

Partnership Agreement no. 1/2008

Concluded on 13 December 2008 in Warsaw, by and between:

1. The Nekla Municipality, ul. Dworcowa 10, 62-330 Nekla, Poland
Represented by *Roman Grychowski, Mayor of Nekla Town and Municipality*
Hereinafter referred to as the Municipality
and
2. the Norwegian olympic and paralympic committee and confederation of sports, regional level Akershus Idrettskrets, Strømsveien 80, N- 2010 Norway
Represented by *Sven Even Maamonen Chairman of the Board – Akershus Idrettskrets*
Hereinafter referred to as the Partner

WHEREAS

according to the Article 4 of Partnership Agreement no. 1/2007 concluded on 18 March 2007 in Nekla, the Parties hereto wish to establish conditions for cooperation in the scope of joint implementation of the project entitled „*Implementation of physical activity development, program for children in Nekla municipality - Nekla ready, steady, go!*”, the main goal of which is to promote a healthy lifestyle among the residents of the Nekla Municipality by benefiting from expertise and experience of the Partner in this scope and with the use of funds originating from *the European Economic Area (EEA) Financial Mechanism and Norwegian Financial Mechanism*,

The Parties to the *Partnership Agreement* agree as follows:

Article 1

1. The Parties hereto agree that the subject of the Agreement that means support of Norwegian partner in the realization of the project mentioned above includes proposals worked out as a result of earlier cooperation in the field of healthy lifestyle, promotion of physical culture, sports and recreation. Support in article 1 means that the Norwegian partner will give opportunities to Polish youngsters to get informal learning about Norwegian voluntarism.
2. Secondly, the parties declare that they will develop a youth exchange-program between the partner and the Municipality using sports as a tool to risen the cultural understanding for both parties. It will start with project prepared by partners during the first “Mini-University of Healthy Lifestyle” organised in February 2009. The suitable application form will be sent till 1.04.09 to the European Programme “Youth in action”.
3. Lastly and at the same time, as part of the projects, undertakings related with the promotion of tourism among local residents, and especially among children and youth, also the disabled ones, should be supported in the local scope.

Article 2

1. The Municipality declares that it has acquired financial means from the EEA Financial Mechanism and Norwegian Financial Mechanism earmarked for planning in the project costs. It especially means costs of travel and taking part of 4-5 sport leaders per year in “Mini-University of Healthy Lifestyle” organised in Poland in winter 2009, 2010, 2011 and cost of courses in Norway for Polish voluntary leaders from funds planned in the project budget as training costs.
2. Every year in December we will agree upon next year’s detailed plan of mutual activities.
3. The Municipality informs about all the events connected with the project through the English version of the website www.nastart.nekla.pl and via e-mails.

4. The logo of the Norwegian olympic and paralympic committee and confederation of sports, regional level Akershus Idrettskrets is used in all promotion materials as website, posters, leaflets and billboards connected with the project “Nekla, ready, steady, go”.
5. In the process of training young sport leaders the Nekla Municipality uses knowledge and experience gained through earlier cooperation, especially the ideas included in the Facilitator Resource Manual written by Vigdis Vatshaug and Britt Karen Spjeld in 2004, in the description of the MOREsports programme, and the organizational concept of the Norwegian sports-leaders course for young leaders.

Article 3

The Parties hereto undertake to pay due diligence to ensure proper performance of the subject of the Agreement, unless circumstances that hinder or prevent the performance of the subject of the Agreement appear, for which they cannot be held liable or which appear due to force majeure.

Article 4

The Parties hereto undertake to solve any and all disputes arising in relation with the performance of the Agreement in an amicable way with the participation of their representatives.

Article 5

The Municipality undertakes to take measures indispensable for continuous and universal promotion of the subject of the Agreement among the residents of the local community, and in particular it may establish non-governmental organizations in order to propagate physical culture, sports and recreation among the residents of the Nekla Municipality.

Article 6

The Parties hereto agree that English shall be language of this Agreement and any and all other agreements concluded in relation with its performance. The Parties may use the services of a certified translator at their discretion.

Article 7

In matters not regulated herein, the provisions of legal regulations binding in the place of concluding the Agreement and the contents of the Letter of Intent dated 19 January 2007 shall apply.

Article 8

Any amendments of the Agreement shall be made in writing on pain of nullity.

Article 9

This Agreement has been drawn in duplicate, one copy for each Party.

MUNICIPALITY

PARTNER