

PROJECT CONTRACT No. 1253/2014

to implement a project  
under the programme

**Domestic and Gender-based Violence**

co-financed

from the Norwegian Financial Mechanism and the state budget of the Slovak Republic



**Article 1. PARTIES****1.1. Programme Operator**

Name: Government Office of the Slovak Republic  
Address: Námestie slobody 1, 813 70 Bratislava  
Legal form: government organisation  
IČO (Entity Identification Number): 00151513  
DIČ (Tax Identification Number) 2020845057  
Statutory representative: Ing. Ján Krak, General director of the Bilateral Fincancial Instruments Department of the Government Office of the Slovak Republic, authorized by the head of the Governement Office of the Slovak republic under the Power of Attorney no. 12/PL/1/2014 dated June 11, 2014

and

**1.2. Project Promoter:**

Name: Ministry of Labour, Social Affairs and Family of the Slovak Republic  
Address: Špitálska 4, 816 43 Bratislava  
Legal form: Government Organization  
IČO (Entity Identification Number): 00681156  
Statutory representative: JUDr. Ján Richter, Minister

**Article 2. PREAMBLE**

- 2.1. The Parties conclude this **Contract** pursuant to the provision of §269(2) of Act No. 513/1991 Coll., Commercial Code, as amended, and pursuant to the following international agreements:
- 2.1.1. Memorandum of Understanding on the Implementation of the Norwegian Financial Mechanism 2009-2014 (hereinafter referred to as the "**Memorandum**") concluded between the Slovak Republic and the Kingdom of Norway on 26 October 2010, as amended, pursuant to which the Government Office of the Slovak Republic serves as a **National Focal Point** and performs the tasks and duties of a **Programme Operator** for the programme "*Domestic and Gender-based Violence*" (hereinafter referred to as the "**Programme**");
- 2.1.2. Programme Agreement, concluded between the Norwegian Ministry of Foreign Affairs and the Government Office of the Slovak Republic as the National Focal Point, on the financing of the Domestic and Gender-based Violence Programme of 6 November 2012 (hereinafter referred to as the "**Programme Agreement**") laying down the amount of the financial contribution for the **Programme** under the Norwegian Financial Mechanism 2009-2014 (hereinafter referred to as the "**NFM**") and the rate of co-financing from the state budget of the Slovak Republic, as well as the rights, obligations and liabilities of the Parties during the implementation of the **Programme**.
- 2.2. In addition to international agreements and generally binding laws and regulations of the Slovak Republic and the European Union legislation (hereinafter referred to as "**Slovak and EU legislation**"), the implementation of projects under a programme financed from the **NFM** is also governed by regulations issued by the Norwegian Ministry of Foreign Affairs (hereinafter referred to as the "**NMFA**") in accordance with the Agreement between the Kingdom of Norway and the European Union on the Norwegian Financial Mechanism for 2009-2014 and regulations issued by the **National Focal Point** or a **Certifying Authority** in compliance with materials approved by the Slovak government. Sets of these regulations constitute the **NFM Legal Framework** and **Implementation Rules**. These regulations do not

have the nature of generally binding regulations, however, the **Project Promoter** has undertaken to comply with them, by signing this **Contract**.

