

**PARTNERSHIP CONTRACT**  
Concluded between the Contracting Parties:

1. Company / organization name: Mesto Fil'akovo

Address/Seat: Mestský úrad Fil'akovo, Radničná 25, 986 01 Fil'akovo

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: Grad Labin (Town of Labin)

Legal form: Local self-government unit

Address/Seat: Titov trg 11, 52220 Labin

ID/TIN: 19041331726

Legal representative: Valter Glavičić

Bank name and address: PRIVREDNA BANKA ZAGREB D.D., Radnička cesta 50, 10000 Zagreb

IBAN: HR45 2340 0091 8222 0000 0

SWIFT/BIC: PBZGHR2X

(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.

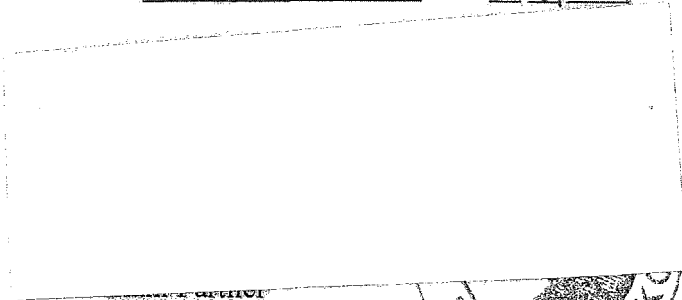
## **Article XII**

### **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.

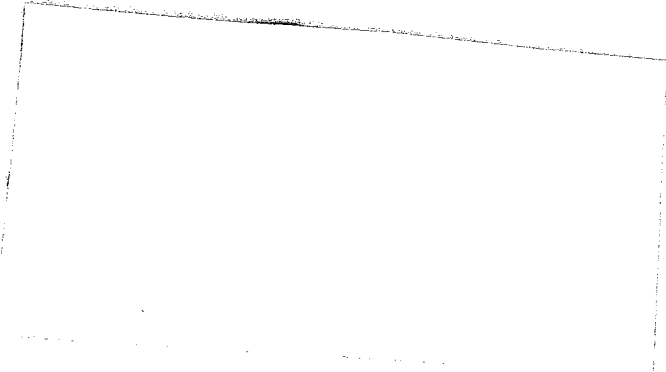
In Filakovo date 07.09.2017



(legal representative)



In Labin, date 30.08.2017.



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

## Annex no. 1 Overview of partner activities and tasks Town Labin, Croatia

The project partner City of Labin will actively participate in the creation of an international information exchange network on social business, rural development and social integration. This partner will provide its experts and channels for liaison with other organizations, sharing and exchange of knowledge, experience and best practices in the field of social business. Partner representatives will deliver a lecture on supporting people with disabilities to participate actively in the labour market. Labin will share his experience with his project "Youth in Social Business", which focuses on the development of new content and cross-sectored cooperation to give young people the opportunity to actively participate in the economic and social strengthening of their local communities. The city of Labin will also host one of the project activities and will provide its accommodation capacity, technical support and administrative support. The partner will also have the role of publishing information on project activities and their results.

### Overview of partner activities:

Ser. no. of event	Name of the event	Term	Realization place /Organizer	Short event description	Partner's task
1.	Initial partner event	20-22/09/2017	Fiľakovo, Slovakia Organizer: Town Fiľakovo, SOŠ Fiľakovo	Partners of project partners will meet in Slovakia when the partner meeting starts. Each partner prepares a presentation of the organization and its interests. During the introductory event, partners will have the opportunity to meet in person and discuss their needs and interests in social innovation business and related topics. New communications technologies, such as video conferencing, will be used to involve more participants.	<ul style="list-style-type: none"> <li>• Ensure travel and active participation of citizens at the opening event of 4 participants</li> <li>• Introduce partner self-government and provide a presentation / lecture on social entrepreneurship</li> <li>• Contribute to the preparation of project outputs, to manage the implemented activities and to ensure project publicity.</li> </ul>
2.	Excursion in the Czech Republic	21-23/02/2017	Jirkov, Czech republic, Organizer: Town Jirkov	The excursion is aimed at visiting existing social inclusion enterprises based in Jirkov. Representatives of the town of Jirkov via concrete examples will explain to other participating guests how social enterprises work with them. Participants can talk to people working	<ul style="list-style-type: none"> <li>• Ensure travel and active participation of citizens in the event for a number of 2 participants</li> <li>• Actively engage in event activities.</li> <li>• Contribute to the</li> </ul>



				in social enterprises and hear their first-hand experiences	preparation of project outputs, to manage the implemented activities and to ensure project publicity.
3.	Professional seminar in Italy	21-23/02/2018	Penne, Italy Organizer: Town Penne	<p>The seminar focuses on "European legislation for social enterprises", in which the following activities are carried out:</p> <ul style="list-style-type: none"> <li>- Experienced Italian experts are lecturing on the various legislative aspects of social enterprises.</li> <li>- Workshop on standardization and preparation of manuals,</li> <li>- Presentation of optimal conditions for creating an optimal environment for social inclusion enterprises as well as the most common barriers to problematic aspects</li> </ul> <p>Participating countries: Italy, Slovakia, Croatia, Serbia, Portugal</p>	<ul style="list-style-type: none"> <li>• Ensure travel and active participation of citizens in the event in number of 4 participants.</li> <li>• Actively engage in event activities</li> <li>• Contribute to the preparation of project outputs, to manage the implemented activities and to ensure project publicity.</li> </ul>
4.	Discussion forum in Serbia	24-25/05/2018	Nis Serbia Organizer: Organization Proactive, Serbia	<p>Discussion between participants on "Social Inclusion, Unemployment and the Labour Market" – Partner project of Proactive. As the organizer of this event Proactive will share its experience with the implementation of citizen capacity building activities to engage more actively in the areas of active citizenship, rights, economic development of local communities, with a particular focus on the young European generation, while ensuring the know-how and exchange of best</p>	<ul style="list-style-type: none"> <li>• Ensure travel and active participation of citizens in the event in number of 4 participants.</li> <li>• Actively engage in event activities.</li> <li>• Contribute to the preparation of project outputs, to manage the implemented activities and to ensure project publicity.</li> </ul>

