

**Agreement  
for  
conducting a bilateral activity**

between

***Ministry of Justice of the Slovak Republic***

Račianska 71, 831 11 Bratislava, Slovakia

legally represented by

Mgr. Mária Kolíková Minister of Justice

hereinafter referred to as the “First Party”

and

**Norwegian Courts Administration**

Dronningensgate 2, 7011 Trondheim, Norway

Norwegian Courts Administration

Dronningensgate 2, 7011 Trondheim, Fiscal registration code: 984 195 796

legally represented by

Mr Iwar Arnstad Head of International Secretariat

hereinafter referred to as the “Second Party”

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

**for the implementation of the Project “Enhancing the efficiency of the  
justice system through the protection/empowerment of victims and  
vulnerable parties” funded under the EEA Financial Mechanism  
Programme “Cross-border Cooperation/Good governance, Accountable  
Institutions, Transparency”, no. PA16**

PREAMBLE:

The project applicant submitted a project application within the calls for project applications, announced by the Office of the Government of the Slovak Republic, as the program administrator for program no. PA16, Good Governance (hereinafter referred to as "Program Administrator"). The project application was approved by the program administrator and the project was registered under no. GGCPP002.

IT IS AGREED AS FOLLOWS:

**Article 1 – Scope and objectives**

1. This Agreement for conducting of bilateral activity (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 initiative/as described and defined in Appendix I to this Agreement and forming an integral part thereof.
2. The Parties shall act in accordance with the legal framework of the EEA Financial Mechanism 2014-2021, namely with the Regulation on the implementation of the EEA Financial Mechanism 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**

1. This Agreement shall enter into force on the day of the last signature by the Parties and effective on the day following its publication pursuant to Art. 47a (1) of Act no. 40/1964 Coll. The Civil Code, as amended, in conjunction with Art. 5a of Act no. 211/2000 Coll. on Free Access to Information and on Amendments to Certain Acts, as amended.
2. This Agreement shall remain in force until the Second Party has discharged in full its obligations towards the other party or as provided in art. 18 of this agreement.

**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. 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 is for the Slovak side:

Alena Václavová, email:

Iwar Arnstad,

#### **Article 4 – Obligations of the Project Promoter**

1. The First Party 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 First Party undertakes to, *inter alia*:

- (a) ensure the correct and timely implementation of the Project's activities;
- (b) promptly inform the Second Party 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 Second Party with access to all available documents, data, and information in its possession that may be necessary or useful for the Second Party 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 Second Party;
- (d) provide the Second Party with a copy of the signed Project Contract, including any subsequent amendments thereof as of their entry into force;
- (e) consult the Second Party 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 Second Party's role, rights and obligations hereunder;

- (f) prepare and submit in a timely manner to the Programme Operator narrative and financial report 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 Second Party as stipulated in this Agreement;
- (g) transfer to the Second Party's nominated bank account all payments due by the set deadlines;
- (h) ensure that the Second Party promptly receives all assistance it may require for the performance of its tasks;

### **Article 5 – Obligations of the Second Party**

1. The Second party is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement and Annex

1 hereinafter referred to as the "List of activities".

2. In addition to the above obligations, the Second party shall:

- (a) promptly inform the First Party on relevant circumstances that may have an impact on the correctness, timeliness and completeness of its performance;
- (b) provide the First Party with a brief overview over the conducted activity
- (c) immediately inform the First Party 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 FMC'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 EEA Financial Mechanism 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)'s contribution to reducing economic and social disparities in the European Economic Area;

### **Article 6 – Project budget and eligibility of expenditures**

1., The budget share of the Second Party as well as the allocation of the budget, amongst the activities to be performed by the Second Party is fixed in Annex no.1

2. Expenditures incurred by the Second party must be in line with the general rules on eligibility of expenditure contained in the Regulation, specifically Article 8 thereto.

3. The reporting currency of incurred expenditure is set in currency EUR. The conversion exchange rate for establishing incurred expenditure in euro is set by the Programme Operator. Expenditure incurred by the Project Second Party, 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. The Project Second Party bears the exchange rate risk.