- 2.3. The Parties enter into this **Contract** based on a project application registered under No. 6586/2013/ORINFM and 3455/2014/ONG version 3.0, (hereinafter referred to as the "**Project application**") submitted by the **Project Promoter** under a call for project applications dated May 27, 2014 (hereinafter referred to as the "**Call**"); following its approval by the **Programme Operator**, the **Project Promoter** accepted its offer for the provision of a **project grant** to implement a project entitled "Coordinating methodical centre for gender-based and domestic violence", assigned the following reference number DGV01001 (hereinafter referred to as the "**Project**", under the terms and conditions stipulated in this **Contract**.
- 2.4. There is no legal entitlement to the provision of the **Project Grant** to implement the **Project**. Any performance provided under this **Contract** to the **Project Promoter** is not offset against any counter-value delivered by the **Project Promoter** to the **Programme Operator**.
- 2.5. This **Contract** is governed and is concluded under the laws of the Slovak Republic. The Parties have agreed that their mutual relations are governed by the laws of the Slovak Republic. This **Contract** should also be interpreted taking into account, and in connection with, the **NFM Legal Framework** and the **Implementation Rules**.
- 2.6. The content of this **Contract** is based on the information provided by, through or on behalf of the **Project Promoter** in writing to the **Programme Operator**, or other persons appointed by the **Programme Operator**, prior to the signing of this **Contract**, namely in the **Project Application**, and during the evaluation of the **Project**. If a finding is made that this **Contract** is based on misrepresented, inaccurate, incomplete or untrue information provided by the **Project Promoter**, irrespective of the reason, time and intentionality of its provision, the **Parties** have agreed that the **Programme Operator** is entitled to withdraw from this **Contract** and the **Project Promoter** undertakes to return the full amount of the already received **Project Grant**.

### **Article 3. DEFINITIONS**

- 3.1. The terms used in this **Contract** are defined in Article 1 of the General Conditions of Contract and/or in the **NFM Legal Framework** and/or in the **Implementation Rules**. In case a term in the **Contract** is defined otherwise than in the **NFM Legal Framework** or in the **Implementation Rules**, for the purposes of this **Contract** it shall be interpreted according to the definition contained in the **Contract**.
- 3.2. This Project Contract, excluding annexes, is referred to as the "**Project Contract**" throughout the text below and in annexes. The following annexes constitute an integral part of the **Project Contract** and should be interpreted in conjunction with the provisions of the **Project Contract**:
  - 3.2.1. Annex 1 Offer by the Programme Operator to provide **Project Grant**, referred to as the "**Grant Offer Letter**" throughout the text ;
  - 3.2.2. Annex 2 General Conditions of Contract, referred to as the "**General Conditions of Contract**" or "**GCC**" throughout the text ;

The **Project Contract**, including all its annexes, is referred to as the "**Contract**" throughout the text.

### **Article 4. PURPOSE OF THE CONTRACT**

The purpose of this **Contract** is to ensure that the **Project Promoter** implements the **Project** to be co-financed, under the terms and conditions of this **Contract**, by the **Programme Operator** from the **NFM** and the state budget of the Slovak Republic. The **Project** will contribute to achieving the overall objective of the **Programme** and its outcomes defined in the **Programme Agreement**, as well as to achieving the **NFM** overall objectives as defined in Article 1.2 of the **Regulation on the implementation of the Norwegian Financial Mechanism 2009 – 2014** adopted by the NMFA on 11 February 2011, as amended (hereinafter referred to as the "**Regulation**").

### **Article 5. SUBJECT-MATTER OF THE CONTRACT**

- 5.1. The subject-matter of this **Contract** is to stipulate the rights and obligations of the Parties and define the terms and conditions for the provision of the **Project Grant** by the **Programme Operator** to the **Project Promoter** in order to ensure the implementation of the **Project**.
- 5.2. The **Programme Operator** undertakes to co-finance the implementation of the **Project** and provide to the **Project Promoter** the **Project Grant** in the scope, manner and under the terms and conditions stipulated in this **Contract**, the **NFM Legal Framework**, the **Implementation Rules** and in accordance with the **Slovak and EU legislation**; the **Project Promoter** undertakes to ensure the implementation of the **Project**, **Project co-financing** and to maintain the **Project Outputs** with the aim of ensuring the maximum possible benefits for **Project** target groups throughout the **Project Sustainability Period** and to accept, for that purpose, the **Project Grant** in the scope, manner and under the terms and conditions stipulated in this **Contract**, the **NFM Legal Framework**, the **Implementation Rules** and in accordance with the **Slovak and EU legislation**

