the **Milestones** set out in point 4.5 of the **Grant Offer**.

### 3.2. Advance payments

- 3.2.1. **The Project Promoter** becomes entitled to the first **advance payment** under the **project grant**, on the effective date of this **Project Contract**, if this is specified in point 4.2 of the grant offer, and unless point 5.3 of the **grant offer** stipulates a condition precedent under which the first advance payment is made conditional upon the **Project Promoter** meeting a specific obligation; in that case, the **Project Promoter** becomes entitled to the first advance payment upon meeting that condition. The **advance payment** will be made to the **Project Promoter** within fifteen (15) working days of the day when its entitlement to the payment arose and, in the amount, specified in point 4.2 of the **grant offer**.
- 3.2.2. After the end of the **reporting period**, the **project promoter**, settles the **project grant** provided until then in the form of the **interim project report**. The **interim project report** also represents a request for another payment. The total amount of **declared expenditures** is rounded up to the nearest euro. The maximum amount of each payment that the **Project Promoter** is entitled to request through the **interim project report** is set out in Table no. 6 in point 4.1 of the **grant offer**.
- 3.2.3. The amount of each additional **interim payment** will be determined as the difference between the amount set for the next **reporting period** in Table no. 6 in point 4.1 of the **grant offer** for the provision of a grant and the amounts of the **project grant** provided until then, which has not

been settled through the **interim project reports** and the **retention** pursuant to point 3.1.2, if applicable. Conditions according to para. 3.2.4 must be complied with.

- 3.2.4. **The Project Promoter** becomes entitled to further advance payment(s) under the **project grant**, if:
  - a. at least 50% of the already received **project grant** has been reported;
  - b. it met the conditions stipulated in this **Project Contract** required for the payment an **advance payment**,
  - c. the **Programme Operator** has approved the provision of another advance payment pursuant to Article 5.2.5.c of the **GCC**.
- 3.2.5. For the purposes of this **Project Contract** the accounting rate for the **project grant** pursuant to point 3.2.4. a.is determined as the share of **actually incurred eligible expenditures** of the sum of all **project grant** payments provided to the **Project Promoter**.
- 3.2.6. If the **Project Promoter** becomes entitled to an **advance payment** pursuant to para. 3.2.4 of , the **Programme Operator** shall transfer the **interim payment** to the **Project Promoter's project account** within one (1) month of the approval of an **interim project report**, however not later than three (3) months from the submission of a complete **interim project report** to the **Programme Operator**.

### 3.3. Reimbursement system

- 3.3.1. In the case reimbursement system is used, the **Project Promoter** will pay the expenses from its own resources, including the **cash co-financing of the project** and the **retention**, if applicable.
- 3.3.2. After the reporting period, the **Project Promoter** submits the **interim project report**. The total amount of **declared expenditures** is rounded to the nearest whole euro by the **Project Promoter**.
- 3.3.3. **The Project Promoter** becomes entitled to the reimbursement of **actually incurred eligible expenditures**, if: a) retention is applied, the deferral conditions of the **final payment** have been met, if applicable in accordance with point 5.4 of the **grant offer**, and the **Programme Operator** has approved the **final project report**, b) the amount of **declared expenditures** in the **interim project report** is higher than the amount of the **project grant** provided by then. In this

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case, the **Project Promoter** is entitled to transfer funds from the provided **interim payment** in the amount of the reimbursement approved in the **interim project report** from the **project account** to another account.

- 3.3.4. If the **Project Promoter** is entitled to a reimbursement under para. 3.3.3, the **Programme Operator** shall transfer the **interim payment** or **final payment** to the **Project Promoter** to the **project account** within 1 month from the approval of the **interim project report** or **final project report** by the **Programme Operator**, but no later than 3 months from the submission of the full **interim project report** or **final report** on the project to the **Programme Operator**.

#### ARTICLE 4. TRANSFERS OF FUNDS

##### 4.1. Project Promoter Accounts

- 4.1.1. The **Programme Operator** shall provide the **Project Promoter** with a non-interest-bearing **project account** or accounts specified in para. 1.2 of the **Project Contract**.
- 4.1.2. The **project account** or accounts must be open, managed and maintained in accordance with the currently valid version of the **Funding and Financial Management System**.
- 4.1.3. The **Project Promoter** is obliged to accept the payments of the **project grant** to the **project account** or accounts and to keep these accounts open until the receipt of the last payment of the **project grant** and the full financial settlement.

##### 4.2. Partner's Accounts

- 4.2.1. The **Partner** based in the **SR** is obliged to open, manage and maintain a non-interest-bearing **project account** or **project accounts** in accordance with the currently valid version of the **Funding and Financial Management System**, if the **Project Promoter** transfers the **project grant** to the **Partner** through a system of advance payments.
- 4.2.2. The **Partner's** account with its registered office outside the territory of the **SR** does not have to be maintained as a separate account and should not bear interest.

- 4.2.3. The **Project Partner** referred to in para. 4.2.1 is subject to relevant provisions of para. 4.1.3 of this Article.

##### 4.3. Co-financing and payments

- 4.3.1. The **Project Promoter** pays the accounting documents or documents of equivalent evidential value related to the implementation of the **Project** to the supplier/contractor. If the supplier/contractor has transferred receivables from the **Project Promoter** to a transferee in accordance with § 524 to 530 of the Civil Code (e.g. to a transfer company, or another entity), the **Project Promoter** shall pay the accounting documents to the transferee.
- 4.3.2. If the **Project Grant** is provided by a system of advance payments, the **Parties** agree that:
- The **cash co-financing** of the project must pass through the **project account**, except in cases where the **cash co-financing of the project** or its part is paid by the foreign **Partner**.
  - The **Project Promoter** is obliged to ensure the transfer of funds to the **project account** within seven (7) calendar days from the receipt of the payment in the amount corresponding to the share of **cash co-financing** to the amount of the payment for **Project Promoter**, including transfer of the respective part of the **retention**, if **retention** is applied according to para. 3.1.2 of the **GCC**.
  - The **Project Promoter** is obliged to make the payment of **eligible expenditures** through the **project account** or accounts, except for the payments according to para. 4.3.3.
  - The **Project Promoter** uses the **project account** to transfer unspent funds to the following years until they are used for the specified purpose.
- 4.3.3. If the **project grant** is provided by a system of advance payments, the **Project Promoter** is entitled to make payments of **eligible expenditures** also from other accounts opened by the **Project Promoter** which are not established and used for the implementation of other foreign aid programmes or programmes from other public funds, only if:
- the volume of funds is not available on the **Project Account** at the given time,
  - it concerns the payment of travel allowances, cash payments up to a maximum of EUR 300 or expenses, which only partly represent **eligible**

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**expenditures**, i.e. proportional expenses such as indirect costs and proportional payment of salaries,

- c. in other cases, if so provided by the **Implementation Rules**, or if the **Programme Operator** provides its consent in writing.

4.3.4. **Financial implementation of the expenditure** paid according to para. 4.3.3 shall occur at the moment of debiting funds from the accounts of the **Project Promoter** to third parties, or on the day of payment of the expenditure in cash.

4.3.5. Paras 4.3.2 and 4.3.3 shall also apply to the **Partner** referred to in para. 4.2.1 of this Article, if the **Project Promoter** transfers payments to it through a system of advance payments.

4.3.6. The **in-kind contribution** is monitored and accumulated throughout the **project implementation period**. In this way, a fund is created for volunteering, from which the value of volunteering is drawn according to the current amount of the required in-kind contribution. The **Programme Operator** is entitled to order the **Project Promoter** to take appropriate measures if the current balance in the fund of voluntary activities is in the long-term significantly lower than the current amount of the required **in-kind contribution**. If, as part of the approval of the final project report, it is found that the in-kind contribution has not reached the required amount, the **Programme Operator** is entitled to reduce the amount of the final payment by the difference or request the **Project Promoter** to pay the difference from **additional own resources** in cash.

foreign currency the exchange rate of the bank in which the **Project Promoter** has an account, valid on the day of debiting funds from the account established in euro, i.e. exchange rate on the day of the accounting event, will be used. Expenditure converted into euros at that exchange rate represents the eligible amount of the expenditure.

- 5.1.3. Where a **project** is implemented in partnership with a foreign **partner**, any expenditure incurred by the foreign **partner** in a currency other than euro shall be converted into euro using a monthly accounting exchange rate published by the European Commission in line with the valid national legislation; the expenditure so converted shall be included in the **interim project report**.

**5.2. Verification of interim project report**

5.2.1. **The Programme Operator** will register the **interim project report** no later than the day following the day of its receipt from the **Project Promoter**.

5.2.2. **The Programme Operator** will execute the **administrative financial verification** of the submitted **interim project report**.

5.2.3. In case deficiencies are found, **the Programme Operator** shall request the **Project Promoter** to complete the **interim project report** and/or submit **supporting documents** and/or remove **deficiencies** within a period of five (5) working days. In case of serious **deficiencies** or non-completion of the required data within the set deadline, the **Programme Operator** will suspend the approval of the **interim project report** or reject the **interim project report**.

5.2.4. The **Program Operator** shall carry out an **on-site financial control**, if necessary. In such a case, the deadline for carrying out the inspection of the **interim project report** shall be suspended.

5.2.5. After or during the verification of the **interim project report**, the **Programme Operator** is entitled to take one or more of the following actions, depending on the results of the verification:

- a. to approve the settlement of the **declared expenditures**, if the **interim project report** contains no **irregularities** and **deficiencies** and all **declared expenditures** meet the eligibility criteria pursuant to the **Project Contract**, the **EEA**

**ARTICLE 5. REPORT SUBMISSION AND VERIFICATION**

**5.1. Interim project report**

5.1.1. The **Project Promoter** shall prepare, and submit to the **Programme Operator**, an **interim project report** for each **reporting period** in the form, scope and manner pursuant to the **Implementation Rules** and pursuant to Article 4.4 of the **Grant Offer**, reporting the **project grant** payments..

