**Vzor Partnerskej dohody v anglickom jazyku**

**Príloha č. 3 k Manuálu implementácie projektov**

**v rámci druhého Programu švajčiarsko-slovenskej spolupráce**

**Partnership Agreement**

**for the implementation of the Project/Project Component**

between

**[*Name*]**

[*Full* *address, tax ID number or other*]

[*Represented* *by*]

and

**[*Name*]**

[*Full* *address, tax ID number or other*]

 [*Represented* *by*]

hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”

PREAMBLE:

The Framework Agreement between the Government of the Slovak Republic and the Swiss Federal Council on the implementation of the second Swiss contribution to selected Member States of the European Union to reduce economic and social disparities within the European Union, was signed in Bratislava, on 19. September 2023 (hereinafter referred to as “**the Framework Agreement**”);

Under the Framework Agreement, the Ministry of Investments, Regional Development and Informatization of the Slovak Republic acts as the National Coordination Unit (hereinafter referred to as “**the NCU**”) and as the Programme Operator (hereinafter referred to as “**the Programme Operator”**);

The Support Measure Agreement between the Swiss Agency for Development and Cooperation/State Secretariat for Economic Affairs (hereinafter referred to as “the SDC/SECO”) and the NCU on the Support Measure */NAME OF the respective SM(program/project)/* was concluded on */DATE of conclusion/* (hereinafter referred to as **“the Support Measure Agreement”**);

The Project Contract between */NAME OF the Project Operator/Program Component Operator/* (hereinafter referred to as the “**Project Promoter”**) and the NCU/Programme Operator on the implementation of the Project/Programme Component named /*NAME OF the respective Project/Programme Component/* was concluded on */DATE of conclusion/* (hereinafter referred to as **“the Project”**);

Since the */NAME OF the respective Swiss Support Measure Partner/* acts as Swiss Support Measure Partner (hereinafter referred to as “**the** **Partner**”) and under the Article 4.2 of the Regulation on the implementation of the Second Swiss Contribution to selected Member States of the European Union to reduce economic and social disparities within the European Union, with annexes (hereinafter referred to as “**the Regulations**”) the Project Promoter shall conclude the Partnership Agreement, the Parties has agreed as follows:

1. **– Scope and objectives**
	1. This Partnership Agreement (hereinafter referred to as the “**Agreement**”) defines the rights and obligations of the Parties and sets forth the terms and conditions of their cooperation in the implementation of the Project, as described and defined in Annex[*es*] [*number*] /in the Support Measure [*title*]
	2. The Parties shall act in accordance with the Legal Framework of the Second Swiss Contribution set in the Article 2 of the Framework Agreement, mainly with the Regulations as well as the all conditions set in the Project Contract. The Parties expressly acknowledge to have access to and to be familiar with the content of the Legal Framework and the most decisive part of the Project Contract.
	3. Any Annexes to this Agreement constitute an integral part of the Agreement. In case of inconsistencies between the Annexes and the Agreement, the latter shall prevail.
	4. The main objective of the Partnership Agreement is to achieve [*the objective of the Project*]
2. **– Entry into force and duration**
	1. This Agreement shall enter into force on the date of the last signature by the Parties. It shall remain in force until the Swiss Support Measure Partner has discharged in full its obligations towards the Project Promoter as defined in this Agreement.
3. **– Main roles and responsibilities of the Parties**
	1. The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this Agreement.
	2. The Parties shall carry out their respective obligations with efficiency, transparency and diligence. They shall keep each other informed about all matters of importance to the overall cooperation and the implementation of the activities to be performed. They shall act in good faith in all matters and shall, at all times, act in the interest of the Project.
	3. The Parties shall make available sufficient and qualified personnel, which shall carry out their work with the highest professional standard. While carrying out the assignment under this Agreement, the personnel and entities engaged by either Party shall comply with the laws of the respective countries.
	4. Whenever in the performance of their assignments under this Agreement the Parties’ personnel are on the premises of the other Party, or at any other location in the other Party’s country on request of such Party, that Party shall ensure that such premises and locations comply with all applicable national health, safety and environmental laws and standards. The Parties shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to the property of the other Party in connection with the implementation of the Project. *[Further provisions on safety and other relevant personnel-related issues may be included here]*
	5. Each Party shall appoint a Project Manager who shall have operational responsibility for the implementation of the Project as well as serve as contact point for all exchanges of communication, documentation and materials between the Parties.
	6. The Parties shall carried out the activities set in annexes *[NUMBER(S)]* of this Agreement (hereinafter referred to as the [*specify the relevant documents: e.g. the “Terms of Reference” or “Work Plan” or “List of activities” and/or other*])
	7. [*The following provisions should be insert depending on the precise involvement of the Partner. The aim is to ensure that the Parties are aware of what is expected of each other, by when and the corresponding costs/budgets, identify the main activities to be carried out, in particular by the Partner, including any activities of the Project Promoter that the Partner is dependent on for the performance of its tasks - where it is not possible to draw up a comprehensive work plan, a simple list of activities by the partner should be used. Containing the list of activities in an Annex that can be reviewed on a regular basis and modified following a simplified procedure would be beneficial. The provision are supposed to be in line with the Project Contract, however it will not always be possible for the Partner to have a complete overview of the Project Contract. It is therefore advisable to avoid references to the Project Contract and include, as far as possible, all the information that is necessary for the implementation of the Partner’s tasks. Provisions allowing for the amendment of the Partnership Agreement where this is necessitated due to a change in the Project Contract should also be included.*]
4. **– Obligations of the Project Promoter**
	1. The Project Promoter is responsible for the overall coordination, management and implementation of the Project in accordance with the regulatory and contractual framework specified herein. It assumes sole responsibility for the successful implementation of the Project towards the Programme Operator/NCU.
	2. The Project Promoter undertakes to, *inter alia*:
		1. ensure the correct and timely implementation of the activities;
		2. promptly inform the Partner on all circumstances that may have a negative impact on the correct and timely implementation of any of the activities, and of any event that could lead to a temporary or final discontinuation or any other deviation of the Project;
		3. provide the Partner with access to all available documents, data, and information in its possession that may be necessary or useful for the Partner to fulfil its obligations; in cases where such documents, data and information are not in English, it shall provide an English translation thereof when so requested by the Partner;
		4. provide, upon request, the Partner with a copy of the signed Project Contract, including any subsequent amendments thereof as of their entry into force;
		5. consult the Partner before submission of any request for amendment of the Project Contract to the Programme Operator/NCU that may affect or be of interest for the Partner’s role, rights and obligations hereunder;
		6. prepare and submit in a timely manner to the Programme Operator/NCU [*specify what should be submitted: Request for Reimbursements/Project Reports*] in connection with the payment claims, in compliance with the Support Measure Agreement and the Project Contract so as to meet the payment deadlines towards the Partner as stipulated in this Agreement;
		7. transfer to the Partner’s nominated bank account all payments due by the set deadlines;
		8. ensure that the Partner promptly receives all assistance it may require for the performance of its tasks;
		9. [*list other obligations, if applicable*].
	3. In case the Project Promoter discovers, that the Partner does not implement the Project to the extent and in the correct manner pursuant to this Agreement, or breaches the duties following from this Agreement, in a way that impedes the implementation of the Project, according to this Agreement, the Project Promoter shall inform, without undue delay, the Programme Operator/NCU and recommend, if appropriate, consultations with other Partner, the change of the Project Application/the Support Measure Agreement; which implies that 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 concerning the implementation of the Project.
5. **– Obligations of the Partner**
	1. The Partner is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement [*in case of Annexes:* and Annex[*es*] [*number*] (*specify the relevant documents*: hereinafter referred to as the “*Terms of Reference” or “Work Plan*” or “*List of activities*”].
	2. In addition to the above obligations, the Partner shall:
		1. promptly inform the Project Promoter on relevant circumstances that may have an impact on the correctness, timeliness and completeness of its performance;
		2. provide the Project Operator/Programme Component Operator with all information necessary for the preparation of [*any reports due by the Project Promoter to the Programme Operator/NCU, especially Request for Reimbursements/Project Reports*] within the deadlines and according to the reporting forms set by the Project Promoter;
		3. immediately inform the Project Promoter of any cases of suspected or actual fraud, corruption or other illegal activity that come to its attention, at any level or any stage of implementation of the Project;
		4. keep all supporting documents regarding the Project, including the incurred expenditure, either in the form of originals or in versions certified to be in conformity with the originals on commonly accepted data carriers, for at least [*specify number of years in accordance with the SMA/PC (no less than three)*] from the *SDC/SECO*’s approval of the final Support Measure report;
		5. provide any bodies carrying out mid-term or ex-post evaluations of the Support Measure, as well as any monitoring, audits and on the spot verifications on behalf of the Second Swiss Contribution any document or information necessary to assist with the evaluation;
		6. effectively participate in promoting the objectives, activities and results of the Second Swiss Contribution as well as the Swiss contribution to reducing economic and social disparities in the European Economic Area;
		7. [*list other obligations, if applicable*].
		8. provide, upon request, of the Project Promoter necessary assistance for enabling properly and timely fulfilment of the obligations under this Agreement and the Project Contract and determine the extent and manner in which it should be granted.
6. **– Project budget and eligibility of expenditures**