#### **Article 6. SPECIFICATION OF THE PROJECT AND PROJECT PARTNERS**

- 6.1. **The Project Promoter** undertakes to ensure that the **Project** achieves the **Project Objective** pursuant to Article 1.3.4. of the **Grant Offer Letter**, the **Project Outcomes and Project Outputs** pursuant to Article 2.9 and 2.10 of the **Grant Offer Letter** and all target values of the indicators defined pursuant to Article 3 of the **Grant Offer Letter**, as well as all target values of specific indicators as stipulated in Article 5.1 of the **Grant Offer Letter**, in accordance with the project implementation schedule pursuant to Article 4 of the **Grant Offer Letter**.
- 6.2. An itemised **Project budget** is specified in Article 2.8 of the **Grant Offer Letter**. The detailed **Project Budget**, including unit prices, as well as other detailed information about the **Project**, in particular a way of its implementation and maintaining the **Project Outputs**, which is not stipulated in this **Contract**, is stipulated in the current version of the **Project Application** registered by the **Programme Operator**.
- 6.3. The **Project Promoter** undertakes to implement the **Project** in cooperation with partners as specified in Article 1.4 of the **Grant Offer Letter** (hereinafter referred to as the "**Partner**"). Pursuant to Article 6.8 of the **Regulation** and Article 3.3 of the **Programme Agreement**, the relations between the **Project Promoter** and each **Partner** are governed by a separate agreement – the Partnership agreement. The Project Promoter shall provide the Programme Operator with a valid and effective Partnership agreement/agreements concluded with the partners as specified in paragraph 1.4 of the Grant Offer Letter in accordance with Article 6.8.2 of the Regulation, within a period not later than 2 calendar months from the entry into force of this Agreement (hereinafter referred to as the "Partnership Agreement"). The Partnership agreement particularly governs the rights and obligations of each **Partner** with respect to the implementation of the **Project** (including its responsibilities) and maximum amount of the **project grant** which the **Project Promoter** is entitled to transfer to each **Partner** for the implementation of **project outputs**.
- 6.4. The **Project Promoter** undertakes to ensure:
  - 6.4.1. the implementation of the **Project** in compliance with the **Partnership Agreement**;
  - 6.4.2. the transfer of the **project grant** to the account of each **Partner**, specified in the **Partnership Agreement after the entry of its into force**, in the amount pursuant to Article 4.2 of the **Grant Offer Letter** and, subsequently, pursuant to approved **interim project reports**, within fifteen (15) calendar days from the day each advance payment and/or reimbursement payment has been credited to the **project account**; the maximum amount of the **project grant** transferred to each **Partner** shall not exceed the amount of the **project grant** allocated to each **Partner** pursuant to Article 2.4 of the **Grant Offer Letter**;
  - 6.4.3. the reporting of **eligible expenditures** incurred by each **Partner** in an **interim project report** in accordance with the **Partnership Agreement** and this **Contract**;
  - 6.4.4. that each **Partner** exclusively uses the **project grant** for the implementation of the **project outputs** in accordance with the **Partnership Agreement**, the **EEA FM/NFM Legal Framework** and the **Implementation Rules**.

- 6.5. The **Project Promoter** shall ensure that the contractual relationship established under the **Partnership Agreement** and its implementation complies, throughout the effective period of this **Contract**, with the applicable national and EU legislation on public procurement and Article 7.16 of the **Regulation**.
- 6.6. The Parties have agreed that any amendment to the **Partnership Agreement** must be submitted by the **Project Promoter** to the **Programme Operator** in advance. Where the text of the **Partnership Agreement** prescribed by the **Programme Operator** or the provisions of the Partnership Agreement under Article 6.8.2. of the Regulation have been changed, the change shall not enter into force before the day following the day on which an amendment to this **Contract**, which changes the reference to the **Partnership Agreement**, is published in the Central Register of Contracts. Any other changes to the **Partnership Agreement** must be notified by the **Project Promoter** to the **Programme Operator** not later than 5 working days prior to their planned effective date.
- 6.7. The eligibility of expenditures incurred by the **Partner** is subject to the same limitations as would apply if the expenditures were incurred by the **Project Promoter**.
- 6.8. In relation to the **Programme Operator**, the **Project Promoter** shall ensure and be fully liable for the coordination, material and time management of the **Project** implemented in partnership, including those parts of the **Project** for which the **Partner** is responsible under the **Partnership Agreement**, for the compliance with the **Project Budget**, for achieving the **Project Outcomes and Project Outputs** and target values of indicators, for the transfer of a respective portion of the **Project Grant** to each **Partner**, for the reporting of **Eligible Expenditures** incurred by each **Partner**, and for the due and timely meeting of the obligations of each **Partner** arising under the **Partnership Agreement**, this **Contract** or in connection with this **Contract**. The foregoing is without prejudice to the liability of individual **Partners** towards the **Project Promoter** or towards other **Partners** in accordance with the **Partnership Agreement**.
- 6.9. If the **Project Promoter** is in default with the performance of the obligations under this article, the **Project Promoter** shall return the full amount of the **Project Grant** already received, or portion thereof, pursuant to Article 13.5 of the **GCC**.