5.1.2. If the **Project Promoter** pays any expenditure in a currency other than euro from an account opened in euro to an account established in a

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##### FM/NFM Legal Framework and the Implementation Rules;

- b. to approve the settlement of **declared expenditures** at reduced amounts; the **Programme Operator** notifies the **Project Promoter** of its intention to approve the **declared expenditures** at reduced amounts, i.e., about the intention to make a **financial correction** pursuant to para. 13.2 of the **GCC** and gives it a period to provide its opinion pursuant to para. 13.2.4 of the **GCC**;
  - c. to approve the provision of payment if the **Project Promoter** has met the conditions for the provision of payment pursuant to the **Project Contract**;
  - d. to reject the provision of payment if the **Project Promoter** has failed to meet the conditions for the provision of advance payment pursuant to this **Project Contract**;
  - e. to suspend the approval of the **interim project report** until the reasons for suspension are not removed;
  - f. to suspend the approval of an expenditure until the reasons for suspension are not removed, namely in the case of a **suspicion of irregularity**;
  - g. to suspend **project grant** payments pursuant to para. 13.3 of the **GCC**, namely if an **irregularity** has been identified, until the reasons of suspension are not removed;
  - h. to suspend the implementation of a **project** pursuant to para. 13.4 of the **GCC**, namely if an **irregularity** has been identified, until the reasons of suspension are not removed;
  - i. to reject an **interim project report**.
- 5.2.6. If an **irregularity** is identified during the verification of an **interim project report**, the **Programme Operator** is entitled to take actions pursuant to para. 13.1.8 of the **GCC**.
- 5.2.7. If a finding is made that an **irregularity** could occur in the **project**, that is, there is a **suspicion of irregularity**, the **Programme Operator** is entitled to suspend **project grant** payments or suspend approval of the expenditure to which **suspicion of irregularity** relates, and carry out **the control of the project** pursuant to Article 6 of the **GCC**, or initiate such a control; once the **control of the project** is completed, it will take actions that take into consideration its outcome.
- 5.2.8. **The Project Promoter** is entitled to object to a reduction in the **amount of declared**

**expenditures** if the **Project Promoter** has been notified of the **Programme Operator's** intention to reduce **declared expenditures** pursuant to Article 5.2.2.b and if it presents, along with the request for re-assessment, documents evidencing the eligibility of the **declared expenditure**.

- 5.2.9. If the **Programme Operator** rejects the **interim project report**, the **Project Promoter** shall report the **declared expenditure** in a next **interim project report** that will also cover the previous **reporting period**, otherwise the **Programme Operator** is entitled to consider such expenditures **ineligible** and to determine a **financial correction** pursuant to para. 13.2 of the **GCC** in the corresponding amount or request that the total amount of the provided **project grant** is returned as described in para. 13.5 of the **GCC**.
- 5.2.10. If the **Project Promoter** fails to submit a complete **interim project report**, i.e. free of any deficiencies, or if it fails to remove **deficiencies** within a set time limit in two subsequent **reporting periods**, the **Project Promoter** shall return the provided **project grant** and terminate the **project**.

#### 5.3. Final project report

The **Project Promoter** shall submit to the **Programme Operator** a **final project report** in the form, scope, and manner and within the deadline set in the **Implementation Rules**.

#### 5.4. Verification of final project report

- 5.4.1. **The Programme Operator** is entitled to verify the submitted **interim project report** in accordance with the **Implementation Rules**. The **Programme Operator** follows the same procedure as in the case of the verification of an **interim project report**.
- 5.4.2. The **Project Promoter** shall pay to the **Programme Operator** the difference between the provided project grant and the actually incurred eligible expenditures pursuant to Article 13.5 of the **GCC** within fifteen (15) working days, including any unsettled funds of a **partner**. If the **Programme Operator** has applied **retention**, after approval of the **final project report**, he/she will reimburse the **Project Promoter** for the actually incurred eligible expenses up to the amount of the **retention**.

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### ARTICLE 6. CONTROL OF THE PROJECT

#### 6.1. General provisions

6.1.1. In accordance with this **Project Contract**, the **Slovak and EU legislation**, the **EEA FM/NFM Legal Framework** and/or the **Implementation Rules**, the **Project** or a part thereof may throughout the validity and effect of this **Project Contract** be, also repeatedly, subject to:

- a. **administrative financial verification;**
- b. **on-site financial control;**
- c. **monitoring;**
- d. **material verification**
- e. **certification verification;**
- f. control and/or audit (in particular pursuant to Act No. 357/2015 Coll. on financial control and audit and on amendments to certain acts, as amended; Act No. 343/2015 Coll. on public procurement and on amendments to certain acts, as amended; Act No. 39/1993 Coll. on the Supreme Audit Office, as amended,
- g. audit, external monitoring and on-site verification by the **donor states**,
- h. **evaluation;**

(individual types as according to points a) to h) of this paragraph as "**control of the project**").

6.1.2. The **Project Promoter** is obliged to ensure access to the **Authorised Persons** pursuant to point 6.2 of this article pursuant to point 11.4 of the **regulations** and enable the execution of the **project control**, i.e. create appropriate conditions for its proper and timely implementation, refrain from any action that might impede its commencement and/or proper performance, provide cooperation and ensure the presence of the persons responsible for **project** implementation. Where the **project** is implemented in partnership, the **Project Promoter** shall ensure access according to para. 11.4 of the **Regulation**, and the same conditions for the performance of the **control of the project** under this **Project Contract** at each **Partner's site**.

#### 6.2. Authorised person

6.2.1. Depending on the type of control pursuant to Article 6.1.1 of the **GCC**, the persons authorised to perform the **control of the project** are specified either by the **Slovak and EU legislation**

and/or by the **EEA FM/NFM Legal Framework** or by the **Implementation Rules** (hereinafter referred to as the "**authorised person**"). Authorised persons are namely the following:

- a. **Programme Operator** and/or any person authorised by it;
- b. **National Focal Point** and/or any person authorised by it;
- c. **Certifying Authority** and/or any person authorised by it;
- d. **Audit Authority** and/or any person authorised by it;
- e. **Office of Government Audit** and/or any person authorised by it;
- f. **Financial Control Administration** and/or any person authorised by it;
- g. **Supreme Audit Office** and/or any person authorised by it;
- h. **Tax Office** and/or any person authorised by it;
- i. **Antimonopoly Office of the SR** and/or any person authorised by it;
- j. **FMO** and/or any person authorised by it;
- k. **EFTA Board of Auditors** and/or any person authorised by it;
- l. **Office of the Auditor General of Norway** and/or any person authorised by it;
- m. **FMC** and/or any person authorised by it;
- n. **NMFA** and/or any person authorised by it.

6.2.2. In controlling the **project**, the **authorised person** shall, in particular, have the right:

- a. to enter buildings, premises, facilities, land and other areas of relevance to the **Project**, request cooperation and explanations from the **Project Promoter**, request original accounting records and other **Supporting Documents**, records of data on memory discs and other documents relating to the **Project**, inspect them and make copies of them, take them out of the **Project Promoter's** premises if necessary and request any information and/or documents the provision of which is not prohibited by law or a generally binding regulation, including any other materials necessary to perform the **control of the project**, including access to any equipment improved in whole or in part from the funds of the **project grant**; the **Project Promoter** shall also grant **authorised persons** access to a **project partner** to the extent stipulated in this paragraph, if a **project** is implemented in partnership,



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- b. to request from the **Project Promoter** a written list of measures taken to remedy any **deficiencies** and/or **irregularities** identified during the **control of the project** and eliminate their causes and, where necessary, request the revision of such measures by a deadline set by the **authorised person** if the **authorised person** has grounds to believe that the measures will be ineffective in view of the gravity of the **deficiencies** and/or **irregularities** identified;
- c. to request, either directly or through the **Project Promoter**, from the contractors with whom the **Project Promoter** concluded contracts for the supply of goods, services or construction works which were funded from the **project grant**, access to the accounting records of such contractors and other documents relating to the **project**.

### 6.3. The rights and obligations of the Parties in performing the control of the project

- 6.3.1. The **authorised person** shall notify the **Project Promoter** and **Partner** of its intention to perform the **control of the project** no less than five (5) working days in advance, unless the generally binding regulations, the **EEA FM/NFM Legal Framework** or the **Implementation Rules** stipulate a different deadline for a certain type of the **control of the project**; in justified cases, in particular with respect to the occurrence of an **irregularity** or a **suspicion of irregularity**, this deadline may be reduced by the **Programme Operator** to 2 (two) working days.
- 6.3.2. The **Project Promoter** acknowledges and agrees that the outcomes and outputs from the **control of the project** may be published in an information database and/or on the websites of the **Programme Operator** and/or other **authorised person**.
- 6.3.3. The **Project Promoter** shall be obliged to notify the **Programme Operator** in writing without delay of the **control of the project**, which is not performed by the **Programme Operator**, before it commences, but in no case later than three (3) working days following its commencement, and shall also inform the **Programme Operator** of its outputs no later than three (3) working days following its completion. For the purposes of notifying the outputs of the **control of the project**, the date of the completion of the **control of the project** shall be the date of the delivery of a record, report (also a preliminary report), protocol or a different document containing the

results of the **control of the project**; in cases where such delivery is not required, it shall be the date on which **the control of the project** actually ended.

