

PARTNERSHIP AGREEMENT**1. PREAMBLE**

- 1.1. The Parties specified in the Section 2 of this Partnership Agreement (hereinafter referred to as the "Agreement") conclude this Agreement according to Section 51 of the Act No. 40/1964 Coll. Civil Code as amended with the aim to jointly implement the project called **The Biogas Station and the Green Logistics Centre Tvrdó** in specified in the Article 5 of this Agreement (hereinafter referred to as the "Project").
- 1.2. **Project Promoter** filed an **Project Application** under the Call for submission of Project Applications – code of the Call GII01, launched by the Government Office of the Slovak Republic as a Programme Operator for the program Green industry (hereinafter referred to as the „**Programme Operator**“). The **Project Application** was approved by the **Programme Operator** and the Project was registered under the no 7752/2013/ORINFM.
- 1.3. The Parties have accepted the offer of the **Programme Operator** for the provision of the **Project Grant** and **each 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 program "Green Industry" co-financed from Norwegian Financial Mechanism and the state budget of the Slovak Republic (hereinafter referred to as the "Project Contract"), according to which the **Project** shall be realized in the partnership established between them. By signing this Agreement, each **Partner** declares that he is well acquainted with the draft of the **Project Contract**, which forms Annex No. 1 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 does not represent a partnership according to Section 829 of the Act No. 40/1964 Coll. Civil Code as amended and this contractual relationship does not have a character of the supply-purchase relationship.
- 1.5. The terms used in this Agreement are defined in Article 1 **General Conditions of Contract**, which form Annex No. 2 of the **Project Contract** and/or in the **NFM Legal Framework** and/or in the **Implementation Rules**. In case a term in the **Project Contract** is defined otherwise than in the **NFM Legal Framework** or in the **Implementation Rules** i.e., for the purposes of this Agreement it shall be interpreted according to the definition contained in the **Project Contract**.

2. PARTIES

2.1. Project Promoter

Name of the company/organization: VSV GROUP, s.r.o.

Legal form: Limited Liability Company

Address/Seat: Mládežnícka 108, Považská Bystrica 2101

ID No.: Tax No.: 46 520 147

Registered in: Okresný súd Trenčín, 28913/R

Statutory representative: Dalida Danailov Haťapková

Project Bank Account No.:

(hereinafter referred to as the „Project Promoter“)

2.2. Partner 1

Name:

Legal form: Norwegian Forest and Landscape Institute

Address/Seat: P.O. Box 115, 1431 Ås

ID No.: Tax No.: 970 16 7641 VAT

Registered in: Norway

Telephone/fax: E-mail: Http:

Statutory representative: Arne Bardalen

Bank connection: Bank Account No. 7694.05.12081, IBAN NO3276940512081, SWIFT/BIC CODE:

DNBANOKK

(each individually as „Partner“ and jointly as „Partners“)

3. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is an establishment of a partnership between the Project Promoter and each Partner pursuant to Article 6.8 of the Regulation on the implementation of the NFM 2009-2014 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 Norwegian Financial Mechanism (hereinafter referred to as the „NFM“)/ 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 stipulation of contractual conditions, rights and obligations of the Parties during the implementation of the **Project**, as well as defining the roles and responsibilities of the Parties during the implementation of the **Project** towards each other and towards the **Programme Operator**. By conclusion of 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 each **Partner**, for the implementation of the **Project** the respective part of the **Project Grant** to the extent, manner and conditions stated in this **Agreement** and in the **Project Contract**. Each **Partner** hereby undertakes to implement the **Project** to the extent, manner and 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**.

5. PROJECT, PROJECT GRANT, ELIGIBLE EXPENDITURES

5.1. **Total Eligible Expenditures** on the **Project**, **Total Eligible Expenditures** on the **Project Promoter** and individually **Total Eligible Expenditures** on each **Partner**, as well as the amount of the **Project Grant** and grant rate, set individually for the **Project Promoter** and each **Partner**, the **Project Objective**, the **Project Outcomes** and the **Project Outputs**, including target amounts of the indicator and itemized **Project Budget** shall be specified in the **Grant Offer Letter**, which forms Annex No. 1 of this **Agreement**.

5.2. The detail itemized **Project Budget**, including unit prices, as well as other detail information about the **Project**, in particular a way of its implementation, which is not stipulated in this **Contract**, are stipulated in the current version of the **Project Application** and the **Project Contract** and the parties hereby undertake to process in compliance with this document when implementing the **Project**.