[*Financial arrangements are a crucial element to agree upon in the Partnership Agreement. These must include the total amount that the partner may claim from the project/programme component budget and, where possible, the allocation of the total amount amongst the activities to be performed by the partner. This can be done in conjunction with a work plan, as mentioned above.*

*Where a detailed breakdown of the allocation to the partner is provided, it is recommended that this is contained in an Annex that can be reviewed on a regular basis and modified following a simplified procedure.*]

* 1. The detailed total Project budget, the budget share of the Partner as well as the allocation of the budget, amongst the activities to be performed by the Partner is fixed in Annex[*es*] [*number*] [*specify the relevant documents*].
	2. Expenditures incurred by the Partner must be in line with the general rules on eligibility of expenditure under the Article 6.1 of the Regulation as well as the main categories of eligible direct expenditures (expenditures directly linked to the implementation of the Project) under the Article 6.2.
	3. *[In addition, to the above mentioned categories of eligible direct expenditure the Support Measure Agreement allows for following additional expenditures to be eligible:*
		1. *Specify the relevant.*
		2. *]*
	4. *[The Support Measure Agreement imposes the following limitations on eligibility of expenditures:*
		1. *Specify the relevant.*
		2. *]*
	5. The eligibility of expenditures incurred by Swiss Support Measure Partner(s) is subject to the same limitations as would apply if the expenditures were incurred by the Programme Promoter. *If the Support Measure Agreement does not stipulates otherwise*
	6. Unit costs for the eligible travel costs/Overhead flat rates of the Partner shall be claimed by the following method: [*if applicable, the method is specified in the respective Support Measure Proposal/Agreement].*
	7. Eligibility of expenditure for relevant travel, accommodation and subsistence allowances for Partner and the verification thereof shall be, subject to paragraph 2b) of Article 4.10 of the Regulation in line with the Swiss Support Measure Partner’s respective directive and or common Swiss practice.
	8. A Project budget, 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.
	9. The Partner takes into consideration that the conditions for the provision of the funds to the Project Promoter and the way of its allocation are set in the Project Contract, the second Swiss Contribution Legal Framework and in the Implementation Rules.
	10. The Partners takes into consideration that the Period of Eligibility of expenditure starts on [*specify the DATE*] and ends [*specify the DATE*].
1. **– Financial management and payment arrangements**
	1. Payment of the project grant share to the Partner shall take the form of: advance and interim payments and payment of the final balance/reimbursement of incurred expenditure.
	2. [If *an advance payment(s) is foreseen, its maximum amount and the off-set mechanism should be specified here*].
	3. [*If applicable*] The advance payment to the Partner shall be made no later than *[number of working days]* of the crediting of the advance payment from the Programme to the Project Promoter’s bank account.
	4. Interim payments shall be paid based on [*specify how the Partner is to claim expenditure from the Project Promoter and if a template shall be used to that effect. If so, the template should be annexed to the Partnership Agreement. If no templates are foreseen, then the provision should specify, with as much detail as possible, the content of the payment claims*].
	5. Payment claims shall be submitted to the Project Promoter [*specify the monthly frequency or specific deadlines]*, along with a report under submitted under the Article 8 of this Agreement declaring that the claimed expenditures are incurred in accordance with the Legal Framework as well as principles and rules set forth in this Agreement.
	6. Interim payments to the Partner shall, subject to Article 8, be made within [*number of working days from receipt of the Partner’s payment claim or, in case deadlines are specified in paragraph 7.3, the dates by which the Project Promoter shall transfer the amounts.*]
	7. Payment of the final balance shall be made [*specify details*].
	8. All amounts shall be denominated in [*specify the applicable currency - The provision of funds to the Partner will normally be made in the beneficiary state local currency or in euro in some cases. The reporting currency of incurred expenditure is set by the Programme Operator and will normally be the beneficiary state local currency unless otherwise decided. The conversion exchange rate for establishing incurred expenditure in the local currency is set by the Programme Operator. This will normally follow a methodology whereby expenditure incurred by the partner, in any other currency, shall be converted into the reporting currency according to the valid exchange rate as recorded by the European Central Bank, valid on the day/month in which the expenditure was incurred. This Agreement should specify which entity will bear the exchange rate risk.* ].
	9. Since Partner keep bookkeeping in other currency than in EUR, it shall 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.
	10. Any exchange rate risk shall be bared by the Project Promoter. Exchange rate losses incurred by converting Swiss Francs to Euro are considered eligible provided that they are included in the Project budget.
	11. Payments to the Partner shall be made to the Partner’s bank account denominated in [*specify the currency*], identified as follows:

[*specify bank account details of the Partner: name of bank, address of branch in full, exact designation of account holder, full account number including IBAN and BIC/Swift codes*].

* 1. Payments shall be deemed to have been made on the date on which the Project Promoter’s account is debited.
1. **– Proof of expenditure**

*When the report option is used, please be aware that the cost of obtaining the report is considered eligible expenditure and should therefore be included in the budget allocation for the partner.*

* 1. Costs incurred by the Partner shall be supported by receipted invoices or alternatively by accounting documents of equivalent probative value.
	2. Proof of expenditure shall be provided by the Partner to the Project Promoter to the extent necessary for the Project Promoter to comply with its obligations to the Programme Operator/NCU in line with the Project Contract.
	3. In line with point 4 - Partner State Specific Rules and Procedures of the Annex of the Framework Agreement - Country Specific Set-up, the Partner shall submit a report by an independent auditor qualified to carry out statutory audits of accounting documents, certifying that the costs claimed are incurred in accordance with the Regulations, the national law and relevant national accounting practices. This report shall, subject to paragraph 1 of Article 6.8 of the Regulations, be accepted as sufficient proof of expenditure incurred. The principle of proportionality shall be respected. A report issued by a competent and independent public officer recognised by the relevant national authorities as having a budget and financial control capacity over the entity incurring the costs and who has not been involved in the preparation of the financial statements, certifying that the claimed costs are incurred in accordance with the Regulations, the relevant law and national accounting practices, shall, subject to paragraph 1 of Article 6.8 of the Regulations, also be accepted as sufficient proof of expenditure incurred.
	4. Upon request by the SECO/SDC, the Partner shall grant access to the supporting documents on the basis of which the report referred to in paragraph 8.3 of this Article was issued.
1. **– Progress and financial reports**

*This provision should outline the reporting obligations of the Partner, including content and frequency of such reports, as well as a reference to templates, if any. The Project Promoter shall by way of this provision ensure that it receives in a timely manner all the necessary information to comply with its reporting obligations to the Programme Operator.*

* 1. The Partner shall report to the Project Promoter the progress achieved in the implementation of the Project in the respective period preceding the submission of the Request for Reimbursement/Interim and the Final Reports and to provide the Project Promoter with all relevant supporting documents.
	2. The Partner shall report its expenditures to the Project Promoter according to the Article 8 of this Agreement duly and on time to enable the Project Promoter to declare all expenditures incurred in relation to the implementation of the Project in the Reimbursement Request/Interim Report and the Final Reports.
1. **– Post Completion obligation**
	1. The Partner shall ensure that the relevant documents relating to the Project are kept for 10 years after the completion of the Support Measure.
	2. [if relevant, post-completion obligation regarding the assets (building, equipment, installations) shall be set as agreed in the Support Measure Agreement].
2. **– Audits**