- 6.3.4. The **Project Promoter** shall be obliged to inform the **Programme Operator** about the removal of **deficiencies** and/or **irregularities**, or about the completion of measures adopted to remedy the identified **deficiencies** and/or **irregularities**, without any delay following their completion and the removal of their causes.
- 6.3.5. If any **deficiencies** or **irregularities** have been identified during the **control of the project**, the **Programme Operator** shall be authorised to act in accordance with Article 13.1.8 of the **GCC**.
- 6.3.6. Non-compliance or default in the performance of any of the **Project Promoter's** obligations shall be considered a breach of the conditions for the provision of the **project grant** which, triggers the obligation to return the **project grant** or portion thereof pursuant to Article 13.5 of the **GCC**.
- 6.3.7. The **Project Promoter** shall tolerate the performance of the **control of the project** even in cases where the conditions pursuant to para. 6.3.1 have not been met. In this case the **Project Promoter's** obligations pursuant to Article 6.3.2 of the **GCC** shall be limited to the granting of access to its premises.

## ARTICLE 7. COMMUNICATION OF THE PARTIES

### 7.1. Form of communication

- 7.1.1. The **Parties** have agreed that their mutual communication shall take place over regular means of communication, i.e., by mail, email and fax.
- 7.1.2. The **Parties** have agreed that any written communication will be made using the registered mail service, unless otherwise specified in the **Implementation Rules** or this **Project Contract** or unless the **Programme Operator** specifies a different means of communication (e.g. by electronic means or fax) in any particular case.

### 7.2. Contact information of the Parties

- 7.2.1. The contact information of the **Programme Operator**, including any changes in the identification and contact information, shall be published on its website [www.eeagrants.sk](http://www.eeagrants.sk). If

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the website is changed to a different one, the **Programme Operator** shall notify the **Project Promoter** of this change by electronic means.

- 7.2.2. The identification and contact information of the **Project Promoter** is indicated in the header of this **Project Contract** and in the **Grant Offer**. The **Project Promoter** shall notify without delay the **Programme Operator** of any changes in its identification and contact information, but no later than within ten (10) working days of the date on which such changes were made.

### 7.3. Delivery

- 7.3.1. Any communication sent by the mail service is considered delivered:
- upon the day of receipt of the mail sent to the other **Party** via the registered mail service or through hand delivery to the addressee;
  - upon the day of an unjustified refusal by the addressee **Party** to accept the mail;
  - following the expiry of three (3) working days from the return of an undelivered correspondence to the sending Party, even if the **Project Promoter** did not learn of the mail having been deposited.
- 7.3.2. Any communication made by fax is considered delivered on the day when a fax machine prints a confirmation of the delivery of the fax message to the addressee. If a fax machine prints a protocol on the successful dispatch of a fax message with a dispatch time later than 4:00 p.m. on a working day, the fax message is considered delivered on the next working day.
- 7.3.3. Any communication sent by electronic mail (email) is considered delivered on the day of its dispatch, provided it is delivered to the addressee before 4:00 p.m. If an email message is delivered later than 4:00 p.m. on a working day, the email message is considered delivered on the next working day.

### 7.4. Calculation of time limits

- 7.4.1. The time limits for the processing of documents which the **Project Promoter** is required to **send to the Programme Operator** under this **Project Contract**, the **EEA FM/NFM Legal Framework** or the **Implementation Rules** commence in respect of the **Programme Operator** only after these documents have been registered by the **Programme Operator's** organisational

department responsible for the implementation of the **Programme**.

- 7.4.2. For the purposes of this **Project Contract**, a time limit calculated in days commences on the day following the event that is deemed decisive for its commencement. The time limit ends on the last day of this time limit. For the purposes of this **Project Contract**, a time limit calculated in months commences on the day following the event that is deemed decisive for its commencement and ends with the expiry of whichever day is the same day of the month, or falls on the same date, as the day on which the event from which the time limit is calculated occurred. Where no such calendar day occurs in the given month, the time limit ends on the last day of that month. If the last day of the time limit falls on a Saturday, Sunday or a public holiday in accordance with Act no. 241/1993 Coll. on public holidays, non-working days and commemorative days, as amended, the last day of the period is the next working day. The rule for the calculation of time limits laid down in the preceding sentence shall not apply if the termination of the performance is to take place at the latest on a specific date by indicating the day, month and year; in this case, the date of termination of performance is considered to be this date, regardless of other circumstances (whether it is a non-working day or a public holiday).
- 7.4.3. The deadline is maintained for the **Project Promoter** if the submission is made in person to the entity it is intended for, or when the submission is handed for postal transport, unless otherwise stated in the **Project Contract**. In the case of electronic submission of documentation, the moment from which the period begins is the first working day after electronic delivery of the document, unless otherwise agreed in a specific case. Unless otherwise stated in the **Project Contract**, working days are considered to be days.

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**ARTICLE 8. PROCUREMENT OF GOODS, SERVICES AND WORKS**

**8.1. General provisions**

- 8.1.1. The **Project Promoter** shall act in compliance with the applicable legislation of the **SR** and the **EU** governing the public procurement of goods, services and works, the **EEA FM/NFM Legal Framework**, especially art. 8.15 of the Regulation, as well as the **Implementation Rules** and the **Project Contract**. Where the **Project** is implemented in partnership, the **Project Promoter** is obliged to ensure that the **Partner** also acts in accordance with this article of the **GCC**, except for any foreign **Partners**. The **Project Promoter** is obliged to ensure that the Foreign Partner proceeds in the procurement of goods, services and works in accordance with the **EEA FM/NFM Legal Framework**, in particular Art. 8.15 Regulation. In the event of a conflict between the legislations of the **SR** and the **EU** governing public procurement procedures and the provisions of the **EEA FM/NFM FM Legal Framework** or the **Implementation Rules**, legislation of the **SR** and **EU** shall prevail.
- 8.1.2. Immediately, but no later than within 3 working days after sending the public procurement notice (or its equivalent) to the EU Official Publications Office or the Public Procurement Office, the **Project Promoter** is obliged to notify the address [eeagrants@vlada.gov.sk](mailto:eeagrants@vlada.gov.sk), including the deadline and the assigned notification numbers. The **Programme Operator** will publish the procurement notice on its website.
- 8.1.3. The **Project Promoter** shall ensure that the members of the committee evaluating admission criteria, the tender evaluation committee and other similar commissions set up in connection with the procurement are exclusively persons who have no personal or property relationship with any of the tenderers. This does not affect the obligation of the **Project Promoter** under para. 8.1.1.
- 8.1.4. After the **Project Contract** is awarded to the successful tenderer, the **Project Promoter** shall be obliged to submit the **Project Contract** to the **Programme Operator** for the purposes of its publication on the **Programme Operator's** website. The **Project Promoter** shall be responsible for blanking out all personal details, confidential information, trade secrets or

information which cannot be published pursuant to generally binding laws.

- 8.1.5. If the **Project Promoter** fails to comply with any of its obligations pursuant to Article 8.1.1 through 8.1.4, the **Programme Operator** shall be authorised to treat the costs of procured goods, services or works as **ineligible expenditure** and to set a **financial correction** pursuant to Article 13.2 of the **GCC** in the corresponding amount; the same procedure shall be applied if the **Programme Operator** has substantial reservations about the public procurement procedure.

**8.2. Rights and obligations of the contracting parties in the control of public procurement**

- 8.2.1. The **Programme Operator** is authorised to perform, in accordance with the Implementation Rules:
- a. pre-procurement control,
  - b. inspection before signing the Project Contract with the successful tenderer,
  - c. inspection after signing the Project Contract with the successful tenderer,
  - d. inspection of the amendment to the Project Contract before signing,
  - e. inspection of the amendment to the Project Contract after signature,
  - f. continuous monitoring.
- 8.2.2. The **Project Promoter** shall be obliged to act in accordance with the **Implementation Rules** and submit to the **Programme Operator** any documents necessary for the performance of a control of any public procurement procedure in the scope and form and within the time limit laid down in the **Implementation Rules**, unless Article 6 of the **Grant Offer** stipulates otherwise. If the **Project Promoter** fails to comply with this obligation, the **Programme Operator** shall be authorised to treat the costs of procured goods, services or works as **ineligible expenditure** and to set a **financial correction** in the corresponding amount pursuant to Article 13.2 of the **GCC**.
- 8.2.3. If an ex-post control of the public procurement procedures reveals non-compliance with the applicable legislation of the **SR** or the **EU** governing the public procurement of goods, services and works, the **EEA FM/NFM Legal Framework**, the **Implementation Rules** or the **Project Contract**, regardless of whether public

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procurement procedure was carried out before or after the conclusion of this **Project Contract**, the **Programme Operator** shall be authorised to set the amount of **ineligible expenditure** in accordance with Commission Decision C(2019) 3542 of 14 May 2019 (hereinafter “Decision”) and shall set the **financial correction** in this amount pursuant to Article 13.2 of the **GCC**; this provision shall be without prejudice to the right of the **NMFA/FMC** to set the **financial correction** in a different amount. In the case of low value contracts, the amount of the Financial Correction set by the **Programme Operator** shall not exceed 10% of the Project Contract value, provided that the costs incurred for the subject matter of the **Project Contract** were efficient, there is no breach of clause 8.3 of this article and no breach of clause 8.15.4 of the **Regulation**; this provision does not affect the right of the Ministry of Foreign Affairs of the **NMFA/FMC** to set the **Financial Correction** in a different amount.

