

Prot. 10839
dell' 31/09/2017

PARTNERSHIP CONTRACT
Concluded between the Contracting Parties:

1. Company / organization name: Mesto Fiľakovo

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

ID: 00316075 TIN: 2021115052

Legal representative: Mgr. Attila Agócs, PhD.

Bank name and address: OTP BANKA SLOVENSKO

IBAN: SK95 5200 0000 0000 0817 4961

SWIFT/BIC: OTPVSKBX

(hereinafter „the main Partner“)

and

2. Name: Comune di Penne

Legal form: Public Institution

Address/Seat: Municipality of Penne, P.zza Luca da Penne Sn, 65017 Penne (PE)

ID: G438 TIN: 00224710681

Legal representative: Mr Mario Semproni, Dr.

Bank name and address Banca Popolare dell'Emilia Romagna – Filiale di Penne

IBAN: IT52X0538777360000000536523

SWIFT/BIC: BPMOIT22XXX

(hereinafter „Partner “)

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

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

P R E A M B L E

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

either Party considers it appropriate to amend the Partnership Contract by an addendum; the Contracting Parties undertake to conclude an amendment to the Partnership Contract to the extent of alignment with applicable law or other relevant instrument.

Article I

Subject and purpose of Partnership Contract

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

Article II

Declarations

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

7. The Partner is required to:
 - a) reimburse the contribution made or part of it thereof to the main Partner in the case of a wrongly-made payment
 - b) to repay the contribution made or part of it thereof to the main Partner if he has breached the obligations set out in the Partnership Contract
 - c) if so determined by the main Partner and/or the Provider, to repay the contribution made or part of it thereof to the main Partner if the Partner has breached the obligations set out in the Partnership Contract
 - d) If the main Partner and/or the Provider determines it, to reimburse the contribution made or part of it thereof to the main Partner if the minimum number of participants at individual events was not fulfilled in accordance with Annex no. 1. of the Contract by the Partner as defined in the Program Guide valid since January 2017 (hereinafter referred to as the Program Guide) (<http://www.europapreobcanov.sk/uploads/program%202017/2017%20Programme%20Guide%20EN.pdf>), respectively as amended.

The Partner undertakes to comply with these obligations to the main Partner properly and in a timely manner.

Article III

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

1. The Partner is responsible to the main Partner for the implementation of the Project's assigned activities under the Partnership Contract.
2. The main Partner is fully responsible in the relation to the Provider for the coordination and management of the implementation of all activities of the approved Project and for the fulfilment of the obligations of the Partners arising and related to the Partnership Contract. This does not affect the Partner's responsibility towards the main Partner.
3. The Partner also participates in the provision of the individual activities of the Project, while its share and participation in the provision of individual activities for the implementation of the Project is listed in Annex 1 of the Partnership Contract.
4. Each member of the partnership undertakes to fulfil his obligations under the Partnership Contract properly and in a timely manner, acting as the executor of the Project's activities and is responsible to the main Partner and the Provider for the proper and timely fulfilment of its obligations.
5. The Partner undertakes to perform for the main Partner all necessary financial and administrative actions related to the realization of the relevant activities of the Project and shall ensure the outputs of the project according to Annex no. 1 and in accordance with the Program Guide.
6. The Partner has the right, within the agreed proportion of his / her participation in the Project, to ensure the supply of goods, services and works necessary for the relevant Project activity realization from third parties, under the conditions set out in the Partnership Contract.
7. The members of the partnership undertake to carry out the procurement of services, goods and works in accordance with the guidelines of the applicable legislation and the program manual, i.e. the realization of the project / activity requires the procurement of goods or services, the main Partner / Partner must enter into a contract with the Tenderer whose tender is economically the most advantageous, i.e. the Tenderer offering the best value for money or, where applicable, the lowest Bidder, and to ensure that they avoid conflicts of interest and maintain audit documentation .

8. If the Partner is unable to implement the Partnership Contract with his / her assigned activities to the specified extent, the main Partner will propose a change or, respectively, cancellation of the Partnership Contract.
9. The Partner is required to report to the main Partner issues, limiting factors, risks and threats that may have an impact on the implementation of the activities and the implementation of the Project entrusted to the Partner.