5.3. The amount of funds with which the **Partner** participates in the **Project's Co-financing** is stated **19 988 EUR** of the **Grant Offer Letter** individually for each **Partner**. The **Partner** is responsible for opening a separate bank account, marked **Co-financing**, in **Norway** and transfer to this account an amount similar to the amount of **co-financing** properly and timely to allow the **Promoter** to fulfil the obligations according to the **Project Contract**. This account shall be subject to audit by the **Project Promoter** should he request so.

5.4. Each **Partner** takes into consideration that the conditions for provision of **Project Grant** to the **Project**

Promoter and the manner of its provision are stated in the **Project Contract, NFM Legal Framework** and in the **Implementation Rules**.

- 5.5. Each **Partner** undertakes to use the **Project Grant** only for reimbursement of **Eligible Expenditures** in the amount and to the extent according to this **Agreement, the Project Contract** and the current version of the **Project Application** and in compliance with the **NFM Legal Framework, and Implementation Rules**. Each **Partner** undertakes to observe the eligibility criteria set out in the **Project Contract, NFM Legal Framework** and in the **Implementation Rules**.
- 5.6. **Eligible Expenditures** incurred by the **Partner** are 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, NFM Legal Framework, Implementation Rules** and the laws of **SR and EÚ**. 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 Final Project Report** fulfils the criteria of eligibility.
- 5.7. The **Partner** takes into consideration that by the approval of the **Project Interim Report** and **Final Project Report** by the **Programme Operator** the right of the **Programme Operator** or other **Authorised entities** to proceed according to the Article 13 of General Conditions of Contract, which form an Annex 2 of the **Project Contract**, and chapter 11 and 12 of the **Regulation on the implementation of the EEA FM/NFM 2009-2014** if there is **Irregularity and/or suspicion of irregularity**, is not affected.
- 5.8. Each **Partner** takes into consideration that the **Programme Operator** is entitled to decide that the report of an independent and certified auditor confirming that the claimed expenditures incurred in accordance with the **Regulation on the implementation of the EEA FM/NFM 2009-2014**, local laws and the accounting rules of the country of the **Partner**, whose primary seat is in the **Donor state**, is considered as sufficient proof of eligibility of expenditures incurred to the **Partner**. The right of the **Authorised entities** to perform **Audit of Project** according to the article 6 of the **General Contractual Conditions**, which form Annex No. 2 of the **Project Contract** or **Chapter 10** of the **Regulation on the implementation of the EEA FM/NFM 2009-2014** is not affected by this provision.
- 5.9. The final amount of the **Project Grant** provided to the **Partner** shall be determined based on the **Actually incurred eligible expenditures of the Partner**, which are related to the implementation of the **Project**, however the total approved amount of the **Project Grant** aimed for **Partner** is 79 950 EUR of **Grant Offer Letter** must not be exceeded.
- 5.10. The maximum amount of indirect costs claimed under the **Project** and the method of its calculation are

set out in **Guideline for the Project Promoters and Partners** issued by the **National Focal Point** and must be followed. To use the method of flat rate is possible only if it is allowed by the Call

5.11. 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 expense 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 **NFM Legal Framework**, to the extent to which they apply to Project Promoters and Partners and implementation of the **Projects**, with the **Implementation Rules**, to the extent to which they apply to Project Promoters and Partners and implementation of the **Projects** and generally binding legal regulations of the Slovak Republic and EU legislation

6.2. **Project Promoter** in relation to the **Partner** 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 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. **Project Promoter** is entitled to require from the **Partner** all assistance to enable him properly and timely fulfil its obligations under this **Agreement** and the **Project Contract** and determine the extent and manner in which 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 realization 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, where relevant, in consultation with other **Partners**, the change of the **Project Application**; the Parties and 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 in implementing the **Project**.

6.5. **Project Promoter** cannot sign up as a candidate or participant in the procurement announced by the **Partner**.

7. GENERAL RIGHTS AND OBLIGATIONS OF THE PARTNER

7.1. The **Project Promoter** to ensure the implementation of **Project** in full compliance with this **Agreement**, with the current version of the **Project Application**, **Project Contract**, **NFM Legal Framework**, to the extent to which they apply to **Project Promoters** and **Partners** and implementation of the **Projects**, with the **Implementation Rules**, to the extent to which they apply to **Project Promoters** and **Partners** and implementation of the **Projects** and applicable generally binding legal regulations of the Slovak Republic and EU legislation on public procurement and state aid and in compliance with the applicable national legislation of the **Partner**, if a **Partner** according to this **Agreement** is an entity with the seat in the **Donor State**.