				practices	
5.	Conference in Croatia	26-28/09/2019	Labin, Croatia / Town Labin	<p>The International Conference will focus on best practices and the exchange of know-how "Implementing Social Enterprises in the Economy of Rural Regions"</p> <p>Each country presents its current state in the field of local social integration, social enterprises, reducing unemployment and poverty, focusing on mutual assistance and finding solutions and contributing to lectures in the field of expertise.</p> <p>Participating countries: Croatia, Italy, Serbia, Slovenia, Latvia, Czech Republic, Romania</p>	<ul style="list-style-type: none"> <li>Organize event: organizational and technical preparation of the event (premises, screening technique, sound, interpretation of HR-EN and EN-HR, board for participants and so.)</li> </ul> <p>Provide accommodation, meals and budget for partners (4-SI, 4-RU, 3-LV) as well as local travel of foreign guests (from the airport to the event venue and back to the event venue) for 31 foreign Guests (8 - SK, 5 - HU, 4 - CZ, 4 - RS, 4 - SL, 4 - RO, 4 - IT (Penne), 3 - LV).</p> <p>Ensure min. 70 local event participants.</p> <ul style="list-style-type: none"> <li>Preparing the outputs of the event, contributing to the administration of the implemented activities and ensuring the publicity of the event.</li> </ul>
6.	Final events	03-04/12/2018	Town Bátonyterenyé, Hungary	<p>A formal final conference for all participating project partners, within the framework of which the overall results of the project will be summarized and evaluated. The conclusions of all project activities will be presented. Future perspectives for cooperation will be established.</p>	<ul style="list-style-type: none"> <li>Ensure travel and active participation of citizens in the event in number of 4 participants.</li> <li>Actively engage in event activities</li> <li>Contribute to the preparation of project outputs, to manage the implemented</li> </ul>

					activities and to ensure project publicity.
--	--	--	--	--	--

**Obligations of the Partner in the project publicity:**

Throughout the implementation period, the Partner will ensure the dissemination of project information through its own website and social network through its local, regional and transnational partners. In all communications regarding the Project the Partner is required to proceed in accordance with Chapter III - Financial and Terms and Conditions, section "Visibility and Publicity of the Europe for Citizens Program Guide. The Partner is required to publish a document on its website: Info template (prepared by the main Partner), respectively. Other documents related to the implementation of the Project according to the instructions of the main Partner.

## Annex no. 2. Budget of the Partner

1. The total budget of the Partner is: 17 000,00 eur
2. Partners' funds may be used exclusively for the implementation of the project entitled European Network for Social Integration Entrepreneurship: social inclusion and development of rural regions for a better European future ENSIE - 588997-CITIZ-1-2017-1-1EN-CITIZ-NT during the duration of its implementation, i.e. in the period from 01/07/2017 to 31/12/2018 to cover eligible expenditure within the meaning of Article "Eligible expenditure of the Partnership Contract".
3. Based on instructions of the main Partner the Partner is required to issue an accounting document (invoice) for the provision and settlement of payments under Art. V. Method of drawing a non-refundable financial contribution.
4. Possible unwarranted expenditures of the Project is covered by the Partner's own funds and he/she will not require an increase of the Partner's budget mentioned in point 1 of this Contract from the main Partner.



Co-funded by the  
Europe for Citizens Programme  
of the European Union

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

Annex no. 4: Implementation Report

## Implementation Report

**Event title:**

**Event No.:**

**Location:**

**Date:**

		Summary - preparation of the event
Summary - implementation of event	1th day max. 500 characters	

MESTO FILAKOVO, RADNIČNÁ 25, 986 01 FILAKOVO, SLOVAKIA,



Co-funded by the  
Europe for Citizens Programme  
of the European Union

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

	2nd day max: 500 characters	
	3rd day max: 500 characters	
Participating international partners		



Co-funded by the  
Europe for Citizens Programme  
of the European Union

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

Other participating organizations (cooperating governments, institutions, cultural, sporting, social and other non-profit organizations, businesses, etc.)	
Number of people indirectly reached	
Outputs and results of the event (example of good practice, presentation, know-how, contributions, etc.)	
Publicity of the project/event (articles, TV and radio interviews, website, facebook, advertising items, etc.)	

MESTO FILAKOVO, RADNIČNÁ 25, 986 01 FILAKOVO, SLOVAKIA,



Co-funded by the  
Europe for Citizens Programme  
of the European Union

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

Experiences, proposals and recommendations	
Recommendations for continued network activity in the future	

Place, date:.....

Prepared by: .....