

**Amendment 1  
to Partnership Agreement  
for  
donor partnership project**

between

**City of Banska Bystrica**

Československej armády 26, 974 01 Banská Bystrica, Slovakia

Organisation identification number: 00313271

Represented by Ján Nosko, Mayor

hereinafter referred to as the "Project Promoter"

and

**Norwegian Institute for Urban and Regional Research (NIBR)**

**Oslo Metropolitan University**

Pilestredet 46, 0167 Oslo, Norway

Organisation identification number: 997058925

Represented by Geir Heierstad, Institute Director

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 "Response to Climate Change in the  
Banska Bystrica City"**

**funded under the EEA Financial Mechanism Programme**

***ACC Climate change mitigation and adaptation***

PARTNERSHIP AGREEMENT AMENDMENT IS AGREED AS FOLLOWS:

Article I

1. Preamble containing the introductory provisions for the Project background (Project Contract, Programme Operator) is added with the following wording:

*“PREAMBLE:*

- 1. The Parties specified in this Partnership Agreement conclude this Agreement with the aim to implement together the Project titled as “Response to Climate Change in the Banska Bystrica City” (hereinafter referred to as the “Project”).*
  - 2. The Project was supported under the Programme “Climate change mitigation and adaptation” (SK-Climate Programme) within the Call for project proposals No. 1 (code ACC01), co-financed under the European Economic Area Financial Mechanism 2014 – 2021 and the State Budget of the Slovak Republic. The Project was assigned the Project Code ACC01P02.*
  - 3. Contracting Parties of the Project Contract are the City of Banská Bystrica as Project Promoter and Ministry of Environment of the Slovak Republic as SK-Climate Programme Operator (hereinafter referred to as the “Programme Operator”).”*
2. In Article 4 – Obligations of the Project Promoter, paragraph No. 2, point (f) is replaced by the following wording:  
*“(f) prepare and submit in a timely manner to the Programme Operator interim project reports and other 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;”*
  3. In Article 7 – Financial management and payment arrangements, paragraph No. 1 is replaced by the following wording:  
*“1. Payment of the project grant share to the Project Partner shall take the form of advance payments (interim payments) and payment of the final balance.”*
  4. In Article 7 – Financial management and payment arrangements, paragraph No. 3 the term “Grant Offer” is replaced by the term “Grant Offer Letter” and the term “Beneficiary” is replaced by the term “Project Promoter”.
  5. Information on how the Project Partner should claim expenditure from the Project Promoter is added in the Article 7 - Financial management and payment arrangements, paragraph No. 3 by adding the following wording at the end of paragraph:  
*“3. Interim payments shall be paid based on invoices and supporting financial documents. Partner may opt to submit proof of expenditure by way of an independent audit report in line with Article 8.12 of the Regulation. The Partner undertakes to submit a List of Accounting Documents/Summary sheets to the Project Promoter duly and on time. Expenditures incurred after 30 April 2024 are not eligible.”*

6. In the Article 7 - Financial management and payment arrangements, paragraph No. 3, the following wording is removed: "*until the deadlines stated in Article 9 of the Regulation*".
7. Currency exchange rules for Project Partner expenditure and its reimbursement are added in the Article 7 - Financial management and payment arrangements as new paragraph No. 10 with the following wording:

*"10. The reporting currency of incurred expenditure set by the Programme Operator is euro. The conversion exchange rate for establishing incurred expenditure in the local currency of the Project Partner, residing in state that have not adopted the euro currency, is set by the Programme Operator as follows:*

*Expenditure incurred by the Partner, in any other currency than euro, shall be converted into the reporting currency according to the valid exchange rate as recorded by the European Central Bank, valid on day/month in which the expenditure was incurred.*

*In case the Partner keeps bookkeeping in other currency than in euro, the Partner is required, in the List of accounting documents/Summary sheets, to recalculate the total amount of expenditure to euro currency using currency exchange rules set by the Programme Operator. Such expenditure will be eligible up to a maximum amount so converted in euro."*

*The exchange rate risk bears the Project Partner. Neither Programme Operator, nor the Project Promoter are responsible for losses resulting from exchange rate fluctuations."*

8. In Article 10 – Audits, paragraph No. 1 is replaced by the following wording:

*"1. Without prejudice to the audits carried out by the Audit Authority, the FMC may arrange audits and on-the-spot verifications of programmes and projects, and to verify the effective functioning of the management and control systems in the Beneficiary State. The National Focal Point's representatives shall, upon request, accompany the authorised representatives of the FMC and provide them with all necessary assistance (see Chapter 11 of the Regulation)."*
9. In Article 17 – Termination, paragraph No. 4 is replaced by the following wording:

*"4. The Partners undertake to accept the decision of the Project Promoter to terminate the Agreement towards the respective Partner or terminate the Agreement by consent in case stated in Section 17.2 and 17.3 of the Article of the Agreement. In case of need the Partners undertake to conclude the amendment to the Agreement, by which they shall stipulate their mutual rights and obligations connected with the termination of the Agreement towards the Partner and/or related to the Access of the new Project Partner to the Agreement, instead the formed terminating Partner."*

Article 2

1. This Amendment has been prepared in three originals, of which each Party has received, Programme Operator including.
2. This Amendment constitute an integral part of the Partnership Agreement. Except from the modifications stated above, the Partnership Agreement remains unchanged.
3. This Amendment shall enter into force on the date of the last signature by the Parties.

For the Project Promoter

For the Project Partner

Signed in B. Zystica on .....

Signed in oslo on .....



Ján Nosko  
Mayor of Banska Bystrica



Geir Geir Heierstad  
Institute Director

OSLOMET