#### **Article 7. TOTAL ELIGIBLE EXPENDITURE, PROJECT GRANT AND PROJECT CO-FINANCING**

- 7.1. The maximum amount of the **Total Eligible Expenditures** of the **Project** is specified in Article 2.1.1 of the **Grant Offer Letter**.
- 7.2. Under the terms and conditions stipulated in this **Contract**, the **NFM Legal Framework** and the **Implementation Rules**, the **Programme Operator** shall provide to the **Project Promoter** the **Project Grant** in the maximum amount specified in Article 2.1.2 of the **Grant Offer Letter**.
- 7.3. The maximum amount of the **Project Grant** for the **Project Promoter** and the maximum amount of the **Project Grant** for each **Partner** are specified in Article 2.4 of the **Grant Offer Letter**. The maximum amount of the **Project Grant** is calculated from the **Total Eligible Expenditures** using the grant rate referred to in Article 2.5 of the **Grant Offer Letter**.
- 7.4. Not applicable
- 7.5. The **Project Promoter** undertakes to ensure the **Project Co-financing** in the amount pursuant to Article 2.1.5 of the **Grant Offer Letter**; The **Project Promoter** shall ensure that a corresponding share of the **Project Co-financing** will be transferred pursuant to Article 3.5.1 of the **GCC** to the **Project Account** for each advance payment provided by the **Programme Operator**.
- 7.6. If the amount of the **Total Eligible Expenditures** of the **Project** changes due to, in particular, but not limited to, the **Financial Correction** determined pursuant to Article 13.2 of the **GCC**, the grant rate referred to in Article 2.5 of the **Grant Offer Letter** shall remain unchanged.
- 7.7. The final amount of the **Project Grant** provided for the implementation of the **Project** will be determined on the basis of the **Actually Incurred Eligible Expenditures** of the **Project Promoter**; however, the maximum grant rate specified in Article 2.5 of the **Grant Offer Letter** shall not be, in any case, exceeded.
- 7.8. The **Project Promoter** takes note of the fact that the provisions of this article are without prejudice to the right of the **Programme Operator** or other **Authorised Entity** to determine a **Financial Correction**

pursuant to Article 13.2 of the GCC by which the maximum amount of the **Total Eligible Expenditures** of the **Project** will be reduced.

#### **Article 8. PROJECT IMPLEMENTATION PERIOD AND PERIOD OF ELIGIBILITY OF EXPENDITURE**

- 8.1. The day of commencement of the implementation of the **Project** is identical with the effective date of this **Contract**, unless a different date has been set in Article 1.3.6 of the **Grant Offer Letter**.
- 8.2. The planned completion date of the **Project** is specified in Article 1.3.7 of the **Grant Offer Letter**.
- 8.3. The **Project Promoter** is only entitled to implement the **Project** using the **Project Grant** throughout the period that commences on the day as specified in Article 8.1 above and ends not later than within one year after the planned completion date of the **Project** as specified in Article 8.2 above, or that ends on 30 April 2016, whichever comes first, (hereinafter referred to as the "**Period of Eligibility of Expenditures**"); any **Material Implementation of Expenditure** as well as any **Financial Implementation of Expenditure** must start and end (i.e., the expenditure must be made/paid) within the **Period of Eligibility of Expenditures**.
- 8.4. Any expenditures with respect to which the **Material Implementation of Expenditure** ended, and a related accounting document was issued, in the last month of the **Period of Eligibility of Expenditures**, may be considered by the **Programme Operator**, provided that the **Financial Implementation of Expenditures** ended within 30 days of the last day of the **Period of Eligibility of Expenditures**, as having been implemented within the **Period of Eligibility of Expenditures**.
- 8.5. The **Period of Eligibility of Expenditures** is identical with the **Project Implementation Period**, unless otherwise specified in this **Contract**. If the **Period of Eligibility of Expenditures** has been extended, the **Project Implementation Period** is extended accordingly; this extension is considered the **Essential Change** in the **Project**.