7.2. **Partner** shall:

7.2.1. provide to the **Project Promoter** all assistance to enable it to properly and timely to meet the obligations resulting from this **Agreement**, **Project Contract**, **NFM Legal Framework** and **Implementation Rules**

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

7.2.3. realize **Eligible Expenditures** in accordance with the legislation in its country of seat, unless otherwise specified in this **Agreement**, **Project Contract**, **NFM Legal Framework** and **Implementation Rules**,

7.2.4. during procurement of goods, services and works to comply with the Slovak legislation governing public procurement,

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

7.2.6. keep this Agreement, including any amendments thereof, as well as to store and make it available at any time to the **Project Promoter, Programme Operator** and/or other **Authorised entity** all documents, accounting documents and **Supporting documents** relating directly or indirectly to the **Project Grant** and / or the Project implementation and to enable them to perform **Project Audit**, until the end of force and effect of the **Project Contract**,

7.2.7. during the realization of the **Project** if the provision of the **Project grant** is subject to the state aid or de minimis aid rules, proceed in accordance with the conditions of granting such aid or instructions of the **Project Promoter** and/or **Programme Operator** and ensure that meets criteria for its acceptance throughout the **Period of the Project implementation** or inform on its breach the **Project Promoter** and **Programme Operator**,

7.2.8. refrain from any action that might damage the reputation of FM EEA/NFM or jeopardize the implementation of the **Project**.

7.3. Each **Partner** shall secure that information provided by him to the **Project Promoter** or **Programme Operator**, through it or on its behalf, particularly in connection with the performance of this **Agreement** and implementation of the **Project** are equally authentic, true, accurate and complete.

7.4. **Partner** cannot sign up as a candidate or participant in the procurement announced by the

Project Promoter.

7.5. Each **Partner** is obliged to enable a performance of control of the **Project** and ensure the access according to chapter 10 of the Regulation of the implementation of the EEA FM /NFM 2009-2014 as well as article 6 of **General Contractual Conditions**, which form Annex No. 2 of the **Project Contract**.

7.6. **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.

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. **Project Promoter** shall transfer to the bank account of the each **Partner** specified in section ..of Article 2 of this Agreement the respective amount of the advance payment of the **Project Grant** excluding **Co-financing of the Project** in the amount according to this Agreement and respective **Project interim report** within 7 calendar days from the crediting of advance payment to the Promoter's **Project Bank Account**.

- 8.2. The bank account of the each **Partner** must be established as a special account in accordance with the requirements of the **System of financing and financial management of EEA Financial Mechanism and Norwegian Financial Mechanism 2009 – 2014**, determined depending on the legal form of a **Partner**. **Partner** with its seat outside the SR is required to open an account in accordance with the requirements of the material laid on behalf of **Project Promoter** from the private sector, including NGOs.
- 8.3. The Project Partner invoices the Project Promoter according to the incurred costs and related to the budget. The invoice will include 100 % of the incurred costs; the payment will be 80 % according to the Grant Offer Letter, the remaining 20 % will be covered by the Co-financing funds from the separate project account of the Partner. If the bank account of the Partner represents interest-bearing account, the Partner is obliged to transfer the income from interest through the Project Bank Account of the Project Promoter to the predetermined account of Programme Operator, according to the Project Contract. If the Project partner cannot provide the remaining 20 % in the co-financing mechanisms the Project promoter is obligated to ensure that.
- 8.4. Each **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 and EU legislation and in case a **Partner** is located outside SR, applicable SR and EU legislation on public procurement and state aid and applicable legislation of the country of the **Partner's** residence.
- 8.5. Each **Partner** undertakes to record the provided **Project Grant** to the **Promoter** duly and on time, i.e. to enable the **Project Promoter** to declare all expenditures incurred for the implementation of the **Project** in present or next **Reporting period** in **Project Interim Report**, or **Final Project Report** and submit it to the **Programme Operator** in line with **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**, **NFM Legal Framework** and **Implementation Rules**.
- 8.6. Each **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 **Reporting period** by the **Partner** are concerned.

8.7. Each **Partner** is allowed neither to ask for the realization of the respective part of the **Project** nor to use any financial contribution from the funds of the state budget of the Slovak Republic or 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**.

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

8.1. **Project Promoter** undertakes to transfer to the bank account of the **Partner** specified

in 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 15 business days from the delivery of the filled in **List of accounting documents**, which shall include incurred **Eligible Expenditures** for the period in question.

8.2. Each **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 national and EU legislation, and if a **Partner** is located outside SR, SR and EU legislation on public procurement and state aid legislation of the **Partner's** country of seat.