### **Article 7 – Financial management and payment arrangements**

1. Payment shall be made maximum 30 days after the business trip and according to the final invoice.
2. All amounts shall be denominated in Euro.
3. Payments to the Second Party shall be made to the Second Party's bank account denominated in EUR identified as follows:

Bank: Nordea Bank Norge ASA,

Full address of the branch: Essendrops gate 7, Postboks 1166 Sentrum, 0107 Oslo

BIC/SWIFT: NDEANOKK,

IBAN: .

Transfers must be further marked with: DA50 / 113251

4. Payments shall be deemed to have been made on the date on which the First party's account is debited.

### **Article 8 – Proof of expenditure**

1. Costs incurred by the Second party shall be supported by receipted invoices or alternatively by accounting documents of equivalent probative value.
2. Proof of expenditure shall be provided by the Second party to the First Party to the extent necessary for the First Party to comply with its obligations to the Programme Operator.
3. When required, proof of expenditure shall take the form of a report by an independent auditor, qualified to carry out statutory audits of accounting documents, or a report issued by a competent and independent public officer certifying that the claimed costs are incurred in accordance with the Regulation, the relevant law and national accounting practices.

### **Article 9 – Progress and financial reports**

During the realisation of the project, the Second Party will submit to the First Party interim report covering the activities fixed in Annex 1. This report shall be submitted within 30 days after the realization of activities fixed in Annex 1.

## **Article 10 – Audits**

The Second party will certify, through certified financial report, that the funds have been used in accordance with the intended purpose and that the financial data contained in the report is in accordance with the Second party's financial records. It will further certify that all expenditures have been made in accordance with the Organisation's Financial Regulations, which provide for a detailed procedure of internal control and an annual external verification of the accounts by the external auditor.

## **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.

## **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**

Both Parties and their personnel employed, be that contractually or nominally engaged, shall maintain professional secrecy for the duration of this Agreement and three years after completion thereof. In this connection, except with the prior written consent of the other Party, neither Party nor the personnel employed shall at any time communicate to any person or entity any information that may adversely affect the successful implementation of the Project.

This provision is without prejudice to the First Party's obligation to make the information available or to make them public, if required by relevant legal regulations.

In case, that for this agreement is necessary that the Second party would process personal data on behalf of First Party, the Second party commit to process personal data specifically under the conditions set by valid legislation of the Slovak Republic for the area protection of the personal data on the basis of a special legal title ( contact with the First party, or if it is possible in accordance with the legislation on the basis of the First party's authorization), in which the First party sets the subject and duration of processing of personal data, purpose of processing, the list and scope of personal data, the categories of concerning subjects and the obligations and rights of the Operator, as well as the other conditions set by valid legislation of the Slovak Republic for the field of the personal data protection.

#### **Article 14 - Intellectual property rights**

Both Parties shall take measures to prevent, detect and correct irregularities fraud, corruption or other illegal activity when implementing the Project. If at any stage one of the Parties should become aware of, or suspect that, irregularities, fraud, corruption or other illegal activity have occurred, they shall promptly investigate the matter and, if the investigation demonstrates that an irregularity occurred, shall inform the other Party and take all reasonable measures in accordance with its rules and policies to ensure the situation ceases and does not happen again.

#### **Article 15 –Liability**

The financial responsibility of the First Party under this Agreement is limited to funding the amount indicated at Article 6 above. The Agreement does not provide or imply, directly or indirectly any responsibility or liability of the First Party for any other claims for damages, loss or injury from a third party, which the Second Party may sustain in consequence of or arising out of the implementation of the Project and the contractual relationship and/or Second Partyships entered into by the Second Party for the purpose of the Project

The Second Party shall not be held responsible for the unsuccessful implementation of the Project, resulting from the fact that the Second Party personnel and/or the Second Party contractors and Second Party, as the case may be, have not been granted, by the countries involved in the Project financed by this contribution:

- a) access to the sites, equipment and facilities where activities are undertaken to ensure effective implementation and oversight;
- b) the necessary site security and personnel safety;
- c) any necessary visas and travel documents.

#### **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 Second party shall, in such cases, return the recovered funds through the Promoter.