#### **Article 9. PROJECT COMPLETION AND PROJECT SUSTAINABILITY PERIOD**

- 9.1. The **Project Promoter** undertakes to complete the **Project** properly and in due time . The **Project** is considered to be completed properly and in due time if all required **Project Outcomes, Project Outputs** and their respective indicators have been achieved and met by the last day of the **Project Implementation Period**, the **Project Promoter** has submitted to the **Programme Operator** a completed **Final Project Report** within 30 working days of the **Final Project Report** having been made available by the **Programme Operator**, the **Programme Operator** has approved the **Final Project Report** and the Parties have settled all their liabilities, including financial and other legal claims of the Parties, arising under this **Contract** and generally binding laws and regulations of the Slovak Republic.
- 9.2. If the **Project** has not been completed by the last day of the **Period of Eligibility of Expenditures**, the **Project Promoter** undertakes to complete the **Project** using its **Own Additional Funds** within a reasonable period set out by the **Programme Operator**. Where the **Project Promoter** is in default with its obligation to complete the **Project** using its **Own Additional Funds** within the specified period, the **Programme Operator** becomes entitled to the return of the full amount of the **project grant** already provided, or portion thereof, in accordance with a decision by the **NMFA** pursuant to Article 7.14.6 of the **Regulation**.
- 9.3. The **Programme Operator** is also entitled to terminate the **Project** prior to its completion date, i.e., an early termination, even without approving the **Final Project Report**, due to, in particular, but not limited to, the occurrence of an **Irregularity** or **Suspicion of Irregularity**, if the **Project Promoter** cannot continue the implementation of the **Project** and/or the **Project Promoter** cannot be provided with the **Project Grant** pursuant to this **Contract**, the **NFM Legal Framework** or the **Implementation Rules**.
- 9.4. In the case of an early termination of the **Project** pursuant to Article 9.3 above, if the **Project Promoter** has not become obliged to return the full amount of the **Project Grant** already provided, the **Programme Operator** reserves the right to specify the commencement and end of the **Project Sustainability Period**, taking in particular into account the amount of the provided **Project Grant** and

the **Project** objective. The termination of the **Project** means that the **Project Implementation Period** has ended as well.

- 9.5. The **Project Sustainability Period** commences on the day when the **Final Project Report** is approved by the **Programme Operator** and lasts throughout the period specified in Article 6.1.1 of the **Grant Offer Letter**.
- 9.6. The **Project Promoter** shall maintain the **Project Outputs** and comply with the conditions stipulated in Article 6.1.2 of the **Grant Offer Letter** throughout the **Project Sustainability Period**. In the case of a failure, or if in default with meeting this requirement, the **Project Promoter** shall return the full amount of the **Project Grant** already received, or portion thereof, pursuant to Article 13.5 of the **GCC**.