8.3. Each **Partner** undertakes to submit a **List of accounting documents to the Project Promoter** duly and on time, i.e. so the **Project Promoter** would be able to declare all expenditures for the realization of the **Project** in the respective or following **Reporting Period** in **Project Interim Report**, or **Final Project Report** and submit it to the **Programme Operator** in compliance with the **Project Contract**, in the same way, including submission of all relevant documents, as he is obliged to record these funds 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 **Project Grant** in compliance with this **Agreement**, **Project Contract**, **NFM Legal Framework** and **Implementation Rules**.

8.4. Each **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.

8.5. Each **Partner** is allowed neither to ask for the realization of the respective part of the **Project** nor to use any financial contribution from the funds of the state budget of the Slovak Republic or 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. LIABILITY FOR THE BREACH OF THE AGREEMENT

9.1. **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 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**.

9.2. Each **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.

9.3. **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.

9.4. The Parties hereby declare that they are aware that according to the **Project Contract** the breach of obligation stated in this **Agreement** by any of the Parties causes the occurrence of **Irregularity** in the **Project**.

9.5. **Project Promoter** is obliged to immediately notify the **Programme Operator** on any **Irregularity** or **Suspicion of Irregularity** in a manner and extent according to the NFM Legal framework and the Implementation Rules and provide him with assistance in addressing and communicating to the competent authorities and at the same time provide him all documents relating to **Irregularity** or **Suspicion of**

Irregularity.

9.6. In case in the **Project** occurs **Irregularity**, each **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**.

9.7. Each **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**, **NFM 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 10 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**.

9.8. 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 delay.

10. RETURN OF PROJECT GRANT

10.1. **Partner** is obliged to return to the **Project Promoter** the **Project Grant** or its 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 **Project Contract**, **NFM 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**.

10.2. 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 each **Partner**, however all periods set out for the **Project Promoter** shall be, for the **Partner**, reduced by half. **Partner** undertakes to respect these obligations towards the

Project Promoter duly and timely.

11. CONTRACT TERMINATION

11.1. The Parties agree that the termination of the contractual relationship established by this Agreement occurs:

11.1.1. fulfilment of obligations of the Parties and at the same time the end of the period for which the Agreement was concluded,

11.1.2. mutual consent of the Parties,

11.1.3. termination of the **Agreement**.

11.3. **Project Promoter** has a right to propose to the **Partners** to terminate the **Agreement** with respect to any **Partner**, in case:

11.3.1. if it considers it necessary in the circumstances and seriousness of the breach of the **Partner** and this process is viewed from the view of Project Promoter as effective,

11.3.2. if **Partner** breached its contractual obligations in a way that does not allow the substantive and temporal realization of the **Project**,

11.3.3. if **Partner** has repeatedly failed to fulfil contractual obligations, or if breached its contractual obligation to intentionally.

11.3.4. ...

11.4. **Project Promoter** propose to the **Partners** to terminate the **Agreement** with respect to any **Partner**, in case:

11.4.1. in the case of stopping the implementation of the Project due to reasons on the side of the **Partner**,

11.4.2. in case **Partner** does not start to implement the **Project** pursuant to the **Agreement**,

11.4.3. in case of impossibility of performance of the Agreement due to objective reasons, which occurred on the side of the Partner,

11.5. The **Partners** 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 11.3 and

11.4 of the Article of the **Agreement**. In case of need the **Partners** 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 **Partner** and/or related to the Access of the new **Partner** to the **Agreement**, instead the formed terminating **Partner**

11.6. Termination of the **Agreement** is effective from the day of delivery of the notice of termination from the **Agreement** to the **Partner**. **Partner** towards whom the **Agreement** was terminated is obliged to return to the **Project Promoter** not recorded part of the **Project Grant**.

11.7. The ownership right to the assets, which were gained by the **Partner** towards which the **Agreement** was terminated fully or partially from the funds from **Project Grant** provided to him based on this **Agreement**, is obliged to transfer to the other **Partner** or **Partners** or **Project Promoter**, according to instruction in the termination notice of the **Agreement**, however not later than....In case it is not possible the **Partner** towards which the **Agreement** was terminated is obliged to return to the **Project Promoter** the **Project Grant** provided based on this **Agreement**.

11.8. In case of breach of the duty pursuant to Section 11.7 of this **Agreement** the **Partner** is obliged to pay to the **Project Promoter** the contractual penalty in the amount of **Project Grant** provided to the **Partner** according to the **Agreement** until the termination of the **Agreement**.

