

**Norwegian Financial Mechanism 2009-2014  
Slovakia 09 Programme Area 29**

**Domestic and gender-based violence**

**Pre-defined Project on Coordinating methodical Centre for prevention and elimination of violence against women and domestic violence**

**Partnership Agreement**

between

The Ministry of Labour, Social Affairs and Family of the Slovak Republic, represented by Mr Ján Richter, Minister, with its seat at Špitálska 4, Bratislava, Slovakia, hereinafter referred to as “the Project Promoter”;

and

the Council of Europe, represented by Mrs Gabriella Battaini-Dragoni, Deputy Secretary General of the Council of Europe, with its seat at F-67075 Strasbourg, France, hereafter referred to as the “Project Partner”

have agreed as follows :

**Preamble**

Within the framework of the European Economic Area (EEA) and Norwegian Financial Mechanisms 2009-2014, the EEA EFTA states Iceland, Liechtenstein and Norway (“Donor States”) will provide € 1.79 billion to reduce economic and social disparities within the EEA and also to strengthen bilateral relations between the Donor and Beneficiary States. The funds will be channelled through two financial mechanisms, namely the EEA Financial Mechanism and the Norwegian Financial Mechanism, the latter being financed exclusively by Norway. Day-to-day management of the financial mechanisms has been delegated to the Financial Mechanism Office (- hereafter- FMO). The EEA Financial Mechanism and the Norwegian Financial Mechanism will fund, *inter alia*, programmes in the field of justice and home affairs, human and social development and target Bulgaria, Cyprus, the Czech Republic, Estonia, Greece, Hungary, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia and Spain as beneficiaries (“Beneficiary States”). Each Beneficiary State will implement a number of programmes to be agreed with the Donor States in a Memorandum of Understanding (MoU). A national focal point within the Beneficiary State’s government is responsible for reaching the overall objectives and will report to the Donor States. Programme operators in the Beneficiary States will design and implement the programmes. The programme operators will establish donor partnership programmes with international organisations, called donor programme partners. Their role is to advise the programme operator on both the design and the implementation phase of the programmes. The modes of co-operation as well as their roles and responsibilities will be defined in a programme proposal to be approved by the Donor States.

The core objective of the Council of Europe is to preserve and promote human rights, democracy and the rule of law across the European continent. Council of Europe action revolves around the

complete cycle of standard setting, monitoring and co-operation activities. In its areas of expertise, the Council of Europe sets recognised international standards, including over 200 international treaties, and identifies best practices. Compliance with a number of these standards is then assessed and monitored by specific Council of Europe bodies and mechanisms. The Council of Europe also has significant experience in managing and implementing technical assistance and capacity-building activities based on these standards and, where appropriate, on the results of the various monitoring exercises.

## **Article 1 – Roles and Responsibilities of the Parties**

- 1.1. The present Agreement regulates the award by the Project Promoter of a contribution to the Project Partner with a view to the implementation of specific activities of the pre-defined project entitled “**Coordinating methodical Centre for prevention and elimination of violence against women and domestic violence**” (2014/DGPROG/VC3111), registered under number DGV01001, and specified in the Project Application that was approved by the Programme Operator registered under no. 6586/2013/ORINFM a 3455/2014/ONG as amended in the version 3.0. (hereafter referred to as the “the project“), within Slovakia Program 09 Programme Area 29 “Domestic and Gender based violence”, co-financed from Norwegian Financial Mechanism 2009-2014 and the state budget of the Slovak Republic, described in Appendix I of the present Agreement.
- 1.2. The contribution is awarded to the Project Partner under the conditions stipulated in the present Agreement, made up of the clauses of the present Agreement and its appendices.
- 1.3. The Project Partner accepts the contribution and undertakes to carry out the specific project activities under its responsibility (as described in sections 3.6, 4.2.1 and 9.4 of the pre-defined project regarding the role of the Council of Europe) and hereinafter referred to as “the specific activities”) and to resort to the contribution only for the financing of the expenses related to these activities as forecast in the project’s budget to the extent specified in Appendix II.
- 1.4. The Parties agree to provide all information necessary for the good functioning of this Agreement and to apply the highest degree of transparency and accountability as well as the principles of good governance, sustainable development and gender equality.
- 1.5. The Parties shall promptly inform each other of any circumstances that interfere or threaten to interfere with the successful implementation of this Agreement. Both Parties shall immediately inform each other 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.

## **Article 2 – Implementation of the Project**

- 2.1. The implementation of the entire Project will cover the period from **10 December 2014 to 30 April 2016**.
- 2.2. The implementation of the specific activities, referred to in Article 1.3, will run from **1 March 2015 to 30 April 2016**. The Project Partner will make every possible effort to carry out the specified project activities to the extent envisaged and within the time limits indicated in this Article.