- 8.2.4. If the **Project Promoter** disagrees with such non-compliance identified by the **Programme Operator** pursuant to para. 8.2.3, it may request the Public Procurement Office to carry out a control. In the request, the **Project Promoter** shall present all findings of the **Programme Operator** in connection with the public procurement procedure concerned. This provision is without prejudice to the obligations of the **Project Promoter** to inform the **Programme Operator** pursuant to para. 6.3.4 of the **GCC**.
- 8.2.5. If the Public Procurement Office has received a request for public procurement control or is in the process of performing the public procurement control, the **Programme Operator** shall be authorised to suspend the **project grant** payments pursuant to Article 13.3 of the **GCC** or suspend the approval of expenditure until the Public Procurement Office completes the control.
- 8.2.6. The **Project Promoter** takes note of the fact that the control of public procurement performed by the **Programme Operator** in accordance with the **Implementation Rules** may not be construed as a guarantee that the expenditure related to the relevant public procurement will also be recognised by other **Authorised Person** as **actually incurred eligible expenditures**. The **Programme Operator** shall not be responsible for any later **deficiencies** or **irregularities** later

found in public procurement, even if it did perform control of expenditures.

- 8.2.7. The **Programme Operator** undertakes to respect the results of the control performed by the Public Procurement Office. If the Public Procurement Office:
- a. does not confirm non-compliance with the **Programme Operator**, the **Programme Operator** does not set **financial correction**;
  - b. confirms non-compliance identified by the **Programme Operator**, the **Programme Operator** shall set the **financial correction** pursuant to Article 13.2 of the **GCC**;
  - c. identifies other non-compliance while at the same time confirming the non-compliance identified by the **Programme Operator**, the **Programme Operator** shall be authorised, in accordance with the Decision, to set the **financial correction** pursuant to Article 13.2 of the **GCC** in a higher amount;
  - d. identifies other non-compliance but does not confirm the non-compliance identified by the **Programme Operator**, the **Programme Operator** shall be authorised to set the **financial correction** pursuant to Article 13.2 of the **GCC**;
  - e. cancels the performed public procurement procedure, the **Programme Operator** shall be authorised to set the **financial correction** in accordance with Article 13.2 of the **GCC** in the total amount of the **Project Contract**.
- 8.2.8. The **Project Promoter** acknowledges that the provisions of para. 8.2.7 of this point is without prejudice to the right of the **authorised persons** to determine the **financial correction** in another amount.

#### 8.3. Collusive behaviour in public procurement

- 8.3.1. For the purposes of this **Project Contract**, collusive behaviour shall also mean such conduct by entities in the public procurement procedure which restricts competition or casts reasonable doubt on the fairness of competition.
- 8.3.2. The **Project Promoter** undertakes to prevent collusive behaviour in the public procurement by all available means. If the **Project Promoter** has in its possession documentary or other evidence demonstrating collusive behaviour or if it suspects that collusive behaviour has occurred within a public procurement procedure, the **Project Promoter** shall notify the **Programme Operator** to that effect without any delay.

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8.3.3. The Parties have agreed that the expenditures incurred under a contract signed as a result of a public procurement procedure in which collusion has been identified shall be treated as **ineligible expenditures**; the **Programme Operator** shall set the **financial correction** pursuant to Article 13.2 of the **GCC** in the same amount. This provision does not affect the right of the **Authorised Persons** to determine the **Financial Correction** in a higher amount.

8.3.4. The **Project Promoter** shall return the already provided **project grant** or portion thereof pursuant to Article 13.5 of the **GCC** if, within the public procurement carried out as part of the **project**:

- a. the **Project Promoter** failed to identify obvious cases of collusive behaviour;
- b. the **Project Promoter** consulted tenderers, participants or bidders in a manner that allowed them to identify other tenderers, participants or bidders in the tendering procedure;
- c. a tender was submitted by a tenderer who did not obtain the tender documents and, at the same time, the tender documents have not been published;
- d. the **Project Promoter** failed to act, in procuring goods, services or works or in carrying out a control of the public procurement, in accordance with the applicable legislation of the **SR** and the **EU** governing the public procurement procedures, this **Project Contract** or the **Implementation Rules**, or failed to ensure that a partner, in the event that the **project** is implemented in the form of a partnership, to act according to point 8.15 of the **Regulation**.

#### ARTICLE 9. CHANGES IN THE PROJECT

##### 9.1. Essential change

9.1.1. For the purposes of this **Project Contract**, an **essential change** in the **project** shall mean such a change in the approved **project application** which, if approved by the **Programme Operator**, necessitates changes in the provisions of this **Project Contract** in the form of an amendment to this **Project Contract** (hereinafter referred to as "**essential change**"; an indicative list of changes in the project that are considered **essential**

**changes** is contained in the **Guideline for the Project Promoters and Partners**.

9.1.2. The **Project Promoter** shall be obliged to request the **Programme Operator** to approve an **essential change** in accordance with the **Implementation Rules**.

9.1.3. The **Programme Operator** reserves the right to assess whether such change can be considered an **essential change** or other change in the project.

9.1.4. The **Programme Operator** shall decide on the **essential change** (approving or rejecting it) within thirty (30) working days of the day on which complete documentation concerning the request for the approval of an **essential change** is delivered to the **Programme Operator**; for the purposes of this **Project Contract**, complete documentation concerning the request for **essential change** shall mean all supporting documents accompanying such request or supporting documents additionally requested by the **Programme Operator**, including documents from third persons as the **Programme Operator** may deem relevant for its decision.

9.1.5. From the first day of the time limit pursuant to Article 9.1.4 of the **GCC** until the day on which the **Programme Operator** decides on the **essential change**, the **Programme Operator** shall be authorised to suspend **project grant** payments pursuant to Article 13.3 of the **GCC**, as well as the approval of the **interim project report** currently submitted to the **Programme Operator** or submitted to the **Programme Operator** in the period during which the request for the change is being approved.

9.1.6. Unless this **Project Contract** stipulates otherwise, the **Programme Operator** shall, if the **essential change** is approved, send to the **Project Promoter** a draft amendment to this **Project Contract** to incorporate the required **project change**. The **Project Promoter** shall be obliged to sign the amendment and send it back to the **Programme Operator** within fifteen (15) working days of the day of its delivery unless the **Programme Operator** determines a different time limit.

9.1.7. If the **Project Promoter** implements an **essential change** in the **project** without the prior written approval by the **Programme Operator** or before the effective date of the amendment to this **Agreement** pursuant to Article 9.1.6 of the **GCC**, such conduct by the **Project Promoter** shall be

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considered a breach of the conditions for the provision of the **project grant** which, on its own, triggers an obligation to return the **project grant** or portion thereof pursuant to Article 13.5 of the **GCC**.

### 9.2. Non-essential change

9.2.1. For the purposes of this **Project Contract**, a **non-essential change** in the **project** shall mean such a change in the approved **project application** which does not necessitate changes in this **Project Contract** and which is only communicated to the **Programme Operator**, unless this **Project Contract** or the **Implementation Rules** stipulate otherwise (hereinafter referred to as “**non-essential change**”).

9.2.2. The **Project Promoter** shall be obliged to notify the **Programme Operator** of the implementation of a **non-essential change** pursuant to the **Implementation Rules** without any delay, however, no later than within five (5) working days of the date of its implementation or of the effective date of a legal act implementing such **non-essential change**, and to submit documents concerning its implementation, including the **project application** form amended in that part to which the **non-essential change** applies.

9.2.3. The **Project Promoter** shall be obliged to request the **Programme Operator** to approve a **non-essential change**, if it involves:

- a. changes in the **project budget**, except for the change referred to as observed change according to points 9.3. of this article;
- b. a change in the title of a **project activity**

9.2.4. The **Programme Operator** shall decide on the **non-essential change** within fifteen (15) working days of the day on which complete documentation concerning the request for **non-essential change** is delivered to the **Programme Operator**; for the purposes of this **Project Contract**, complete documentation concerning the request for **non-essential change** shall mean all supporting documents accompanying the request or supporting documents additionally requested by the **Programme Operator** as may be deemed relevant for its decision.

9.2.5. From the first day of the time limit pursuant to Article 9.2.4 of the **GCC** until the day on which the **Programme Operator** decides on the **non-essential change**, the **Programme Operator** shall

be authorised to suspend **project grant** payments pursuant to Article 13.3 of the **GCC**, as well as the approval of the **interim project report** currently submitted to the **Programme Operator** or submitted to the **Programme Operator** in the period during which the request for change is being approved.

9.2.6. The **Programme Operator** shall assign a new version number to the **project application** form following the approval of the **non-essential change** or after such change was communicated by the **Project Promoter** to the **Programme Operator** and the **Project Promoter** shall be obliged to implement the **project** in accordance with the amended **project application**.

9.2.7. If the **Project Promoter** implements a **non-essential change** in the **project**, the implementation of which requires a prior written approval by the **Programme Operator** pursuant to this **Project Contract** or the **Implementation Rules**, such conduct by the **Project Promoter** shall be considered a breach of the conditions for the provision of the **project grant** which, , triggers an obligation to return the **project grant** or portion thereof pursuant to Article 13.5 of the **GCC**.

### 9.3. Observed change

9.3.1. For the purposes of this **Project Contract**, an **observed change** in the **project** shall mean a change in the approved **project application**, which the **Programme Operator** makes by itself or which is communicated to the **Programme Operator** through the **interim project report**, and which does not constitute an **essential change** or a **non-essential change** (hereinafter referred to as “**observed change**”).

9.3.2. An **observed change** shall mean, in particular:

- a. change of **reporting periods**,
- b. reduction of the unit price of a **budget item**,
- c. slight increase in indicators,
- d. a slight increase in the unit price or quantity of a **budget item**; unless otherwise provided in the **Project Contract**, a slight increase shall mean an increase which, while maintaining the principle of economy in the product of the unit price and the quantity of the **budget item**, does not exceed a cumulative amount of EUR 10 000 or 15% of the original total price of the goods,

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- e. changes and transfers within the meaning of points 2.5 to 2.8 of the **Grant Offer**, provided that these changes do not affect the amount or type of state aid provided or the amount of the minimum aid,
  - f. changes in the way a **budget item** is procured and transfers of funds between **types of expenditure** and **budget chapters**, provided that these changes do not affect the amount or type of state aid granted or the amount of the minimum aid.
- 9.3.3. An **observed change** is approved by creating (generating) the next **interim project report** or the **final project report** by the **Programme Operator**.

