

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 „*Innovative education methods to support partnerships - InovEduc*“ specified in the Article 5 of this **Agreement** (hereinafter referred to as the "**Project**").
- 1.2. **Project Promoter** submitted an **Project Application** under the Call for proposals – code of the Call CBC01, launched by the Government Office of the Slovak Republic as a Programme Operator for the program SK08 Cross-border cooperation (hereinafter referred to as the „**Programme Operator**“). The **Project Application** was approved by the **Programme Operator** and the **Project** was registered under the no. CBC01008.
- 1.3. The Parties have accepted the offer of the **Programme Operator** for the provision of the **Project Grant** and **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 “SK08 Cross-border cooperation” 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 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. 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 of the **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: **Paneuropean university n.o.**
Legal form: non-governmental organisation
Address/Seat: Tomášikova 20, P.O.BOX 12, 820 09 Bratislava, SR
ID No.: 36077429
Tax No.: 2021766582
Registered in: register of n.o.
Statutory representative: RNDr. Michal Mutňanský
(hereinafter referred to as the „**Project Promoter**“)

2.2. Partner 2

Name:	Carpathia Užhorod
Legal form:	civic association
Address/Seat:	Minajska (Минайська) 3/10, 88000 Užhorod, Ukraine
ID No.:	38475368
Tax No.:	—
Registered in:	
Telephone/fax: E-mail: Http:	+38 0505049647 E-mail: carpatia.doslid@gmail.com; martokar@mail.ru, http://www.zakarpattia.com/
Statutory representative:	Marian Tokar
Bank connection: Bank Account No.	PJSC «Commercial Bank «GLOBUS», Ukraine, Uzhhorod, Koryatovicha, 10, GLIBUA22, Acc. 2600700107747, MFO 380526, Code 38475368

(hereinafter referred as “Partner”)

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 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“) 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**, in the following range of activities:

- Coordination of the project on the Ukrainian side,
- advisor for selection and mapping sites of Transcarpathia,
- preparation of a conference to promote tourism
- preparation and implementation of seminars and expert excursion no. 1 and 4 for teachers,
- preparation of activities intended for general public,
- verification of Methodological worksheets in Transcarpathia,
- presentation of the project results in Uzhgorod and project promotion,
- an active member of bilateral communication platform,

(hereinafter referred as “Project”).

4.2. 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.

4.3. 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 **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**. **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**.

5. PROJECT, PROJECT GRANT, ELIGIBLE EXPENDITURES

- 5.1. **Total Eligible Expenditures** on the **Project**, , as well as the amount of the **Project Grant** and grant rate, , 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**, which forms Annex No. 1 of this **Agreement**.
- 5.2. A detail itemized **Project Budget**, including unit prices, as well as 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** and the **Project Contract** and the parties hereby undertake to process in compliance with these documents when implementing the **Project**.
- 5.3. **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**, **NFM Legal Framework** and in the **Implementation Rules**.
- 5.4. **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 version of the **Project Application** and in compliance with the **NFM Legal Framework**, and **Implementation Rules**. **Partner** undertakes to observe the eligibility criteria set out in the **Project Contract**, **NFM 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**, **NFM Legal Framework**, **Implementation Rules** and the laws of **SR** and **EU**. **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 **Final Project Report** the right of the **Programme Operator** or other **Authorised entities** to proceed according to Article 13 of the 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 EAAF/NFM 2009-2014** if there is an **Irregularity** and/or a suspicion of **irregularity**, is not affected.
- 5.7. 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 each **Partner** referred to in the Section 2.6.2 of **Grant Offer Letter** shall not be exceeded.
- 5.8. The maximum amount of indirect costs claimed under the **Project** and the method of its calculation are set out in the **Guideline for the Project Promoters and Partners** issued by the **National Focal Point** and must be followed.

5.9. 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 **NFM Legal Framework**, to the extent to which they apply to Project Promoter and Partner 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 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 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 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. **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 **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**, **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 in compliance with the applicable national legislation of the **Partner**, if a **Partner** according to this **Agreement** is and entity with the seat in the **Donor State**.