### **Article 3 – Financing of the Project**

- 3.1. The total cost of the specific activities eligible for financing by the Project Partner shall not exceed **60,000 Euros**, in accordance with the budget of the project for these activities as specified in Appendix II.
- 3.2. All expenditure shall be recorded in Euros.
- 3.3. The indirect costs applicable to the contribution to be allocated to the Project Partner are to be calculated according to the decision adopted by the Committee of Ministers of the Council of Europe (CM/Del/Dec(2013)1185/11.5E, 22 Nov 2013).
- 3.4. The Project Promoter undertakes to provide a contribution to the Project Partner for the amount of **60,000 Euros**. The total amount of the contribution will be paid within 30 days following the date of the last signature of the present Agreement and upon presentation to the Project Promoter of the request for payment (Appendix III).

### **Article 4 – Progress and Financial Reports**

- 4.1. The Project Partner shall keep the Project Promoter informed of the implementation of the project activities. To this end, the Project Partner shall submit to the Project Promoter progress (narrative) and financial reports illustrating the implementation of the project activities in accordance with the provisions of paragraph 4.2 below. These reports shall be certified by the Major Administration Entity in charge of implementing this Agreement and shall, in particular, present the results achieved, the means deployed, and a financial report certified by the Treasurer of the Council of Europe, detailing the funds received for the financing of the project and the expenditure incurred in the execution of this Agreement.
- 4.2. One single final report (progress and financial) shall be submitted to the Project Promoter with copies to the Programme Donor and Programme Operator within three months following the end of the Project and cover the entire period of the Project. The final report shall be submitted no later than **31 July 2016**.

### **Article 5 – Audit and checks**

The Contribution shall be subject to the auditing procedures laid down in the Council of Europe rules and procedures. The Project Partner will certify, through its progress reports and certified financial reports, 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 Council of Europe's financial records. The Project Partner 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 whose report is transmitted to the Committee of Ministers of the Council of Europe.

### **Article 6 – Liability**

- 6.1. The financial responsibility of the Project Promoter under this Agreement is limited to funding the amount indicated at Article 3 above. The Agreement does not provide or imply, directly or indirectly any responsibility or liability of the Project Promoter for any other claims for damages, loss or injury from a third party, which the Project Partner may sustain in con-



sequence of or arising out of the implementation of the Project and the contractual relationship and/or partnerships entered into by the Project Partner for the purpose of the Project.

- 6.2. The contribution shall be accepted by the Project Partner on the understanding that:
- a) The contribution shall be used and administered in accordance with the financial regulations and other applicable internal rules and procedures of the Council of Europe;
  - b) The Project Partner commits itself only within the limits of its mandate and competence;
  - c) Extraneous factors beyond the Project Partner's control may impede the successful implementation of the Project in question;
  - d) The Project Promoter releases the Project Partner from any liability for not returning the contribution partially or entirely, in the event of unsuccessful implementation of the Project, if the circumstances related thereto are not due to negligent performance or non-performance of its duties and the Project Partner has taken all reasonable measures, consistent with its rules, regulations, policies and procedures to seek recovery of such funds.
- 6.3. The Project Partner shall not be held responsible for the unsuccessful implementation of the Project, resulting from the fact that its personnel and/or its contractors and partners, 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 7 – Code of conduct and conflict of interest**

### Ethical standards

- 7.1. The Parties shall observe the highest ethical standards during the implementation of the Agreement, and shall ensure the application of adequate and effective means to prevent any unethical practices or/and behaviour. The Council of Europe confirms that its own relevant internal rules and regulations provide for the standards as established in this Article.<sup>1</sup>

### Gifts

- 7.2. If one of the Parties or any of its sub-contractors or staff members offer to give, or agree to offer or to give, or give to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any act in relation to this Agreement, or for showing favour or disfavour to any person in relation to this Agreement the other Party may terminate this Agreement forthwith, without prejudice to any accrued rights of the Parties under the Agreement.

### Conflict of interest

- 7.3. The Parties shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective execution of this 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 execution of the Agreement, must be notified in writing to the other Party without delay.

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<sup>1</sup>Charter on professional ethics of 15 July 2005 ; Council of Europe Purchasing Code of Ethics of 25 October 2005 ; Rule No. 1282 of 18 October 2007 on the declaration of interests in the context of procurement; Rule No. 1327 of 10 January 2011 on awareness and prevention of fraud and corruption

- 7.4. The Parties shall refrain from entering into any contractual relationship, which would compromise their independence or that of their employed personnel. If one of the Parties fails to maintain such independence, the other Party may, without prejudice to compensation for any damage, which it may have suffered on this account, terminate this Agreement forthwith, without giving formal notice thereof.

#### Professional Secrecy and Confidentiality

- 7.5. Both Parties and their employed personnel, be this 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 this Agreement. This is without prejudice to any existing obligations to disclose information to the organs of the Council of Europe, the Norwegian Ministry of Foreign Affairs, the FMO, the relevant Slovak authorities, or for auditing purposes.
- 7.6. The Parties undertake to preserve the confidentiality of reports, documents and any information exchanged in pursuance of the present Agreement.