### **Article 17 – Suspension of payments and reimbursement**

1. In cases where a decision to suspend payments and/or request reimbursement from the First Party is taken by the Programme Operator, the National Focal Point or the Donor State[s], the Second Party shall take such measures as are necessary to comply with the decision.

2. For the purposes of the previous paragraph, the First Party shall, without delay, submit a copy of the decision referred to in the previous paragraph to the Second Party.

### **Article 18 – Termination**

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

a) Once the Parties have fulfilled all their obligations under the Agreement,

b) By written mutual consent of the Parties

2. The Second Party has a right, after consultation with the Second Party, to terminate the Agreement:

a) if Second Party has breached its contractual obligations in a way that prevents the implementation of the Project,

b) if Second Party fails to fulfil or has intentionally breached contractual obligations

c) in case of impossibility of performance of the Agreement due to objective reasons, which occurred on the side of the Second Party.

3. Termination of the Agreement is effective from the day of delivery of the notice of termination from the Agreement to the Second Party. If requested by the Program Operator, the Project First Party may claim repayment of all or part of the Project Grant Share used in a manner inconsistent with the provisions of this 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.

### **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 First Party:**

Ministry of Justice of the Slovak Republic  
Project Coordination Section  
Račianska 71  
831 11 Bratislava  
Slovakia  
Email:  
Telephone:

#### **For the Second Party:**

Norwegian Courts Administration  
Dronningens gate 2  
Trondheim 7011  
Kingdom of Norway  
Email:

Telephone:

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 Slovak republic, regardless of the provisions on conflict of laws.

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, 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. Each Party expresses its irrevocable consent that the courts of the Slovak Republic, whose jurisdiction is given by the registered office of the First Party, shall have exclusive jurisdiction to resolve any disputes or claims arising out of or in connection with this Agreement or its conclusion.

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

For the First Party

For the Second Party

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

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

*Mgr. Mária Kolíková*  
*Minister of Justice*

*Mr Iwar Arnstad*  
*Head of International Secretariat*

## **ANNEX 1 LIST OF ACTIVITIES**

### **Study visit to the Children's House in Trondheim, Norway**

For more information regarding Children's Houses in Norway, see

<https://www.statensbarnehus.no/barnehus/statens-barnehus-oslo/information-in-english/>

1. Target group: judges, prosecution, policy makers, other personal that works with interviewing children, doctors, psychologists etc.
2. Objective: exchange experience and best practices between countries on child friendly justice / protection of vulnerable groups
3. Suggested programme/agenda and content:

#### Day 1:

- a. Tour around the premises/specialised rooms at the Children's house- ca 45 min
- b. General overview - the importance of facilitation of judicial interviews of children to avoid victimization- Ca 30-45 min
- c. Children's Houses – the Norwegian approach and procedures with this crosscutting model (what are the core tasks of the children's house, how is it organised, what is the mandate/budget/methods/competencies of staff etc.) – ca 45 min
- d. The legal framework - protection of children rights in Norway- jurist or judge ca 30-45 min
- e. Psychologist/advisors/staff in Children's house to explain about their projects/treatments/follow-up/prevention hereunder a project about domestic violence ca 45 min
- f. Someone from the Norwegian child welfare system to talk about how they discover children who are victims of violence or sexual abuse? Ca 30-45 min
- g. Medical examinations and doctor's role in the cases? Doctor ca 30-45 min

#### Day 2:

- a. Methodology of hearing children/conducting interviews in connection with criminal investigations, performed by qualified police personnel specially trained in interviewing children - KRIPOS (specialised police unit) ca 45 min

- b. Training of specialised police who undertake interviews of children – what does it involve? Police academy ca 45 min
- c. Judge – use of evidence in court - how do judges experience the process – of not being longer in charge of interviewing children (criminal cases)?
- d. Civil cases- how do judges interview children in civil cases (eg. divorce) ca 30-45 min

Discussions in plenum, possible group assignments/work will also be included in the agenda

**BUDGET:**

7 days for preparations	<b>3.500,00 €</b>
Fee for experts (6 experts * 2 days)	<b>6.000,00 €</b>
Travel costs + per diem	<b>500,00 €</b>
<b>Total</b>	<b>10.000,00 €</b>