Article IV

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

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

Article V

Way of non-refundable financial contribution withdrawing

1. The financial contribution is granted to the main partner under the provisions of the Grant Decision no. 2017-1325 / 001-001 pre-financing of 40% of the total project budget within 30 days after signing the Grant Decision. The remaining 60% of the total budget of the project will be paid by the Grantor after approval of the final project report.
2. The main Partner after the conclusion (the contract signed by the Partner and the main Partner) and the subsequent entry into force (the day following the publication of the Contract on the main partner's website) of this Contract:
 - will pay an advance payment of 10% of the Partner's total budget within 10 calendar days to the partner's bank account
 - the main Partner will pay within 10 calendar days before the date of the implementation of the Partner event according to Annex no. 1 of the Partnership Contract, an advance payment of 30% of the total budget of the Partner
 - the main Partner will pay within 10 calendar days following the receipt of the balance payment from the Provider to the Partner's bank account a balance of 60% of the total budget of the Partner.
3. In case there will be non-compliance, or gross violation of the Contract Terms and Conditions by the Partner, the Provider takes steps to reduce the grant to the main Partner, this difference will be deducted from the balance of the Partner's balance amount.

Article VI

Eligible costs

1. As eligible costs of the Partner on Project realization can be considered costs that meet the terms of the Partnership Contract and are directly related to the implementation of the activities belonging to the Partner according to Annex no. 1 of the Partnership Contract
2. Eligible costs are:
 - travel expenses of members of the Partner's delegation in connection with participation in events organized by the main Partner or other project Partner according to Annex no. 1. Partnership Contract ,
 - travel expenses of guests on the site of realization of the Partner's event,
 - costs of stay (accommodation, allowance, etc.) for participants participating the Partner's event,
 - rental of premises, interpretation and translation costs necessary to carry out partner activities,
 - costs of communication / dissemination of information related to the implementation of the Project,
 - personnel costs directly related to the implementation of activities (wage costs of event organizers, lecturers, etc.),
 - procurement of goods, works or services in connection with the implementation of the Partner's activities according to Annex no. 1. of the Partnership Contract.
3. The Parties acknowledge that the grant is provided by the Provider exclusively to the main Partner as the beneficiary as per the Grant Decision.

Article VII

Budget

1. The main Partner is fully responsible for the budget preparation of the Project. The main Partner decides on the allocation of funds to partners to secure their respective activities as per the Partnership Agreement, for which they are within the Project realization responsible for. The Partner breaks down assigned funds to individual budget items related to the financing of the Partner's event realization activities on-site and individual budget items related to the financing of participation in events organized by the main Partner and other Partners. The Partners note this fact and unreservedly agree with it. At the same time, the Partners at Project budget preparation undertake that they provide the main Partner with the necessary information relating to the use of the project funds, which can be fairly requested from them in the manner and within the timeframe, set by the main Partner. The amount of the allocated funds to the Partner's budget is an integral part of the Partnership Contract as set out in the Annex no. 2
2. The Partner undertakes to pre-finance 60% of its own budget from its own resources under the terms of the previous Articles of the Contract.

Article VIII

Project implementation control

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

Article IX

Information and publicity

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

Article X

Assets and intellectual property (know-how)

1. Assets acquired within the Project must be included to the account records of the relevant member of the partnership.
2. Copyright of outputs developed under the Project for which a grant has been provided or a part thereof shall remain in the property of the relevant member or members of the partnership who is or are its authors or has copyright. The members of the partnership by signing of the Partnership Contract in accordance with the provisions of § 18 letter (C) of the Copyright Act (Act No. 618/2003 Coll., as amended), grant a general consent to the free distribution of the work or copies thereof for other members of the partnership, and at the same time undertake to obtain such consent from any other third parties whose rights are, or could be affected by such action.

Article XI

Disputes and requests

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

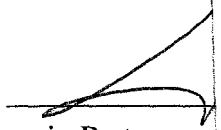
Article XII

Specific and final provisions


1. The main Partner has the right to propose partners to withdraw from the Partnership Contract in relation to the partner, and it could be in case:
 - a) if it considers it necessary in view of the circumstances and seriousness of the breach of contract by the Partner, and this procedure is effective from the point of view of the main Partner,
 - b) if the Partner has breached his contractual obligations in a way that does not allow the Project's material and timely implementation,
 - c) if the Partner repeatedly fails to meet his contractual obligations or if he has deliberately breached his contractual obligation.
2. The Partnership Contract shall enter into force on the date of signature by both Contracting Parties and effective after the entry into force and effect of the Contract relating to the Project realization.

3. The Partnership Contract may be amended or supplemented only by mutual agreement between the Parties, and any amendment must be made in the form of a written amendment to the Partnership Contract.
4. The Partnership Contract is issued in duplicate, one for each of the Contracting Parties.
5. The Parties declare that they have read and duly consulted the Partnership Contract, its content and the legal effects thereof, their contractual statements are sufficiently clear, specific and understandable, signatory persons are entitled to sign this Partnership Contract and as a sign of acceptance they have signed it.

In Filakova date 19.9.2017


main Partner
(legal representa

In P


Partner
(legal representative)

Annexes:

Annex no. 1. Overview of partner activities and tasks

Annex no. 2. Partner's budget

Annex no. 3. Grant decision no. 2017-1325/001-001