#### **Article 10. ELIGIBLE EXPENDITURE**

- 10.1. The Parties have agreed that the **Project Grant** can only be used pursuant to this **Contract** to cover the actually incurred, justified and duly demonstrated Eligible expenditures that were properly declared by the **Project Promoter** and, subsequently, approved by the **Programme Operator** in the **Interim Project Report** or **Final Project Report**.
- 10.2. Eligible expenditures for the Project are considered expenditures (costs) under Chapter 7 of the Regulation and Article. 11 of the Project Agreement that:
- 10.2.1. are indicated in the **Project Application** which was approved by the **Programme Operator** or amended pursuant to this **Contract**;
- 10.2.2. have incurred and are considered eligible under the **NFM Legal Framework**, in particular Article 7.2. of the **Regulation**, the **Implementation Rules**, and this **Project Contract**;
- 10.2.3. have incurred during the **period of eligibility of expenditure** in accordance with the legislation of the Slovak Republic and the EU, respectively with the legislation of the **Partner's country** where the project is implemented in partnership, and in accordance with the conditions set out in this **Project contract**.
- 10.3. The Project Promoter takes note of the fact that the approval of the Project Interim Report and Final Project Report by the Programme Operator is without prejudice to the right of the Programme Operator or other Authorised Entity to proceed according to Article 13 of the GCC if any Irregularity and/or Suspicion of irregularity occur in the Project.
- 10.4. The **Programme Operator** shall assess the eligibility of the **Declared Expenditures** pursuant to this **Contract**, the **NFM Legal Framework**, the **Implementation Rules** and the national and EU legislation and reserves the right to decide whether a **declared expenditure** meet the criteria pursuant to Article 10.2 above.
- 10.5. The **Project Promoter** shall at any time throughout the validity and effect of this **Contract** demonstrate the eligibility of an expenditure covered from the **project grant** pursuant to this **Contract**, the **NFM Legal Framework**, the **Implementation Rules** and the national and EU legislation.
- 10.6. If the **Project Promoter**, or **Partner**, is a VAT payer pursuant to Act No.. 222/2004 Coll. on value-added tax, as amended, VAT is not considered an eligible expenditure, therefore, the **Project Promoter**, or **Partner**, is only entitled to use the **Project Grant** to pay for the expenditure in an amount net of VAT. If the **Project Promoter**, or **Partner**, changes its status from a VAT payer to a person that is not a VAT payer, the amount of the **project grant** for the **Project Promoter**, or of the **project grant** for the **Partner**, as specified in Article 7.3 of the **Project Contract**, shall remain unchanged. If the **Project Promoter**, or **Partner**, changes its status from a person that is not a VAT payer to a VAT payer throughout the **Period of Eligibility of Expenditures**, the maximum amount of the **Project Grant**, as specified in Article 7.3 of the **Project Contract**, shall be reduced by a VAT rate applicable at the time when the change occurred.

#### **Article 11. SPECIAL RULES FOR THE ELIGIBILITY OF EXPENDITURE**

- 11.1. The maximum amount of indirect costs (the Article 7.4 of the **Regulation**) is set out in Article 5.7.1. of the **Grant Offer Letter**. More specific rules on eligibility of expenditure are provided for in sections 2.2 and 5.1. of the **Grant Offer Letter**..

**Article 12. STATE AID**

Not applicable

**Article 13. SPECIAL PROVISIONS**

- 13.1. The Parties have agreed that:

- 13.1.1. Articles 4.2., 4.3., 4.4., 4.5., 4.6. **of the GCC** shall not be applied;
- 13.1.2. the **Project Promoter** shall become entitled to the reimbursement of retained amounts (final payment) pursuant to Article 5.4.2 of the **GCC** only after having complied with the obligations pursuant to Article 5.4 of the **Grant Offer Letter**,
- 13.1.3. unless the context requires a different purpose, any reference in the **Contract** to any document means the document in the wording of amendments and other changes thereto and any reference to any legislation means the relevant legislation as amended (including recasts). This provision shall not affect the interpretation of the terms defined in the **GCC** in line with Article 3.1 of the **Project Contract**.

**Article 14. SECURING OF OBLIGATIONS**

Not applicable

**Article 15. VALIDITY AND EFFECT OF THE CONTRACT**

- 15.1. This **Contract** becomes valid on the day of its signing by both Parties.
- 15.2. Pursuant to §5a(1) of Act No. 211/2000 Coll. on free access to information and on amendments to certain acts (the Freedom of Information Act), this **Contract** is a contract whose publication is mandatory, and takes effect on the day following the day on which it is published in the Central Register of Contracts.
- 15.3. This **Contract** has been concluded for a definite period of time and its validity and effect shall end either on the day of expiry of the **Project Sustainability Period** or on the day of the fifth anniversary of the approval of the final programme report by the **NMFA**, whichever is later. The **Programme Operator** shall publish the date of approval of the final programme report by the **NMFA** on its website.

