



## **Partnership Agreement for the Project "How do the Danes do it? Building the Polish – Danish partnership to encourage social initiatives in Sokołowsko"**

Partnership Agreement for the Project "How do the Danes do it? Building the Polish – Danish partnership to encourage social initiatives in Sokołowsko" within the Transboundary Partnership Programme implemented by the Eastern European Democratic Centre with financial support given by Norway in the Norwegian Financial Mechanism and the Polish Ministry of Foreign Affairs, hereinafter referred to as "the Agreement", signed on 21/05/2010 between:

### **Towarzystwo Rozwoju Sokołowska**

Established in Sokołowsko, ul. Osiedle 3

Represented by Zbigniew Kolanko, the chairman of the board hereinafter referred to as "the Leader of the Partnership" and

### **Fritidsborger.dk**

Established in Asnæs, 2007 March 10<sup>th</sup>. Address: c/o President Allan Slimak Haslund, Vestervangen 32, 4550 Asnæs, DK-Denmark.

Represented by Allan Slimak Haslund and hereinafter referred to as "the Partner"

### **§1**

#### **Scope of the Agreement**

1. Bothe parts agree that the partnership was created to implement the Project, which's description is provided in the grant application number PPT/3/2009/D/07.
2. The Agreement sets out the rules of the Partnership, the rules of cooperation between the Leader and the Partner while implementing the Project referred to in section 1.
3. Duration of the Project is consistent with the period indicated in the application and concerns the implementation of all the tasks within the Project.

### **§2**

#### **Liability of Partners**

The contracting parties are responsible for proper implementation of the Project grant agreement to be signed by the Leader of the Partnership with the Eastern European Democratic Center.

### **§3**

#### **Leaders Responsibilities**

1. The contracting parties state that Towarzystwo Rozwoju Sokołowska as the Leader of the Partnership is responsible for:
  - 1) representing the Partner in front of the Eastern European Democratic Center;
  - 2) coordinating (including monitoring and supervision) the proper implementation of the Partners tasks within the Project;
  - 3) ensuring Partners participation in decision-making and implementing of the tasks under the terms of this Agreement;
  - 4) supporting the Partner in the implementation of the tasks;
  - 5) ensuring an efficient system of communication with the Partner and with the Eastern European Democratic Center;



Ministerstwo Spraw Zagranicznych  
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Projekt dofinansowany w ramach Programu Partnerstwa Transgranicznego realizowanego przez Wschodnioeuropejskie Centrum Demokratyczne przy wsparciu finansowym udzielonym przez Norwegię ze środków Norweskiego Mechanizmu Finansowego oraz Ministerstwo Spraw Zagranicznych RP



- 6) ensuring the correctness of financial operations;
  - 7) creating, collecting and archiving of documentation related to the implementation of the tasks of the Partnership;
  - 8) submitting Requests for Payment to account for the Projects expenditures and to receive funds to implement the tasks of the Leader and the Partner;
  - 9) informing the Eastern European Democratic Center about problems in the implementation of the Project;
  - 10) coordinating the activities of the Partners for the dissemination of information about the project and its goals.
2. Partner authorizes the Leader to represent the Partnership in front of third parties in all activities related to the implementation of the Project including the signing on his behalf the Project agreement with the Eastern European Democratic Center.
  3. Leader of the Partnership shall not, without the prior consent of the Partner, accept or submit proposals for changing the scope of the Project or the conditions of its implementation.

#### § 4.

#### The scope of the Partners' tasks

1. Parties agree to the following division of tasks between the Partners:

*Towarzystwo Rozwoju Sokołowska* is responsible for the following tasks within the Project:

- a) project management (with the Partner);
- b) organising a meeting between representatives of the both organizations and organising a presentation of the Danish organisation during the festival in Sokołowsko;
- c) creating and updating a website (with the Partner);
- d) organizing a three-week stay of the two trainees in Sokołowsko;
- e) recruiting 4 representatives of the organization for a study visit in Denmark (Høstfest);
- f) promoting the Project (with the Partner);
- g) accounting of the Project;
- h) evaluation of the Project (with the Partner).

*Fritidsborger.dk* is responsible for the following tasks within the Project:

- a) project management (with the Leader);
- b) delegating the organizations representatives for a meeting between the both organizations and preparing a presentation of the Danish organisation during the festival in Sokołowsko;
- c) updating the website and encouraging the members to contribute actively by writing of articles (with the Leader);
- d) recruiting two trainees for a three-week stay in Sokołowsko;
- e) organizing a study visit in Denmark (Høstfest) for the 4 representatives of Towarzystwo Rozwoju Sokołowska;
- f) promoting the Project (with the Leader);
- g) evaluation of the Project (with the Leader).



Ministerstwo Spraw Zagranicznych  
Rzeczypospolitej Polskiej



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2. Both the Leader and the Partner of the Partnership perform their tasks personally.
3. Changes in the division of the tasks, or in the field of the way to implement the tasks require the written consent of the Partner.