*Provisions on the arrangements for audits on the Partners should be established. It is sufficient to refer to Audits to be carried out in line with Chapter 11 of the Regulation. Where the partner is providing proof of expenditure in line with paragraphs 3 and 4 of Article 8.12 of the Regulation, it should be clarified that presentation of the audit report is sufficient for the purpose of financial audits.*

* 1. Audits shall be carried out in line with Chapter 9 of the Regulations, which has been modified by point 4 - Partner State Specific Rules and Procedures of the Annex of the Framework Agreement - Country Specific Set-up as follows:
		1. The Paragraph 4 of Article 9.2 of the Regulations has been replaced by the following: A non-statistical sampling method may be used on the professional judgment of the Audit Authority, to be duly justified in the audit strategy, in accordance with internationally accepted audit standards and in any case where the number of Projects or Programme Components for a year is insufficient to allow the use of a statistical method. The non-statistical sampling method shall cover a minimum of 10% of Projects or Programme Components for which expenditure has been declared during a year and a minimum of 15% of the expenditure which has been declared during a year.
		2. The following Paragraph 5 has been added to Article 9.2 of the Regulations: Switzerland and Slovakia have agreed to rely for the audit of both the financial regularity and the internal control system on statutory financial external audit reports in accordance with internationally accepted audit standards. The Audit Authority may appoint an external certified auditor for each Project and Programme Component, to be paid from the respective budget of the Project or Programme Component. For Projects and Programme Components not exceeding CHF 500,000, the audit shall be carried out after the Project or Programme Component completion. Non-statistical sampling method shall be used to verify the legality and regularity of expenditure, as described in Article 9.2.4 of the Regulations.
		3. The following Paragraph 3 has been added to Article 9.4 of the Regulations: Access according to paragraph 2 above to locations and facilities shall be contingent upon the period set forth in Article 4.15, paragraph 2 and 3 of the Regulations.
	2. The report submitted in line with the paragraph 8.3 of Article 8 of this Agreement shall be sufficient for the purpose of the financial audit. Under the paragraph 8.4 of the Article 8 of this Agreement, the Partner shall grant, upon request by the SECO/SDC access to the supporting documents on the basis of which the report was issued.
1. **– Procurement**
	1. National and EU law on public procurement shall be complied with by the Parties at any level in the implementation of the Project.
	2. The applicable procurement law is the law of the country in which the procurement is being carried out.
	3. The provision of the Regulations set in Article 7.1 shall be complied with.
2. **- Conflict of interest**
	1. The Parties shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Agreement. Such conflict of interests (as defined in Article 2.3, g) of the Regulations) could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during the performance of the Agreement must be notified to the other Party in writing without delay. In the event of such conflict, the Party concerned shall immediately take all necessary steps to resolve it.
	2. Each Party reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Parties shall ensure that their staff, board and directors are not placed in a situation which could give rise to conflict of interests. Each Party shall immediately replace any member of its staff exposed to such a situation.
3. **- Confidentiality**

[*Please include appropriate provisions addressing protection and disclosure of any confidential information disclosed by the Parties in connection with the partnership agreement.*]

1. **- Intellectual property rights**

[*Provisions on the ownership of work, materials or other results produced under the Agreement and the use thereof by the other Party should be included here.]*

1. **–Liability**

[*Provisions on liability and limitations thereof (including cases of force majeure) should be mentioned here, as appropriate and taking into account the nature of the activities to be performed.]*.