#### ARTICLE 10. PROJECT PUBLICITY

##### 10.1. General provisions

- 10.1.1. The **Project Promoter** shall be obliged to comply with the measures defined in:
    - a. the publicity plan which forms part of the **project application**;
    - b. this **Project Contract**, the **EEA FM/NFM Legal Framework** and the **Implementation Rules**.
  - 10.1.2. The **Project Promoter** undertakes to respect the requirements of the **Programme Operator** for the publishing of information and the **project** publicity in order to disseminate information that the **Project** was co-financed under the **Programme** from the **EEA FM/NFM project grant** and from the state budget of the **SR**, in particular by appropriately displaying the logo of the **EEA FM/NFM** and the **Slovak** coat of arms,
  - 10.1.3. The **Project Promoter** shall ensure that any announcements or publications by the **Project Promoter** or **Partner**, regardless of the form or medium used, including the internet, include a statement that any views and opinions presented are those of the author, or the **Project Promoter** or **Partner** and that the **Programme Operator** bears no responsibility for any information contained in the document.
  - 10.1.4. Without prejudice to the provisions of para. 10.1.1 of the **GCC**, the **Project Promoter** shall be obliged to ensure:
    - a. the organisation of at least one opening conference for the **project**;
    - b. the organisation of at least one final conference for the **project**;
- c. the organisation of at least one more information event, the purpose of which will be to provide information about the **project**, if the **project grant** amount exceeds EUR 500,000;
  - d. creation and regular updating of the website or subpage on the existing website of the **Project Promoter**' organisation or an active profile on social networks, in case the organisation's website is not established, with information about the **Project** in the Slovak language;
  - e. the creation and regular updating of a website/webpage or an active profile on social media specifically designed for presenting information about the **project** in the Slovak and English language, if the **project grant** amount exceeds EUR 150,000 or if the **project** is implemented in a partnership with a **partner** from the **Donor State**;
  - f. compliance with publicity indicators pursuant to Article 3.5 of the **Grant Offer**;
  - g. the fulfilment of publicity measures and the publishing of information in line with the Information and Publicity Requirements pursuant to Annex 3 of the **Regulation and the Communication and Design manual** published by FMO.
- 10.1.5. If the amount of the **Project Grant** does not exceed EUR 500,000, the information activities according to par. 10.1.4. a) and b) of this point may be of a smaller extent, within the meaning of point 2.3.2. c) of Annexes no. 3 to the **regulation**.

#### ARTICLE 11. ASSETS FINANCED FROM THE PROJECT GRANT

##### 11.1. General provisions

- 11.1.1. During the entire period of validity and effect of this **Project Contract**, the **Project Promoter** shall ensure that the assets procured and/or improved in whole or in part from the **project grant**:
  - a. be used solely for the purposes of **Project** implementation, as well as for accomplishing and maintaining the **project objective, project output** and the implementation of **Project Activities** in accordance with this **Project Contract**;
  - b. be maintained in a good and operable condition.

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- 11.1.2. During the entire period of validity and effect of this **Project Contract**, the **Project Promoter** shall ensure that the ownership title to assets procured and/or improved in whole or in part from the **project grant** is not transferred to other persons and that such assets are neither leased to other persons, nor encumbered in favour of persons other than the **Programme Operator**, unless this **Project Contract** stipulates otherwise. At the same time, the **Project Promoter** is obliged to ensure that the conditions according to the previous sentence are observed by each **Partner**.
- 11.1.3. The **Project Promoter** shall ensure that the assets improved in whole or in part from the **project grant** or assets which are necessary for maintaining the **project results** and **project activities** and indicators of the **project** and which are rented or leased to the **Project Promoter** or a **partner** shall continue to be rented and leased to the **Project Promoter** for the entire period of validity and effect of this **Project Contract**, unless this **Project Contract** specifies otherwise.
- 11.1.4. The **Project Promoter** is obliged to ensure, during the entire period of validity and effect of the **Project Contract**, the allocation of adequate resources for the maintenance of assets improved in whole or in part from the **project grant** or necessary to maintain the **project results** or **project activities** and **Project** indicators. At the same time, the **Project Promoter** is obliged to ensure that the conditions according to the previous sentence are observed by each **Partner**.
- 11.1.5. Under the allocation of adequate resources for the maintenance of property under para. 11.1.4 means in particular the allocation of funds in a sufficient amount, which will be immediately available to the **Project Promoter** for the repair and maintenance of the property so that the property can be used to achieve **project objectives**.
- 11.1.6. Non-compliance by the **Project Promoter** with the obligation referred to in Articles 11.1.1 through 11.1.4 of the **GCC** shall be considered a breach of the conditions for the provision of the **project grant** which triggers the obligation to return the project grant or portion thereof pursuant to Article 13.5 of the **GCC**. For the purposes of the **Project Contract**, the improvement of assets also means the preservation of the value of the assets through its financing from the **project grant**, in particular with regard to collection items and cultural monuments.
- 11.1.7. The **Programme Operator** may exonerate the **Project Promoter** of the obligation pursuant to Articles 11.1.1 through 11.1.4 of the **GCC** with respect to those specifically identified assets in table 7 point 5.1 of the **Grant Offer**, the further use of which is considered by the **Programme Operator**, in view of all relevant circumstances, as not bringing any economic benefits in terms of achieving the overall **project** objectives. If not stated in table 7 point 5.1 of the **Grant Offer**, the exoneration referred to in the previous sentence must be communicated to the **Project Promoter** in writing.
- 11.1.8. The **Parties** agree that the property acquired and/or improved in whole or in part from the **project grant** is subject to enforcement of a decision in accordance with generally binding legal regulations of the **SR** only if the person entitled to enforce the decision is the **Programme Operator**, Ministry of Finance of the Slovak Republic, and/or the relevant Financial Control Administration.

#### 11.2. Insurance

- 11.2.1. During the entire period of validity and effect of this **Project Contract**, the **Project Promoter** shall ensure that the assets procured and/or improved in whole or in part from the **project grant** (with the exception of property, the nature of which does not allow it, e.g. software, licenses for industrial property items, patents, trademarks, etc.) be duly insured against damage, destruction, loss or theft or other damages to cover at least the price at which they were procured, and shall ensure that such insurance is valid immediately after the conclusion of this **Project Contract** or after the procurement and/or improvement of such assets:
- 11.2.2. The **Project Promoter** is obliged to maintain a concluded and effective insurance contract, fulfil its obligations arising from it and comply with the conditions set out therein, in particular to pay premiums properly and on time for the entire duration of the insurance.
- 11.2.3. The provision of Article 11.2.1 of the **GCC** shall not apply to assets, the unit value of which is less than EUR 5,000 and the total value of which is less than 3% of the **project grant** or EUR 25,000,



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whichever is the lower, and to assets with useful life of less than one year.

- 11.2.4. Where the **Project Promoter** fails to insure the assets according to paras. 11.2.1 to 11.2.2, it shall compensate the damage, destruction, loss, theft or other damage in an adequate amount from the **additional own funds**. Non-compliance by the **Project Promoter** with the obligation under this paragraph shall be considered a breach of the conditions for the provision of the **project grant** which triggers the obligation to return the **project grant** or portion thereof pursuant to Article 13.5 of the **GCC**.
- 11.2.5. The **Project Promoter** shall notify the **Programme Operator** of any insurance claim related to the assets procured and/or improved in whole or in part from the **project grant** under this **Project Contract**, but no later than within five (5) working days its occurrence, and shall also notify the **Programme Operator** of the payment and the amount of the insurance claim referred to above within the same time limit. The **Project Promoter** shall also notify the **Programme Operator** of any changes in the insurance contract and provide a copy thereof to the **Programme Operator**.
- 11.2.6. The **Programme Operator** is entitled to review property insurance and at the same time determine other conditions of such insurance, including the extension of the types of insurance risks for which the insurance is required.
- 11.2.7. The **Programme Operator** may exempt the **Project Promoter** from the obligation under para. 11.2.1 in relation to the equipment specifically identified in Table no. 7 point 5.1 of the **grant offer**, if the **Programme Operator** is convinced, in view of all the relevant circumstances, that the continued use of this equipment would not serve any beneficial economic purpose to achieve the overall objectives of the **Project**. If such exemption is not directly listed in Table no. 7 point 5.1 of the **grant offer**, the **Project Promoter** must be notified of this exemption in writing.