7.2. **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**, **Project Contract**, **NFM 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**, **NFM Legal Framework** and **Implementation Rules**,
- 7.2.4. award the contract for provision of goods, services and works in compliance with the national legislation **governing a public procurement**,
- 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**, **NFM Legal Framework** and **Implementation Rules**,
- 7.2.6. keep this Agreement, including any amendments thereof, as well as store and make 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 the **Control of the project**, until the end of force and effect of the **Project Contract**,
- 7.2.7. refrain from any action that might damage the reputation of NFM or threaten the implementation of the **Project**.
- 7.3. **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 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 PARTNER BY PRE-FINANCING**

- 8.1. **Project Promoter** undertakes to transfer to the bank account of the **Partner** specified in Article 2 of this **Agreement** the **Project Grant** in the amount of **Eligible Expenditures** based on the accounting documents and supporting documentation submitted by the **Partner** before the accounting document is due. **Partner** commits to submit the accounting documents and supporting documentation in a timely manner, so as to allow the **Project Promoter** to transfer the corresponding amount to the account of the **Partner** before the accounting document is due.

- 8.2. **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. **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. **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. **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**.
- 8.6. In case of using own funding, **Project Promoter** undertakes to transfer to the bank account of the **Partner** the amount of **Eligible Expenditures** which were incurred by the **Partner**.

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. **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**, **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. **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**.
- 11.2. **Project Promoter** has a right to propose to the **Partner** to terminate the **Agreement**, in case:
- 11.2.1. 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,
- 11.2.2. if **Partner** breached its contractual obligations in a way that does not allow the substantive and temporal realization of the **Project**,
- 11.2.3. if **Partner** has repeatedly failed to fulfil contractual obligations, or if breached its contractual obligation to intentionally.
- 11.3. **Project Promoter** propose to the **Partners** to terminate the **Agreement** with respect to **Partner**, in case:
- 11.3.1. in the case of stopping the implementation of the Project due to reasons on the side of the **Partner**,
- 11.3.2. in case **Partner** does not start to implement the **Project** pursuant to the **Agreement**,
- 11.3.3. in case of impossibility of performance of the Agreement due to objective reasons, which occurred on the side of the **Partner**,
- 11.4. 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**.
- 11.5. 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 30 days 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**.
- 11.6. In case of breach of the duty pursuant to Section 11.5 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.
- 15.13. The Agreement is executed in 2 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.

Project Promoter:

RNDr. Michal Mutňanský
.....
direktor



Paneurópska vysoká škola n.o.
Tomášikova 20
821 02 Bratislava
IČO: 36 077 429
-1-

Partner 2:

Marian Tokar
.....
leader



In Bratislava,

2.7.2015

Annexes:

- 1) Grant Offer Letter

1.1 The Parties shall enter into an agreement to the extent permitted by law in Article 1 of the Agreement.

1.2 The Agreement shall be subject to the provisions of the law of the State of the Parties and shall be governed by the law of the State of the Parties for the purpose of conclusion of the Agreement.

1.3 The Agreement shall be subject to the provisions of the law of the State of the Parties for the purpose of conclusion of the Agreement.

1.4 The Agreement shall be subject to the provisions of the law of the State of the Parties for the purpose of conclusion of the Agreement.

1.5 The Agreement shall be subject to the provisions of the law of the State of the Parties for the purpose of conclusion of the Agreement.

1.6 The Agreement shall be subject to the provisions of the law of the State of the Parties for the purpose of conclusion of the Agreement.

1.7 The Agreement shall be subject to the provisions of the law of the State of the Parties for the purpose of conclusion of the Agreement.

1.8 The Agreement shall be subject to the provisions of the law of the State of the Parties for the purpose of conclusion of the Agreement.

1.9 The Agreement shall be subject to the provisions of the law of the State of the Parties for the purpose of conclusion of the Agreement.

1.10 The Agreement shall be subject to the provisions of the law of the State of the Parties for the purpose of conclusion of the Agreement.

STATE OF KAPPA



[Signature]

John Doe

John Doe

[Signature]



John Doe

John Doe

John Doe

2017

John Doe

John Doe

John Doe