



Partnership Agreement

For

donor partnership projects

between

GMINA I MIASTO NISKO

ul. Plac Wolności 14, 37 – 400 Nisko, NIP 6020017509

Full address, tax ID number or other

Represented by

Mr Waldemar Ślusarczyk – Mayor of the City of Nisko

with a countersignature **Ms. Maria Nabrzieszka** – Treuseur of the City of Nisko

hereinafter referred to as the “Project Promoter”

and

MIDT - TELEMAR

Bøgata 67, N-3800 Bø i Telemark

National Organization Number/ID: 920297293

Municipality Number: 3817

Ms. Siri B. Dyrland – Mayor of Midt-Telemark

with a countersignature **Mr. Per Dehli** CEO of Midt-Telemark

hereinafter referred to as the “Project Partner”

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

for the implementation of the Project

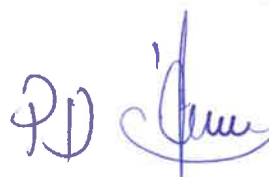
“Nisko – higher and higher –

***increasing the city’s economic potential, attractiveness and the competitiveness of
living in the city.”***

funded under the Norwegian Financial Mechanism

within

“Local Development” Programme in Poland



IT IS AGREED AS FOLLOWS:

Article 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 1 [(hereinafter referred to as the Description of Bilateral Cooperation Activities), and in Annex 2 (hereafter referred to as the Timeline of Activities), which is funded by Norwegian Financial Mechanisms 2014-21 under the Local Development Programme in Poland.
- 2 The Parties shall act in accordance with the legal framework of the Norwegian Financial Mechanisms 2014-2021, namely with the Regulation on the implementation of the Norwegian Financial Mechanisms 2014-2021 (hereinafter referred to as the “Regulation”). The Parties expressly acknowledge to have access to and to be familiar with the content of the Regulation.
- 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.

Article 2 – Entry into force and duration

This Agreement shall enter into force on the date of the last signature by the Parties. This Agreement shall remain in force until 5 years have elapsed since the date of acceptance of the Final Report on the “Local Development” Programme by the Financial Mechanism Committee, hereinafter referred to as “FMC” and the NMFA.

Article 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 Programme and 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.
- 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.

a. The Project Manager on the party of the Project Promoter is Mr Krzysztof Haliniak, e-mail: k.haliniak@nisko.pl;



b. The Project Manager on the party of the Project Partner is Hilde Pedersen, e-mail hipe@mt.kommune.no, and Sindre Flø, e-mail siflo@mt.kommune.no.

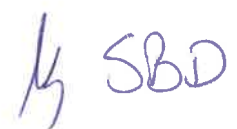
Article 4 – Obligations of the Project Promoter

- 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.
- 2 The Project Promoter undertakes to, *inter alia*:
 - a ensure the correct and timely implementation of the Project's activities;
 - b promptly inform the Project Partner on all circumstances that may have a negative impact on the correct and timely implementation of any of the Project's activities, and of any event that could lead to a temporary or final discontinuation or any other deviation of the Project;
 - c provide the Project Partner with access to all available documents, data, and information in its possession that may be necessary or useful for the Project 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 Project Partner;
 - d provide the Project Partner with a copy of the signed Project Contract, including any subsequent amendments thereof as of their entry into force;
 - e consult the Project Partner before submission of any request for amendment of the Project Contract to the Programme Operator that may affect or be of interest for the Project Partner's role, rights and obligations hereunder;
 - f prepare and submit in a timely manner to the Programme Operator partial reports, annual reports and a final report on the project implementation in connection with the payment claims, in compliance with the Programme Agreement and the Project Contract so as to meet the payment deadlines towards the Project Partner as stipulated in this Agreement;
 - g transfer to the Project Partner's nominated bank account all payments due by the set deadlines;
 - h ensure that the Project Partner promptly receives all assistance it may require for the performance of its tasks;
 - i responsible for the preparation and organization of study visits in the area of its activity / country, in compliance with the scope presented in Annex no. 1.

Article 5 – Obligations of the Project Partner

- 1 The Project Partner is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement, as well as the Description of Bilateral Cooperation Activities, Timeline of Activities, and the Budget detailed in Annexes 1, 2 and 3, respectively.
- 2 In addition to the above obligations, the Project Partner shall:
 - a promptly inform the Project Promoter on relevant circumstances that may have an impact on the correctness, timeliness and completeness of its performance;

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- b provide the Project Promoter with all information necessary for the preparation of (any reports due by the Project Promoter to the Programme Operator) within the deadlines and according to the reporting forms set by the Project Promoter;
- c 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;
- d 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 5 years from the *NMFA*'s approval of the final programme report;
- e provide any bodies carrying out mid-term or ex-post evaluations of the Programme, as well as any monitoring, audits and on the spot verifications on behalf of the Norwegian Financial Mechanisms any document or information necessary to assist with the evaluation;
- f effectively participate in promoting the objectives, activities and results of the Financial Mechanism as well as the Donor's contribution to reducing economic and social disparities in the European Economic Area;
- g responsible for the preparation and organization of study visits in the area of its activity / country, in compliance with the scope presented in Annex no. 1.