12. REPRESENTATIONS OF THE PARTIES

12.1. Parties by signing this **Agreement** declare that they are aware that:

12.1.1. For the compliance of the implementation of the **Project** with **Project Contract** and this **Agreement** is towards the **Programme Operator** responsible the **Project Promoter**,

12.1.2. **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**,

12.1.3. **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 ,responsibility the **Project Promoter**,

12.1.4. **Programme Operator** is not a member of a 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,

12.1.5. **Project Grant**, including its any part, is paid from the funds **NFM** 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 budgetary rules of public administration, as amended, Act No. 502/2001 Coll. on financial control and internal audit, as amended, and Act No. 440/2000 Coll. on financial control reports, as amended,

12.1.6. Accept the **Project Promoter** as 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 NFM** and **Implementation Rules** and undertake to accept and carry out his instructions in relation to the implementation of the

Project.

12.1.7. agree that the **Project Promoter** shall represent them in connection with the implementation of the **Project** before 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 control each **Partner** is not effected. 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,

13. DISPUTE RESOLUTION

13.1. In case of a dispute between **Project Promoter** and **Partner**, or among **Partners**, they undertake to solve it by mutual agreement or settlement.

13.2. 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 **Programme Operator** and the litigants or the **Programme Operator** and all parties to this Agreement, and in order to resolve a dispute and reach an agreement out of court settlement. If the **Programme Operator** does not convene a joint meeting or the parties to the dispute do not resolve the dispute on a joint meeting convened by the **Programme Operator** pursuant to the preceding sentence, the dispute will be settled before a competent general court of the Slovak Republic.

14. TRANSFER OF RIGHTS AND DUTIES

- 14.1. **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 **Programme Operator**.
- 14.2. **Partner** is obliged to inform in writing the **Project Promoter** on the fact that there is a transfer of rights and obligations of the **Agreement** immediately after they becomes aware of the possibility of such occurrence or of the occurrence.
- 14.3. 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.

15. FINAL PROVISIONS

- 15.1. 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 in response to **Project Contract, Legal Framework NFM and Implementation Rules**.
- 15.2. **The Agreement** becomes valid on the date of its signature of all parties thereto and effectiveness after the **Project Contract** becomes valid and effective. In case the **Agreement** does not become effective within one year from signing the **Agreement** it shall apply that the parties have terminated the Agreement.
- 15.3. 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 Project Contract.
- 15.4. 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 provisions 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.
- 15.5. Unless the context requires a different purpose, any reference in the **Agreement** to any document means the document as its amendments and other changes and any reference to any legislation means relevant legislation as amended (including re-enacted).

- 15.6. 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** for the **breach of Project Contract and Irregularity**.
- 15.7. 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.
- 15.8. **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**.
- 15.9. In the event that during the term 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 entry into force and effect to follow applicable law, or other applicable document if it does not contradict with the existing legislation. In the event that 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 in writing in advance by the **Programme Operator**.
- 15.10. The Parties shall provide to each other the data required for the Project and shall secure such information against misuse and shall use them only in accordance with the provisions of the Agreement and in order to achieve its purpose.
- 15.11. The Parties are obliged to inform each other in writing 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**.
- 15.12. The Parties shall deliver any document to the address specified in Article 2 of this **Agreement**. The document pursuant to the previous sentence shall be deemed as delivered....
- 15.13. The Agreement is executed in 4 counterparts, one counterpart for each of the Parties and 2 counterparts are provided to the **Programme Operator** for the purposes of conclusion of the **Project Contract**, which refers to this **Agreement**.
- 15.14. 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.

15.15. All documents which are submitted by the Parties to the **Programme Operator** have to be signed by its statutory body or another empowered person.

15.16. 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.

Ås, 26th August 2014



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IČO: 46 520 147 DIČ: 2023444676

Dalida Danailov Haťapková

Statutory body of VSV GROUP, s.r.o.



skog+landskap

Arne Bardalen,

Statutory body of The Norwegian

Forest and Landscape Institute

Solemn declaration

Signed / s Mr. Arne Bardalen, birth number 16.03.1953 permanently residing as the statutory representative of Norwegian Forest and Landscape Institute, who is a partner in the project 1 "biogas plant and green logistics center Tvrdošín" Green Innovation program in the industry.

hereby declare on my honor that:

- I am blameless / s in the past I was not / and been convicted / s for the offense

Ås, 18th August 2014

 
skog+
landskap

Mr Arne Bardalen

Director general

Norwegian Forest and
Landscape Institute

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