1. **– Irregularities**
	1. Irregularities are defined in accordance with Article 11.1 of the Regulations.
	2. In case an irregularity has come to the attention of one Party that Party shall immediately inform the other Party thereof in writing.
	3. In cases where measures to remedy any such irregularity are taken by the competent bodies referred to in Chapter 12 of the Regulations, including measures to recover funds, the Party concerned shall be solely responsible for complying with such measures and returning such funds to the Programme. The Partner shall, in such cases, return the recovered funds through the Project Promoter.
2. **– Suspension of payments and reimbursement**
	1. In cases where a decision to suspend payments and/or request reimbursement from the Project Promoter is taken by the Programme Operator/NCU or the Switzerland in line with the Article 12.2 of the Regulations, the Partner shall take such measures as are necessary to comply with the decision.
	2. For the purposes of the previous paragraph, the Project Promoter shall, without delay, submit a copy of the decision referred to in the previous paragraph to the Partner.
3. **– Termination**
	1. Termination for convenience by either Party *[insert procedures and requirements for termination for convenience by either party, in case this possibility is deemed appropriate]*.
	2. Either Party may terminate this Agreement in the event of a breach by the other Party of its obligations *[insert procedures and requirements for termination for breach by either party]*.
	3. Furthermore, in case of termination of the Project Contract for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.
	4. [*Consequences of termination* - *It is highly recommended that the consequences of termination on the parties’ obligations and on the disbursed share of the grant to the Partner are outlined clearly and distinguishing between the different reasons giving rise to termination (for convenience, breach, force majeure, termination of project contract, etc.). Given that the applicable law may not be a common national law of the parties, this will minimise uncertainties and disputes in cases where the agreement is terminated.]*
4. **- Assignment**
	1. Neither Party shall have the right to transfer their rights and obligations under this Agreement without the prior consent of the other Party.
	2. The Parties acknowledge that all assignment of rights and obligations under this Agreement is dependent upon the Programme Operator’s/NCU prior consent in accordance with the provisions of the Project Contract [*Note: if applicable*].
5. **– Amendments**
	1. Any amendment to this Agreement, including its Annexes, shall be the subject of a written agreement concluded by the Parties.
6. **– Severability**
	1. If any provision of this Agreement (or part of any provision) is found by any court, tribunal or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
	2. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the Parties’ original intent.
	3. The Parties have agreed that in case this Agreement does not explicitly stipulate otherwise, the relationships which are not explicitly set in this Agreement shall be respectively governed by the provisions of the Legal Framework, the Support Measure Agreement and Project Contract.
7. **– Notices and language**
	1. All notices and other communications between the Parties shall be made in writing and be sent to the following addresses:

For the Project Promoter:

[*include contact details*]

For the Partner:

[*include contact details*]

* 1. The language governing the execution of this Agreement is English. All documents, notices and other communications foreseen in the framework of this Agreement shall be in English.
1. **– Governing law and settlement of disputes**
	1. The construction, validity and performance of this Agreement shall be governed by the laws of the Slovak Republic *[or specify other governing law]*.The Agreement must however, be interpreted also in the light and in response to Project Contract, second Swiss Contribution Legal Framework and Implementation Rules.
	2. Any dispute relating to the conclusion, validity, interpretation or performance of this Agreement shall be resolved amicably through consultation between the Parties.
	3. If the Parties fail to resolve the dispute by mutual agreement or settlement, the dispute shall be promptly presented to the Programme Operator/NCU, who at its own discretion may convene a joint meeting of Programme Operator/NCU and the litigants, or the Programme Operator and all Parties to this Agreement, in order to resolve the dispute and reach an agreement out of court settlement. If the Programme Operator/NCU does not convene a joint meeting, or the Parties to the dispute, do not resolve the dispute in a joint meeting convened by the Programme Operator, pursuant to the preceding sentence, the dispute will be brought to the respective general court of the Slovak Republic *[or specify other court]*.
2. **- Closing provisions**
	1. 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.

The Agreement is composed of:

Annex 1 – Work Plan

Annex 2 – Financial Arrangements

Annex 3 – Payment Claim

Annex 4 – Project Interim Report/Reimbursement request

This Agreement has been prepared in two originals, of which each Party has received one.

For the Project Promoter For the Partner

Signed in……………… on …………..…. Signed in………… on …………….

[*Name*] [*Name*]

[*Title*] [*Title*]

Disclaimer:

This template Partnership Agreement aims at assisting Project Operator/Program Component Operator and Swiss Support Measure Partners in the preparation of their partnership agreements required under Article 4.10. of the Regulations on the implementation of the second Swiss Contribution to selected member states of the European Union to reduce economic and social disparities within the European Union .

It is provided for information purposes only and its contents are not intended to replace consultation of any applicable legal sources or the necessary advice of a legal expert, where appropriate. It is the responsibility of the Parties to ensure compliance of the provisions of this Partnership Agreement with the Project Contract and the applicable Legal framework. Neither the National Coordination Unit (Ministry of Investments, Regional Development and informatization of the Slovak Republic) nor any person acting on its behalf can be held responsible in connection with any use or re-use made of this template partnership agreement.