#### **Article 8 – Termination, Suspension, Amendments**

- 8.1. Should a Party fail, without any justification, to fulfil any one of its essential obligations under the present Agreement, the other Party may terminate the present Agreement by serving a three month written notice and without being required to pay compensation.
- 8.2. In case of termination of the present Agreement pursuant to the terms of paragraphs 8.1 above, the Project Partner shall reimburse the balance of the contribution, in the amount not used for the execution of the project, nor committed for expenses from which the Project Partner cannot reasonably disengage itself.
- 8.3. Each Party may suspend the implementation of all or part of project activities specified under Appendix I with immediate effect, if circumstances (chiefly *force majeure*) make it too difficult or dangerous to continue. The suspending Party shall inform the other without delay and provide all the necessary details.
- 8.4. Each Party may request the other to suspend the implementation of all or part of the project activities specified under Appendix I, if circumstances (chiefly *force majeure*) make it impossible, difficult or dangerous to continue. Both parties shall endeavour to minimise the duration of the suspension and shall resume execution of this Agreement by exchange of letters once the conditions allow.
- 8.5. The present Agreement may be amended only by way of a written agreement between the Parties. An extension of the duration of the implementation period of the project's activities must be duly justified and submitted no later than one month before the end of it.
- 8.6. Where a modification to the specified project activities does not affect the basic purpose of the entire pre-defined project and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation (as the case may be in cumulative terms) of 15% or less of the amount originally entered (or as modified by a formal amendment) in relation to each concerned heading for eligible costs, the Project Partner may amend the budget and shall inform the Project Promoter accordingly in writing.

## **Article 9 – Publicity**

The Project Partner will acknowledge the contribution provided by the Project Promoter and the Donor of the Programme in publicity about the project.

## **Article 10 – Assignment**

The present Agreement, and all rights and obligations attached thereto, may not be assigned to a third party without the prior agreement of the Parties to the Agreement.

## **Article 11 – Public Procurement**

Any procurement of goods or services in relation with the implementation of the specific activities shall follow the applicable procurement rules of the Council of Europe.

## **Article 12 – Ownership and intellectual property rights**

- 12.1. Unless otherwise agreed by the Parties in writing, the Council of Europe and the Project Promoter shall share the ownership, title, industrial and intellectual property rights of the results of the project activities.
- 12.2. The Parties hereby contribution to each other a worldwide, perpetual, non-exclusive and royalty free licence to use such rights for any purpose directly connected with the Project or with the Council of Europe activities.
- 12.3. Save as provided in paragraphs 12.1 and 12.2 above, this Agreement shall not vest in either party any rights over the other party's ownership, title, industrial and intellectual property rights.

## **Article 13 – General provisions**

- 13.1. The Appendices shall form an integral part of the Agreement. Where there are discrepancies or conflicts between or among this Agreement and its Appendices, the document to prevail shall be the Agreement.
- 13.2. Nothing in or relating to this Agreement shall be deemed a waiver of any of the privileges and immunities enjoyed by the Council of Europe and its staff.

## **Article 14 – Dispute settlement**

The Parties shall seek to settle amicably any differences or disputes arising from or relating to the implementation of this Agreement and shall not have recourse to any judicial proceedings.

## **Article 15 – Contact addresses**

Any communication made in the framework of the present Agreement must be in writing, state the number and the title of the project and be sent to the following addresses:

For the Project Promoter: Mrs Ol'ga Pietruchová  
Director of the Department of the Gender Equality and Equal Opportunities  
Ministry of Labour, Social Affairs and Family of the Slovak Republic  
Špitálska 4  
810 00 Bratislava  
Slovakia

For the Project Partner: Mr Matthew Barr  
(contractual issues) Head of Resource Mobilisation and Donor Relations Division  
Office of the Directorate General of Programmes  
Council of Europe  
F-67075 Strasbourg CEDEX

For the Project Partner: Ms Taina Riski  
(operational issues) Programme Advisor  
Trafficking in Human Beings and  
Violence against Women Division  
DG II - Directorate General of Democracy  
Council of Europe  
F-67075 Strasbourg CEDEX

#### Article 16 – Language

All communication between the Parties shall take place in English.

Two originals of the text of this Agreement, written in the English language, have been signed.

Bratislava, 31 March 2015

Strasbourg, 13 March 2015

For the Ministry of Labour, Social Affairs and Family  
of the Slovak Republic

  
\_\_\_\_\_  
Ján Richter  
Minister

For the Council of Europe

  
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Gabriella Battaini-Dragnoni  
Deputy Secretary General

*Appendix I: Project description*

*Appendix II: Budget CoE specific activities*

*Appendix III: Request for payment*