Article 6 – Project budget and eligibility of expenditures

- 1 The detailed total Project budget, the budget share of each Party as well as the allocation of the budget, amongst the activities to be performed by each Party is fixed in Annex no. 3 “Budget of the Bilateral Cooperation Project”.
- 2 Expenditures incurred by the Project Partner must be in line with the general rules on eligibility of expenditure contained in the Regulation, specifically Chapter 8 thereto, including the following articles:
 - Article 8.2, containing certain general principles on eligible expenditures, for example, that all costs should be “proportionate and necessary for the implementation of the project
 - Article 8.3, containing the main categories of eligible direct expenditures (specific expenditures directly linked to the implementation of the project)
 - Article 8.7, containing certain categories of expenditures that are not eligible

Article 7 – Financial management and payment arrangements

- 1 Payment of the project grant share to the Project Partner shall take the form of reimbursement of incurred expenditure (interim payments) and payment of the final balance.
- 2 Interim payments shall be paid based on a “Project Partner Reimbursement Claim” submitted by the Partner, according to the template laid out in Annex 4. Payment claims shall be submitted to the Project Promoter once a year, along with a confirmation from the Project Manager that the claimed expenditures are in accordance with the principles and rules set forth in this Agreement.
- 3 The parties agree that the costs of remuneration of personnel on the part of the Partner shall include all indirect costs related to the project.

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- 4 Interim payments to the Project Partner shall, be made within 30 days from the receipt of the Partner's reimbursement claim, and its acceptance.
- 5 The Partner will issue the reimbursement claim for all eligible expenditures in NOK. The Project Promoter will reimburse the Partner in the same currency in which the reimbursement claim was issued. As the Project Promoter, for the sake of making reimbursement, is purchasing NOK in the bank which operates its account, the Project Promoter also carries the currency exchange risk. The total budget of this Agreement is expressed in Euro (as in Annex 3), and its total value cannot be exceeded, but expenditures and reimbursements will be made in NOK).
- 6 Payments to the Project Partner shall be made to the Project Partner's bank account denominated in NOK identified as follows: Bank Account: 1506 25 59923, IBAN: NO1315062559931, BIC: DNBANOKKXXX, Project Number/ref.: 5110-D605
- 7 Payments shall be deemed to have been made on the date on which the Project Promoter's account is debited.

Article 8 – Proof of expenditure

- 1 Costs incurred by a Project Partner: proof of expenditure shall take the form of a municipal audit report, performed according to Norwegian law.

Article 9 – Progress and financial reports

- 1 Reimbursements to the Partner will take place on an annual basis.
- 2 The Partner shall submit a Project Partner Progress report according to the template provided in Annex 5, along with the reimbursement claim according to the template provided in Annex 4.

Article 10 – Audits

1. The Partner will perform an annual financial audit in conjunction with the reimbursement claim. The audit shall take the form of a municipal audit report, performed according to Norwegian law.
2. The presentation of the municipal audit report is sufficient for the purpose of financial audits.
3. The Project Partner also undertakes to submit to monitoring and audit in the implementation of the project in compliance with Chapter 11 of the Regulation.

Article 11 – 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 Project Partner is obliged to apply the Public Procurement Regulations in compliance with Article 8 paragraph 15 of the Regulation.



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Article 12 - 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 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.

Article 13 - Confidentiality

- 1 Professional secrecy applies to all individuals and institutions involved in the Project activities.

Article 14 - Intellectual property rights

1. The Partner, in accordance with the partnership agreement, grants the Leader for non-commercial purposes, free of charge and for an indefinite period:
 - a) a non-exclusive license with the right to grant further licenses,
 - b) permission to exercise derivative copyright,
 - c) the non-exclusive right to authorize the exercise of a derivative copyright with the right to grant further authorizations.

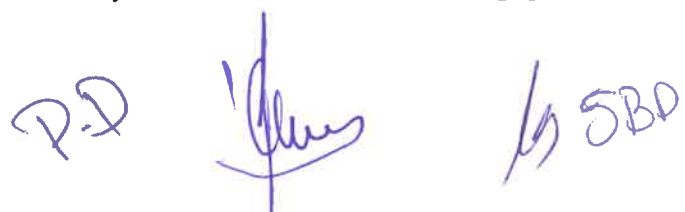
to works created as a result of the project.