**ARTICLE 12. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS AND PERSONAL DATA**

**12.1. Intellectual property rights**

- 12.1.1. Copyright and other related rights, industrial rights and other intellectual property rights, which the **Project Promoter** and also its **Partner** – if the **project** is implemented in the form of a partnership – may acquire in connection with the **Project** or by means of the **project grant**, shall remain the property of the **Project Promoter** or **Partner**. The **Project Promoter** shall ensure wide publicity of all **project outputs** and make them accessible to the public free of charge.
- 12.1.2. Where the **project grant** is used, in whole or in part, for financing art work, art performance or database according to Act no. 185/2015, the Copyright Act, as amended (hereinafter referred to as the “Copyright Act”), or another result of creative intellectual activity enjoying protection by intellectual property rights or of industrial property, the **Project Promoter** or the **Partner**, if the **Project** is implemented in partnership, is obliged no later than at the same time as concluding the contract on the creation of such a work, or other result of creative intellectual activity subject to the protection of intellectual property or industrial property rights, agree with the author, co-authors, inventors or other rights owners directly in the contract for the creation of the work, similar agreement or a separate license agreement, the method of use of the work for which the author, co-authors or owner of property rights grant license to the **Project Promoter**. This concerns, in particular, but not exclusively, consent to free access to the public, consent to the extent pursuant to § 30 of the Copyright Act and consent to grant a sublicense pursuant to § 72 of the Copyright Act to the **Programme Operator** and other **authorised persons**, including consent to be recorded in an electronic database.
- 12.1.3. The **Project Promoter** shall grant the **Programme Operator** and other **authorised person** its consent to making any work, with respect to which the **Project Promoter** exercises the copyright owner’s rights and which was financed in whole or in part from the **project grant**, accessible to the public according to §30 of the Copyright Act without any territorial or substantive restrictions and without any entitlement to remuneration for the exercise of

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such rights, and shall ensure that such consent is also granted by its **partner**, if the **project** is implemented in the form of a partnership.

- 12.1.4. The **Project Promoter** agrees that the **Programme Operator** and other **Authorised Person(s)** make photographs and audio-visual recordings of the **project output, project results and project activities**, which will be included in the electronic database accessible via the websites [www.eeagrants.sk](http://www.eeagrants.sk) and [www.eeagrants.org](http://www.eeagrants.org) and made available to the public through them.
- 12.1.5. The **Project Promoter** undertakes to ensure that all legal relations with third persons participating in the implementation of the **project** be settled in a manner that such persons will not be able to seek from the **Programme Operator** any claims arising from moral rights, copyright and other related rights, industrial rights or other intellectual property rights. The **Project Promoter's** failure to grant the **Programme Operator** its consent to using the work in accordance with Article 12.1.3 of the **GCC**, in particular as regards making such work accessible to the public, or the **Project Promoter's** failure to cause its **partner** to grant such consent, shall constitute a breach of the conditions for the provision of the **project grant** or portion thereof pursuant to Article 13.5 of the **GCC** and, in addition to that, the **Project Promoter** shall compensate the **Programme Operator** or the **SR** for any damages incurred by the **Programme Operator** or the **SR** as a result of the breach of this obligation.
- 12.1.6. Any agreement related to copyright or other intellectual property rights may be signed by the **Project Promoter** within the **project** only with the prior consent of the **Programme Operator**, otherwise the **Programme Operator** shall be authorised to treat the expenditures incurred on the basis of such agreement as **ineligible expenditures**.

#### 12.2. Personal data protection

- 12.2.1 The legal basis for the processing of personal data under this point is Article 6 (1) a) b) et seq. of the Regulation of the European Parliament and the Council no. 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive

95/46 / EC (hereinafter referred to as the "GDPR Regulation") and § 13 (1) b) et seq. Act no. 18/2018 Coll. on Personal Data Protection and on Amendments to Certain Acts, as amended (hereinafter also referred to as the "Personal Data Protection Act"). The principles of personal data processing are published on the website [www.eeagrants.sk](http://www.eeagrants.sk), where the document "Personal Data Protection Statement" contains information on the purpose of processing, legal basis, categories of personal data, data subjects, recipients of personal data and the storage period of personal data.

- 12.2.2 At the same time, the **Project Promoter** undertakes to ensure that, in fulfilling the obligations arising from the **Treaty**, the **Legal Framework**, the **Implementation Rules** or the legislation of the **SR** and the **EU**, the processing of personal data of each data subject to which the personal data is transferred to the **NFP/Programme Administrator** is in accordance with and the **Personal Data Protection Act** and other **relevant legislation of the EU and SR** concerning the processing of personal data.
- 12.2.3 The personal data referred to in paras. 12.2.1 and 12.2.2 of this **Project Contract** shall be processed for the purpose of enabling clear identification of the persons participating in the implementation of the **project**, particularly during the **control of the project**, administration of the **project**, statistical evaluation of data and their storing in the database or IT system of the **Programme Operator**, and written **communication between the Parties**.

#### ARTICLE 13. LIABILITY FOR THE BREACH OF OBLIGATIONS

##### 13.1. Occurrence of an irregularity

- 13.1.1. An **irregularity** in the **project** occurs in case of infringement by the **Project Promoter** and/or its **Partner** of a provision of the **EEA FM/NFM Legal Framework** or the **Legislation of the EU and SR**, which prejudices or adversely affects the implementation of the **EEA FM/NFM**, in particular the implementation and/or budget of the **Project** or **programme**.

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- 13.1.2. An **irregularity** in the **Project** also occurs in case of infringement by the **Project Promoter** and/or its **Partner** of the provisions in the **Implementation Rules**, the provisions of this **Contract** and/or the **Partnership Agreement**, which prejudices or adversely affects the implementation of the **EEA FM/NFM**, in particular the implementation and/or budget of the **project** or **programme** or **other activities funded by EEA FM/NFM**.
- 13.1.3. The **Programme Operator** reserves the right to assess whether the infringement pursuant to Articles 13.1.1 and 13.1.2 of the **GCC** prejudices or adversely affects the implementation of the **EEA FM/FM**, in particular the implementation and/or budget of the **project** or the **programme**. This shall be without prejudice to the right of other **authorised person** to identify an **irregularity** during the **control of the project**.
- 13.1.4. The **Project Promoter** shall immediately notify the **Programme Operator** in writing of any **irregularities** or **suspensions of irregularities** in a manner and to the extent required by the **Implementation Rules**, and shall provide the **Programme Operator** with assistance in remedying and communicating them to the competent authorities. The **Project Promoter** shall submit to the **Programme Operator** all documents relating to an **irregularity** or a **suspension of irregularity**.
- 13.1.5. The **Project Promoter** understands that the **Programme Operator** is required, under the **EEA FM/NFM Legal Framework** and the **Implementation Rules**, to provide any information relating to an **irregularity** and a **suspension of irregularity** to the **NMFA/FMC** or other **authorised person** and grants consent to the provision of such information.
- 13.1.6. The **Parties** undertake to exert their best effort to prevent, identify and remove the effects of any **irregularity**, investigate any **suspension of irregularity**, and to adopt appropriate remedies.
- 13.1.7. The **Project Promoter** understands that the occurrence of any **irregularity** or **suspension of irregularity** is deemed to constitute such a breach of conditions for the provision of the **project grant** which, on its own, triggers the obligation to reimburse the provided **project grant** or portion thereof regardless of whether the occurrence of such **irregularity** was caused by an act or omission on the part of the **Project Promoter** or **Partner**.
- 13.1.8. In the event that an **irregularity** occurs in a **project**, the **Programme Operator** shall be authorised, depending on the type and gravity of such **irregularity**, to:
- request the **Project Promoter** to remedy, within a reasonable period, the irregular situation or **irregularity**; and/or
  - determine the **financial correction** pursuant to Article 13.2 of the **GCC** and to request the **Project Promoter** to return the provided **project grant** or portion thereof pursuant to Article 13.5 of the **GCC**.
- 13.1.9. Provision 13.1.8 of the **GCC** shall be without prejudice to the rights and obligations of other **authorised person** arising from the generally binding laws of the **SR**, in particular as regards a breach of financial discipline, the **EEA FM/NFM Legal Framework** and/or the **Implementation Rules**.
- 13.1.10. Where the **Project Promoter** fails to remedy, following the delivery of the request referred to in paragraphs 13.1.8.a of the **GCC**, the irregular situation or the causes of the occurrence of an **irregularity**, or fails to ensure the adoption of the required measure, the **Programme Operator** shall be authorised to determine the **financial correction** pursuant to Article 13.2 of the **GCC** and request the **Project Promoter** to return the provided **project grant** or portion thereof pursuant to Article 13.5.
- 13.1.11. For the purposes of this **Project Contract**, an **irregularity** shall be deemed remedied by the **Project Promoter** only if the **Project Promoter** has rectified the irregular situation or removed the causes of the occurrence of an **irregularity** and/or if any claims of the **Programme Operator** or the **SR** arising in connection with the occurrence of an **irregularity** or a **suspension of irregularity** have been satisfied by the **Project Promoter**.
- #### 13.2. Financial correction
- 13.2.1. The **Programme Operator** shall be authorised to determine the **financial correction**, if an **irregularity** or a **suspension of irregularity** has been identified in a **project**.
- 13.2.2. In determining the amount of the **financial correction**, the **Programme Operator** shall rely in particular on the individual cases of identified **irregularities** and take into account the systemic nature of the **irregularity**. This provision shall be

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without prejudice to the **FMC/NMFA's** right under Article 13.2 of the **Regulation** to determine the **financial correction** or modify the amount of the **financial correction** determined by the **Programme Operator** or other **authorised person**.

13.2.3. The **Programme Operator**, as well as the **FMC/NMFA**, shall be authorised to determine the **financial correction** within the **project** also in the case of a **suspicion of irregularity**.

13.2.4. The **Programme Operator** shall notify the **Project Promoter** in writing of its intention to determine the **financial correction**. The **Programme Operator** shall allow the **Project Promoter** thirty (30) working days to provide an explanation.. After the expiry of the time limit granted to the **Project Promoter** to provide an explanation, the **Programme Operator** shall determine the final amount of the **financial correction** following an agreement with the **NMFA/FMC**, where relevant. The same procedure shall be applied if the **financial correction** within a **project** is set by other **authorised person** on grounds of the occurrence of an **irregularity** or a **suspicion of irregularity**. The **Project Promoter** shall return the **project grant** to the **Programme Operator** in the amount, in a manner and within the time limit referred to in Article 13.5 of the **GCC**, unless this **Project Contract** or the request for reimbursement stipulates a different time limit.