**Article 16. AMENDMENTS TO THE CONTRACT**

- 16.1. This **Contract** may only be amended by way of mutual agreement of both Parties, and any amendments must be made in the form of a written and numbered amendment to the **Contract**, unless otherwise specified in the **Contract**.
- 16.2. The Parties shall discuss any proposals to amend the content of this Contract not later than 30 working days of the receipt of a written proposal for amendment.
- 16.3. Contracting Parties shall follow always the current version of documents constituting the NFM Legal Framework and Implementation Rules.
- 16.4. The Parties have agreed and consented that, where changes are made in the documents constituting the **NFM Legal Framework** and/or **Implementation Rules** or where new documents are issued, the **Programme Operator** shall publish the new wording of such documents and/or new documents at its website at [www.eeagrants.sk](http://www.eeagrants.sk). In particular, a **Project Promoter**'s conclusive expression of will



consisting of the performance of actual or legal actions by which it continues the contractual relationship is considered the **Project Promoter's** statement of consent and will to be bound by an amended or new document. Such actions especially involve the submission of **Interim Project Reports**, receipt of a **Project Grant** payment, etc. As of that moment, the Parties shall be governed by and proceed in compliance with the amended documents.

16.5. The Parties have agreed that no amendment to the **Contract** is necessary in the case of a change in the contact information included in Article 1 of the **Project Contract and in Article 1.1. and 1.2 of the Grant Offer Letter** unless it results in a change of the **Project Promoter** entity. This provision shall be without prejudice to the obligations of the **Project Promoter** pursuant to Article 7.2.2 of the **GCC**.

16.6. Any provision of this **Contract** that becomes invalid as a consequence of its conflict with the applicable laws of the Slovak Republic, the **NFM Legal Framework** or the **Implementation Rules** shall not prejudice to the validity of the **Contract** in its entirety. In that case, the Parties undertake to immediately replace, by way of mutual negotiations, the invalid provision with a new, valid provision that is not in conflict with the law so that the content, intent and purpose pursued by the **Contract** and the provision being replaced are preserved.

**Article 17. FINAL PROVISIONS**

17.1. Any rights and obligations under this **Contract** are also transferred on legal successors of the Parties.

17.2. Any disputes arising under this **Contract** shall preferably be resolved through an amicable settlement. Where no amicable settlement can be achieved, the Parties shall submit their dispute to a competent court in the Slovak Republic.

17.3. This **Contract** has been executed in seven counterparts; two counterparts for the **Project Promoter** and five counterparts for the Programme Operator.

17.4. All documents of the **Project Promoter** submitted to the **Programme Operator** must be undersigned by its statutory representative and translated into the English language, where necessary. The **Project Promoter** shall be liable for the accuracy of the translations provided, as well as for any consequences arising from inaccurate translation.

17.5. Not later than upon the submission of the first official document, the **Project Promoter** shall provide a notarised specimen signature of its statutory representative. If the statutory representative is replaced, the **Project Promoter** shall provide the **Programme Operator** with a specimen signature of a new statutory representative without delay, however, not later than within 5 working days of the effective day of that replacement.

17.6. The Parties represent that their will expressed in this **Contract** is free and serious, that they have duly read the text of this **Contract** and understood its content, that they do not enter into this **Contract** under duress and noticeably unfavourable conditions, and that their freedom to enter into contracts is not otherwise restricted. In witness of their will to be bound by this **Contract**, the Parties have attached their signatures hereunto.

Annexes to the **Project Contract**:

Annex 1 Offer by the Programme Operator to provide Project Grant,

Annex 2 General Conditions of Contract

In Bratislava on ..... In .....on.....

.....  
**Government Office of the Slovak Republic**

.....  
**Name of legal person**

represented by

head of the Government Office  
of the Slovak Republic

represented by

Name and surname of the statutory representative

position