#### § 5.

#### **Responsibilities of the Partners**

1. The Leader and the Partner are obliged to :
  - 1) the active participation and cooperation within the Partnership to the implementation of the Project referred to in § 1. section 1;
  - 2) informing to obtain approval of the Leader of the Partnership for the planned changes in the tasks of the Partner within the Project;
  - 3) using approved way of flow of information and communication between the both Partners;
  - 4) providing information and explanation of the tasks within the Project on time which will allow the Leader fulfill his reporting obligations to the Eastern European Democratic Center;
  - 5) informing immediately about the problems and obstacles in the implementation of the tasks, including the risk of stopping the implementation of the tasks;
  - 6) undergoing an inspection of the proper implementation of the tasks within the Project by the Leader, the Eastern European Democratic Centre and other entities authorized to inspection;
  - 7) informing all the participants about the origin of the funds for implementation of the Projects tasks;
  - 8) using funders logos on every promotion, information and educational material used for implementing Projects tasks regarding to the rules set in this Agreement;
  - 9) using information materials and document patterns created by the Leader.

#### § 6.

#### **Partnerships staff**

1. The contracting parties ensure the implementation of the tasks by the personnel with appropriate qualifications. Changing the staff requires written consent of the parties of the Partnership.
2. Persons responsible for coordinating the tasks within the Project are:  
from Towarzystwa Rozwoju Sokołowska: Kinga Sokołowska,  
from Fritidsborger.dk: Søren Jørgensen.

#### § 7.

#### **Inner organization of the Partnership**

1. The contracting parties accept the following flow of information and communication within the Partnership:
  - 1) a regular contact between the coordinators (e-mails, phone calls, meetings);
  - 2) a current exchange of the information relevant for the implementation of the Project on the Partnership level.
2. The contracting parties accept the following methods to assess the implementation of the Project:
  - 1) evaluation of the Project will be conducted by the Project Leader on the basis of evaluation meetings with



Ministerstwo Spraw Zagranicznych  
Rzeczypospolitej Polskiej



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the Partner, surveys of participants and analysis of the reports.

- 2) The Partner will have the possibility of providing his comments on the evaluation of the Project at any stage.

#### § 8.

##### **Financial issues**

1. Detailed budget for Project is attached to the Agreement.
2. The Leader is obliged to manage the budget of the Project and to contribute financially to the Project with a sum defined in the budget.
3. The Partner is obliged to cover the travel costs for trainees, and the costs of the stay of the Polish delegation in Denmark.
4. While expending the funds within the Project both parties shall apply the current guidelines for eligibility and documentation of expenditures from the Eastern European Democratic Center.

#### § 9.

##### **Information responsibilities**

1. The Leader provides the partner with the current logos to mark the Project.
2. The Partner is obliged to use the current logos on all the documents regarding the Project, including: promotion materials, information materials, training and educational materials regarding the tasks implemented within the Project.
3. The Partner declares that while implementing the Projects tasks he is obliged to comply with the rules of informing about and marking the Project:
  - a) informing the participants of the Project about the financial support given by Norway through the Norwegian Financial Mechanism and the Polish Ministry of Foreign Affairs,
  - b) informing the cooperating institutions and the society about the financial support given by Norway through the Norwegian Financial Mechanism and the Polish Ministry of Foreign Affairs.
4. The Partner is obliged to use information materials and document patterns created by the Partnerships Leader.

#### § 10.

##### **Civil liability of the Partners**

1. The contracting parties agree that they can not claim a right to compensation for damages incurred by the parties or their personnel caused by activities related to the implementation of the Agreement, except for damage caused by the deliberate fault.
2. The contracting parties assume responsibility to third parties for all activities related to implementation of the tasks entrusted to them, including liability for losses incurred by them in the implementation of tasks or in connection with the withdrawal from the Agreement.



Ministerstwo Spraw Zagranicznych  
Rzeczypospolitej Polskiej



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#### § 11.

##### **Changes in the Agreement**

1. The contracting parties may propose changes to the Agreement only under conditions described in section 2.
2. Changes to the Agreement, including the attachments, may only be made after a prior approval of the both Partners.

#### § 12.

##### **Binding force of the Agreement**

The Agreement comes into force when signed.

#### § 13.

##### **Termination of the Agreement**

1. The Agreement may be terminated before the date defined in the project grant agreement in the following cases:
  - 1) On the basis of agreement of both parties, in case of the circumstances preventing further implementation of the Projects tasks.
  - 2) In case of termination of the Project grant agreement by the Eastern European Democratic Center.
  - 3) In case of a gross breach of the Partners obligations or the Project grant agreement.
2. The Partner may terminate the Agreement in case of a gross breach of the Leaders obligations or the Project grant agreement.

#### § 14.

##### **Proceeding in case of conflict**

1. The contracting parties will try to solve the conflicts which may arise with connection to the Agreement amicably.
2. In case of inability of solving a conflict in a way described in section 1, the contracting parties agree, that the conflict will be solved by a court in Wałbrzych.

#### § 15.

##### **Proceeding in case not covered by the Agreement**

In cases not covered by this Agreement, the national and the European Union's laws apply.

#### § 16.

##### **Final resolutions**

The Agreement has been made and signed in two copies, one for each Partner.

In the name of the Leader, Zbigniew Kolanko:

In the name of the Partner, Allan Slimak Haslund:



Ministerstwo Spraw Zagranicznych  
Rzeczypospolitej Polskiej



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