13.2.5. The **Project Promoter** acknowledges and agrees that the amount of the **total eligible expenditures** shall be reduced as a result of determining the **financial correction** within a **project**. The Parties undertake to conclude an annex to the **Project Contract**, which will adjust the maximum amount of the **total eligible expenditures**, provided that the **final project report** has not been submitted. By determining the **financial correction** within the **Project**, the **Project Promoter** also incurs an obligation towards the Program Administrator to return the provided Project Grant or its part in accordance with point 13.5 of this Article.

13.2.6. After the **financial correction** is determined, the **Project Promoter** shall be obliged to top up the financing of the **project** from the **additional own funds** so that the **project** is implemented in an unchanged scope, manner and within the time limit laid down in this **Project Contract**, unless the Parties agree otherwise.

## 13.3. Suspension of project grant payments

13.3.1. The **Programme Operator** may suspend the payments of the **project grant** to the **Project Promoter** (hereinafter also referred to as "suspend the financing"), if:

- a. an **irregularity** or a **suspicion of irregularity** has been identified within the project;
- b. an **irregularity** or a **suspicion of irregularity** has been notified and is being dealt with by a competent authority for **irregularities** at the national level or by the FMO at the international level;
- c. a substantial change of circumstances has occurred and affects the eligibility, credibility or ability of the **Project Promoter** or **partner**, if the **project** is implemented in the form of a partnership, to continue the implementation of the **project**;
- d. the **Programme Operator** learns of any misinterpretation of facts in any information provided by the **Project Promoter** or on its behalf, which directly or indirectly affects the implementation of the **project** or this **Project Contract**;
- e. the **FMC/NMFA** decided to suspend the payments to the **programme** or a **project**;
- f. a substantial change has occurred in the circumstances underlying the implementation of the **project** and/or the provision of the **project grant**;
- g. the **Project Promoter** has failed to provide the required information to the **Programme Operator** within the prescribed time limit and/or scope;
- h. the **Project Promoter** has failed to return, within the prescribed time limit and/or scope and/or in the prescribed manner, the **project grant** or portion thereof despite having been requested to do so by the **Programme Operator** or other **authorised person** in accordance with this **Project Contract**.

13.3.2. The payments may be suspended for the entire **project**, certain **project outcomes** or **project outputs**. The **Programme Operator** reserves the right to determine the scope for the suspension of payments.

13.3.3. The **Programme Operator** shall send a notice to the **Project Promoter** concerning the suspension of **project grant** payments. In the notice, it shall state the reasons for the suspension of **project grant** payments, as well as the deadline for the

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submission of documents allowing the **Programme Operator** to examine whether the reasons for the suspension of payments no longer prevail or have been remedied.

- 13.3.4. The **Project Promoter** shall without delay ensure the submission of documents or other evidence demonstrating that the facts justifying the suspension of payments no longer prevail, or of documents or other evidence demonstrating that the reason for the suspension has been remedied, i.e., even before the specified deadline, and shall request the **Programme Operator** in writing to lift the suspension.
- 13.3.5. The **Programme Operator** shall lift the suspension of financing if the reason for the suspension of financing no longer prevails, applies or justifies the suspension of financing, and shall resume the **project grant** payments.
- 13.3.6. The suspension of payments of the **project grant** shall be without prejudice to the **Project Promoter's** performance of its obligations under this **Project Contract**, the **EEA FM/NFM Legal Framework** and the **Implementation Rules**.
- 13.3.7. The maximum time period during which the payments of the **project grant** may be suspended is 12 months of the date on which the notice of the suspension of **project grant** payments was delivered to the **Project Promoter**; after the expiry of this period, the **Project Promoter** shall be obliged to return the already received project grant or portion thereof pursuant to para. 13.5.

#### 13.4. Suspension of project implementation

- 13.4.1. The **Programme Operator** shall be authorised to suspend the implementation of the **project**, if:
- the implementation of the **project** damages or demonstrably threatens to damage the reputation of the EEA Grants and Norway or the **SR**;
  - the implementation of the **project** prejudices, or demonstrably threatens to prejudice public interest;
  - the implementation of the **project** causes or may cause damage to the health of the population or property;
  - the implementation of the **project** causes other damage or threats similar to those specified under letters a) to c) of this paragraph.
- 13.4.2. If the implementation of the **project** is suspended, the **Project Promoter** may not

continue the implementation of the project, not even if using its **additional own funds**, and the time limits shall be suspended. After the suspension of project implementation is lifted, the **project** shall be completed no later than by the expiry of the **project implementation period**.

- 13.4.3. The **Programme Operator** shall send a notice to the **Project Promoter** concerning the suspension of **project** implementation. In the notice, it shall state the reasons for the suspension of **project** implementation, as well as the deadline for the submission of documents allowing the **Programme Operator** to examine whether the reasons for such suspension no longer prevail or have been remedied.

#### 13.5. Return of funds

- 13.5.1. The **Project Promoter** shall return the **project grant** or portion thereof to the **Programme Operator** if:
- this **Project Contract**, the **EEA FM/NFM Legal Framework** or the **Implementation Rules** require the **Project Promoter** to return the received **project grant** or portion thereof;
  - the **Project Promoter** has failed to settle the **project grant** or portion thereof by means of an **interim project report**;
  - the **project grant** or portion thereof have been provided to the **Project Promoter** as a result of an erroneous payment or unduly, in particular due to the ineligibility of the **Project Promoter** to receive the **project grant** under this **Project Contract**;
  - the **Project Promoter** has breached the obligations under this **Project Contract**, the **SR** or **EU** legislation, the **EEA FM/NFM Legal Framework** and/or the **Implementation Rules**, whereby such conduct caused the occurrence of an **irregularity** and constituted a breach of financial discipline pursuant to §31(1)(a)(b) and (c) of Act No. 523/2004 Coll. on budgetary rules of public administration and on amendments to certain acts as amended (hereinafter **Act on Budgetary rules of Public Administration**) ;
  - if the **Programme Operator** so determines on grounds that the **Project Promoter** has breached the provisions of this **Project Contract**, the **SR** or **EU** legislation, the **EEA FM/NFM Legal Framework** and/or the **Implementation Rules**, whereby such conduct caused the occurrence of an **irregularity** but did not constitute a breach of financial discipline pursuant to §31(1)(a)(b) to (c)

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- of Act on budgetary rules of public administration and on amendments to certain acts as amended, i.e., in view of the fact that an **irregularity** caused by the **Project Promoter** is deemed to constitute such a breach of conditions for the provision of the **project grant** which, on its own, triggers the obligation to return the provided **project grant** or portion thereof; in the event that the **Project Promoter** fails to return the **project grant** or portion thereof in accordance with the procedure laid down in this Article, such breach of the conditions shall be subject to the provision of the second sentence in §31(7) of Act on budgetary rules of public administration,
- f. if the **Programme Operator** so determines on grounds that the **project partner** has breached the provisions of the **Partnership Agreement**, whereby such conduct caused the occurrence of an irregularity, i.e., in view of the fact that an irregularity caused by the **partner** is deemed to constitute such a breach of conditions for the provision of the **project grant** which triggers the obligation of the **Project Promoter** to return the **project grant** or portion thereof; in the event that the **Project Promoter** fails to return the **project grant** or portion thereof in accordance with the procedure laid down in this Article, such breach of the conditions shall be subject to the provision of the second sentence in §31(7) of Act on budgetary rules of public administration.
- g. a decision on a **financial correction** pursuant to para. 13.2 of this Article made within the project;
- h. if the **FMC/NMFA** takes a decision on a **financial correction**, in particular, but not limited to, as a result of the occurrence of an **irregularity** or a **suspicion of irregularity** in the **project**;
- i. if a Court's decision establishes that an offence has been committed, evaluators have been influenced, or the approved rules related to conflict of interest have been breached within the process of approving the **project**.
- 13.5.2. If this **Project Contract** requires the **Project Promoter** to return the provided **project grant** or portion thereof, the **Programme Operator** shall send to the **Project Promoter** a request for reimbursement, indicating the amount of the provided **project grant** which must be returned, including the identification of the account to which the **Project Promoter** is to return the **project grant**.
- 13.5.3. The **Project Promoter** shall return the provided **project grant** or portion thereof to the **Programme Operator** within thirty (30) working days of the delivery of the request for reimbursement, unless this **Project Contract**, the **Implementation Rules** or the request for reimbursement specify a different time limit. If the **Project Promoter** fails to return the required funds within the time limit specified in the request for reimbursement, the **Programme Operator** is entitled to apply against the **Project Promoter** a contractual penalty of 0.1% from the specified portion of the **project grant** for each started day of delay.
- 13.5.4. Within ten (10) calendar days of effecting the payment, the **Project Promoter** shall notify the **Programme Operator**, in a manner prescribed by the **Implementation Rules**, of the fact that the **project grant** or portion thereof has been returned. The notification shall be accompanied by a bank statement demonstrating that the payment has been credited to the account specified in the request for reimbursement.
- 13.5.5. If the **Project Promoter** fails to pay the **project grant** in a manner, scope and/or within the time limit stated in the request for reimbursement, the **Programme Operator** shall notify the competent financial control administration of the breach of financial discipline which justifies the initiation of administrative proceedings.
- 13.6. Payment of revenues and excess profit**
- 13.6.1. The accounts of the **Project Promoter** and the **Partner** based in the **SR** are non-interest-bearing.
- 13.6.2. If the **Partner's** account with its registered office outside the territory of the Slovak Republic is interest-bearing and this **Partner** is financed by a system of advance payments, the **Project Promoter** shall ensure that the **Partner** uses interest income for the purposes for which state budget funds were provided for co-financing, i.e., towards fulfilling the **Project Output** and the **Project Results** and, upon request, declares the fulfilment of this obligation to the **Programme Operator**.
- 13.6.3. If the **Project Promoter** fails to return the revenues or **excess profit** in due time and manner, the **Programme Operator** shall follow the same procedure as that which applies to the return of the **project grant** or portion thereof pursuant to Article 13.5,