2. Acquisition by the Leader of the rights referred to in sec. 1, follows:
 - a) upon approval by the Promoter of the "Project Partner Reimbursement Claim" (report) submitted by the Partner in which the expenses related to a given work have been settled, and
 - b) without restrictions as to the territory, time, number of copies and carriers, in the following fields of use:
 - reserving - in particular by printing, saving in computer memory and on electronic media, and reproducing the copies thus created by any technique,
 - distribution and publication in any way (including by: displaying or publicly playing or entering into the memory of a computer and multimedia networks, including the Internet) - in whole or in part, as well as in combination with other works,
 - sharing, in particular through presentation at meetings
 - placing on the market (both the original and copies of the works and media on which the works have been recorded), lending the works (in whole or in part) or the media on which the works were recorded,

introducing (including commissioning third parties) any changes to the works, including: adapting, changing the layout, preparing extracts, summaries, abbreviations, updating, combining with other works and translation - in whole or in part.

Article 15 - Liability

- 1 The Parties shall not be liable - economically or in other ways - to firms or individuals engaged by the other Party under this Agreement.



Handwritten signatures in blue ink, including initials "P-D", a signature, and "SBD".

Article 16 – Irregularities

- 1 Irregularities are defined in accordance with Article 12.2 of the Regulation.
- 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 Regulation, 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 Project Partner shall, in such cases, return the recovered funds through the Project Promoter.

Article 17 – 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, the National Focal Point or the Donor State[s], the Project 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 Project Partner.

Article 18 – Termination

- 1 This Agreement may be terminated by either party upon written notice to the other, and shall terminate thirty days after the date of such notice.
- 2 Upon receipt of such notice of termination, the Partner shall exert its best efforts to bring the work to an end in a rapid, orderly and economical manner, and will deliver to the Project Promoter all plans or documents completed as part of the activities under this Agreement.
- 3 In the event of termination, the Partner shall be entitled to reimbursement of costs of activities satisfactorily performed and accepted and expenses properly incurred prior to the date of effectiveness of termination.
- 4 If the Project Promoter has terminated the Agreement due to a breach of Agreement by the Partner, then the Partner shall receive reimbursement for the part of activities having been carried out and accepted in accordance with the Agreement.

Article 19 - 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 prior consent in accordance with the provisions of the Project Contract.

Article 20 – Amendments

- 1 Any amendment to this Agreement, including its Annexes, shall be the subject of a written agreement concluded by the Parties.
- 2 The Parties allow modifications of the timeline and forms of Agreement execution depending on current war and epidemiological situation in Europe as well as on other personal safety and public security factors.

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Article 21 – 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.

Article 22 – 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: Urząd Gminy i Miasta Nisko, Plac Wolności 14, 37 – 400 Nisko, e-mail: ugim@nisko.pl, k.haliniak@nisko.pl

For the Project Partner: Midt-Telemark kommune, Pb 83, N-3800 Bø i Telemark. E-mail: post@mt.kommune.no; hipe@mt.kommune.no; siflo@mt.kommune.no;

- 2 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.

Article 23 – Governing law and settlement of disputes

- 1 The construction, validity and performance of this Agreement shall be governed by the laws of – the Republic of Poland.
- 2 Any dispute relating to the conclusion, validity, interpretation or performance of this Agreement shall be resolved amicably through consultation between the Parties.
- 3 Any disputes arising under or relating to the implementation of the subject matter of the Agreement between the Parties, if it is impossible to reach an amicable settlement, shall be considered by a common court of law competent for the place of the residence of the Program Operator.





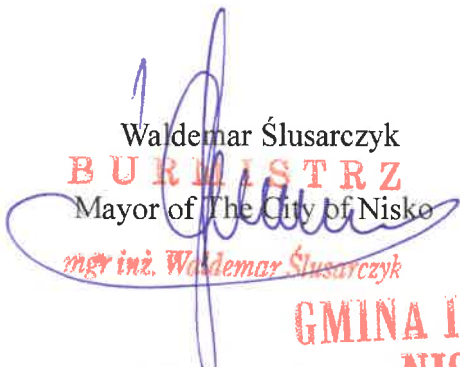
This Agreement has been prepared in two originals, of which each Party has received one.

For the Project Promoter

For the Project Partner

Signed in NISKO on 17.08.2022

Signed in Bo on 17/8-22


Waldemar Ślusarczyk
BURMISTRZ
Mayor of The City of Nisko
mgr inż. Waldemar Ślusarczyk
GMINA I MIASTO
NISKO
Maria Nabrzeska


Siri B. Dyroland

Mayor of the municipality of Midt-Telemark
Postboks 7
3833 Bø


Per Dehli

Treuseur of the City of Nisko

CEO of Midt-Telemark


SKARBNIK GMINY
mgr Maria Nabrzeska

Annexes:

- 1 Description of Bilateral Cooperation Activities
- 2 Timeline of Activities
- 3 Bilateral Cooperation Budget
- 4 Project Partner Reimbursement Claim
- 5 Project Partner Progress report