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**ARTICLE 14. TERMINATION**

**14.1. General provisions**

- 14.1.1. The **Parties** have agreed that the contractual relationship under this **Project Contract** shall be terminated upon:
- a. the fulfilment of obligations of the **Parties** and, simultaneously, at the end of the duration of the **Project Contract**;
  - b. mutual consent of the **Parties**;
  - c. withdrawing from the **Project Contract**.
- 14.1.2. The **Parties** have agreed that this **Project Contract** may be terminated pursuant to Article 14.1.1.b of the **GCC** only if the **Parties** have mutually settled all obligations arising from or based on the **Project Contract** or if no funds under the project have been provided, even partially, to the **Project Promoter**.
- 14.1.3. The **Project Promoter** shall be deemed in default if it fails to comply, in due and timely fashion, with obligation(s) specified in this **Project Contract**, the **EEA FM/NFM Legal Framework** or the **Implementation Rules** to which the **Project Promoter** consented in this **Project Contract**.
- 14.1.4. If the **Project Promoter** is in default with the performance of the obligation undertaken pursuant to this **Project Contract**, such conduct shall mean a material breach of the contractual obligation and, at the same time, a breach of financial discipline pursuant to §31(1) of Act on budgetary rules of public administration.
- 14.1.5. The **Programme Operator** shall be authorised to immediately withdraw from the **Project Contract**, if the **Project Promoter** has substantially breached its obligation to which it consented in this **Project Contract**. Where the **Programme Operator** does not withdraw from the **Project Contract**, the **Programme Operator** shall be authorised to act in accordance with para. 13.1.8 of the **GCC**.
- 14.1.6. The **Parties** have agreed that the **Project Promoter** shall be authorised to withdraw from this **Project Contract** pursuant to §344 of Act No. 513/1991 Coll. (the **Commercial Code**) as amended.
- 14.1.7. If the **Programme Operator** withdraws from the **Project Contract** on grounds of the **Project Promoter's** breach of its obligation under this **Project Contract**, the **Project Promoter** undertakes to return the full amount of the already received **project grant** to the **Programme Operator** in accordance with para. 13.5 of the **GCC**. This obligation of the **Programme Operator** shall also apply if the individual article of the **Project Contract** indicating a breach of the **Contract** does not explicitly state that the **Programme Operator** is obliged to return the **Project Grant** or its part.
- 14.1.8. If the **Programme Operator** withdraws from the **Project Contract** because it is objectively or subjectively impossible for the **Project Promoter** to perform its obligations under this **Project Contract**, the **Project Promoter** undertakes to return the full amount of the already received **project grant** to the **Programme Operator** in accordance with Article 13.5 of the **GCC**.
- 14.1.9. The withdrawal from the **Project Contract** shall be effective on the date of the delivery of the written notice of withdrawal from the **Project Contract** to the other Party.
- 14.1.10. In the case of withdrawal from the **Project Contract**, the rights and obligations of the **Programme Operator** and the **Project Promoter** which, by their nature, should remain in force after the termination of the **Project Contract**, in particular the right to request reimbursement of the provided **project grant**, the right to damages incurred as a result of a breach of the **Project Contract** and the obligation of the **Project Promoter** to return the received **project grant** or portion thereof under this **Project Contract**, shall survive.
- 14.1.11. The **Parties** have agreed that the obligations under the **Project Contract** shall cease to exist on the day when the **Project Promoter** enters into liquidation or when bankruptcy proceedings are initiated against it, provided that the **Project Promoter** enters into liquidation or the bankruptcy proceedings are initiated against it while this **Project Contract** remains in force and effect. In this case, the **Project Promoter** undertakes to return the funds provided under this **Project Contract** to the **Programme Operator** within three (3) calendar days of entering into liquidation or within three (3) calendar days of the initiation of bankruptcy proceedings. Otherwise, the **Programme Operator** shall be entitled to a claim amounting to the disbursed **project grant**, including any fine, and may exercise this claim within the liquidation or bankruptcy proceedings.

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### ARTICLE 15. TRANSFER AND ASSIGNMENT OF RIGHTS

#### 15.1. Transfer of rights

- 15.1.1. The **Project Promoter** is only authorised to transfer rights and/or obligations, or a part thereof, arising under this **Project Contract** to another entity based on written consent of the **Programme Operator**. If the **Programme Operator** does not grant such consent, the **Project Promoter** remains bound by the Project Contract to the **Programme Operator** to the same extent and content in line with § 531 et seq. of the Civil Code, regardless of any obligations of the **Project Promoter** towards third parties.
- 15.1.2. If the **Project Promoter** transfers the rights and/or obligations, or a part thereof, arising under this **Project Contract** to another entity without a prior written consent of the **Programme Operator**, the **Project Promoter** is required to return the provided **project grant** or portion thereof.

#### 15.2. Assignment of rights

- 15.2.1. The **Project Promoter** shall notify the **Programme Operator** in writing of the fact that the assignment of rights and obligations under this **Project Contract** has occurred, or will occur, without any delay after it has learnt of the occurrence, or of the possibility of the occurrence of such assignment.

### ARTICLE 16. ACCOUNTING

#### 16.1. General provisions

- 16.1.1. The **Project Promoter** that is an accounting entity under Act No. 431/2002 Coll. on accounting, as amended, shall maintain accounting of facts relating to the **project**:
- on analytical accounts broken down by individual projects or in analytical records kept technically according to the Act on Accounting broken down by individual projects without creating analytical accounts for individual projects, if using the double-entry bookkeeping system or
  - or on the accounting books pursuant to §15 of Act No. 431/2002 Coll. on accounting, along with appropriate verbal and numerical identification

of the project in the related accounting entries if using the single-entry bookkeeping system.

- 16.1.2. The **Project Promoter** or **Partner** that is not an accounting entity under Act No. 431/2002 Coll. on accounting shall keep records of assets, liabilities, revenue and expenditure (defined under §2(4) of Act on accounting) related to the project in accounting books used in the single-entry bookkeeping system (§15(1) of Act on accounting), along with appropriate verbal and numerical identification of the project in the related entries; the provisions of Act No. 431/2002 Coll. on accounting, as amended, concerning accounting entries, accounting documents and valuation method apply accordingly to the keeping of such records, evidencing entries and the valuation method.
- 16.1.3. The **Project Promoter** or **Partner** shall keep its accounts, where possible, in technical form.
- 16.1.4. For the purposes of certification, the **Project Promoter** and the **Partner** shall, upon request, submit to the **Certifying Authority** the accounting records or records designated by it in written form and in technical form, if the **Project Promoter** and the **Partner** keep accounting records or records in technical form. They have this obligation for as long as they are required to keep and retain accounting records.

#### 16.2. Archiving of accounting records

- 16.2.1. The **Project Promoter** shall ensure the storage and protection of accounting records, registers or other documentation relating to the **Project** in accordance with the applicable legislation of the **SR** and shall keep such documentation available in accordance with Article 8.8 of the **Regulation** throughout the validity and effect of this **Project Contract**.

### ARTICLE 17. REPRESENTATIONS OF THE PARTIES

#### 17.1. Representations of the Project Promoter

- 17.1.1. The **Project Promoter** hereby represents that:
- it does not and shall not request a subsidy, contribution or other form of aid for the implementation of the **Project** which would result in double financing or co-financing from the sources of other chapters of the state budget of the **SR**, state funds, other public funds or **EU** funds



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and that no such support has been provided to it for the implementation of the **project**;

- b. it is not subject to judicial, enforcement, administrative, bankruptcy or restructuring proceedings and that it is not in liquidation;
- c. the information it provided to the **Programme Operator**, in particular, but not exclusively, in connection with the **project application** and its evaluation, and in connection with the execution of this **Project Contract**, is authentic, true, accurate and complete.

17.1.2. The **Project Promoter** also represents that it is aware that the **project grant**, including any portion thereof, represents funds disbursed from the **EEA FM/NFM** and the state budget of the **Slovak Republic** as mandatory co-financing of the **Programme**. The use of these funds, the control of the use of these funds and the recovery of unauthorised use or retention, as well as imposition and enforcement of penalties for the breach of financial discipline is subject to the procedure governed by separate regulations, in particular, but not limited to, Act on budgetary rules of public administration and Act No. 357/2015 Coll. on financial control and internal audit and on the amendment of certain acts, as amended.

#### 17.2. Disclaimer

- 17.2.1. The **Programme Operator** shall in no case be liable for the supervision, implementation, completion or operation of the **project**.
- 17.2.2. The **Project Promoter** is responsible to the **Programme Operator** for the **Project Activities, Project Results, Project Outputs** in their entirety during the implementation of the **Project**, as well as during the **Project Sustainability Period** under the conditions specified in this **Project Contract**. If the **Project Promoter** implements the **Project** with the help of suppliers or other contractually bound or otherwise cooperating persons, it is responsible for the **Project** as if it were implemented by the **Project Promoter** itself. The **Programme Operator** is not responsible at any stage of the **Project** implementation for any breach of the **Project Promoter's** obligations towards its suppliers or any third parties participating in the **Project**.
- 17.2.3. The **Programme Operator** does not assume any risk or responsibility whatsoever for any damage, injuries or other possible adverse effects caused

by the **project** including inconsistencies in the planning or implementation of the project, not even in connection with other projects that might affect it or that it might affect, or for any public discontent. The **Project Promoter** is exclusively responsible for a timely, due and satisfactory solution to such situations.