

**Partnership Agreement
for the implementation of the Project
«Strengthening biodiversity, resilience, and connectivity of the Pieniny National Park»
Project number 0410-2SC-BIO-PC2-006**

between
WWF Slovensko, občianske združenie

Medená 101/05, 811 02 Bratislava

IČO: 52204430

DIČ: 2121339231

Represented by: Mgr. Miroslava Plassmann, PhD.

And

WWF Switzerland

Hohlstrasse 110, 8010 Zürich, Switzerland

ID Number: CHE-106.092.857.

Represented by: Simone Stammach, Markus Schwingruber

hereinafter referred to individually as a **“Party”** and collectively as the **“Parties”**

PREAMBLE:

The Framework Agreement between the Government of the Slovak Republic and the Swiss Federal Council on the implementation of the second Swiss contribution to selected Member States of the European Union to reduce economic and social disparities within the European Union, was signed in Bratislava, on 19. September 2023 (hereinafter referred to as **“the Framework Agreement”**);

Under the Framework Agreement, the Ministry of Investments, Regional Development and Informatization of the Slovak Republic acts as the National Coordination Unit (hereinafter referred to as **“the NCU”**) and as the Programme Operator (hereinafter referred to as **“the Programme Operator”**);

The Support Measure Agreement between the Swiss Agency for Development and Cooperation/State Secretariat for Economic Affairs (hereinafter referred to as **“the SDC/SECO”**) and the NCU on the Support Measure / The protection of ecosystems enhanced and their resilience to threats to the biodiversity loss increased was concluded on 6 December 2024 (hereinafter referred to as **“the Support Measure Agreement”**);

The Project Contract between WWF Slovensko (hereinafter referred to as the **“Project Promoter”**) and the NCU/Programme Operator on the implementation of the Project/Programme Component named Strengthening Biodiversity in Pieniny national park was concluded on 18.11.2025, effective from 20.11.2025 (hereinafter referred to as **“the Project”**);

Since WWF Switzerland acts as Swiss Support Measure Partner (hereinafter referred to as “**the Partner**”) under the Article 4.2 of the Regulation on the implementation of the Second Swiss Contribution to selected Member States of the European Union to reduce economic and social disparities within the European Union (hereinafter referred to as “**the Regulations**”), the Parties have agreed as follows:

Article 1 Scope and objectives

- 1.1 This Partnership Agreement (hereinafter referred to as the “**Agreement**”) defines the rights and obligations of the Parties and sets forth the terms and conditions of their cooperation in the implementation of the Project.
- 1.2 The Parties shall act in accordance with the Legal Framework of the Second Swiss Contribution set in the Article 2 of the Framework Agreement, mainly with the Regulations as well as the conditions set in the Project Contract. The Parties expressly acknowledge to have access to and to be familiar with the content of the Legal Framework and the most decisive part of the Project Contract.
- 1.3 The main objective of the Partnership Agreement is to achieve the Project which aims to strengthen biodiversity, improve resilience and connectivity of Pieniny National Park (PIENAP) and its buffer zone through defining and implementing targeted management measures & inclusive conservation. In cooperation with the land managers measures supporting natural processes contributing to increased biodiversity, improved ecological connectivity & resilience to climate change will be implemented. In cooperation with UMB, monitoring and evaluation of the management measures effectiveness as well as recommendations for habitat management will be developed. This will provide basis for management plan of PIENAP as well as other protected areas. Raising awareness among residents about the protected area and the benefits of biodiversity protection for their quality of life will be implemented in partnership with CYPRIAN n.o. Examples of best practice in the management of protected areas and the involvement of local entities will be shared by WWF Schweiz.

Article 2 Entry into force and duration

- 2.1 This Agreement shall enter into force on the date of the last signature by the Parties. It shall remain in force until the Partner has discharged in full its obligations towards the Project Promoter as defined in this Agreement.
- 2.2 Provisions of this Agreement which, by their nature, extend beyond its period of effectiveness, shall remain in full force and effect, particularly the right to compensation for damage caused by a breach of the Agreement, the Partner’s obligation to settle an irregularity, rights and obligations associated with the execution of control and audit, the Project Promoter's obligations regarding the retention of documentation, and rights and obligations resulting from their content.

Article 3 Main roles and responsibilities of the Parties

- 3.1 The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this Agreement.

- 3.2 The Parties shall carry out their respective obligations with efficiency, transparency and diligence. They shall keep each other informed about all matters of importance to the overall cooperation and the implementation of the activities to be performed. They shall act in good faith in all matters and shall, at all times, act in the interest of the Project.
- 3.3 The Parties shall make available sufficient and qualified personnel, which shall carry out their work with the highest professional standard. While carrying out the assignment under this Agreement, the personnel and entities engaged by either Party shall comply with the laws of the respective countries.
- 3.4 Whenever in the performance of their assignments under this Agreement the Parties' personnel are on the premises of the other Party, or at any other location in the other Party's country on request of such Party, that Party shall ensure that such premises and locations comply with all applicable national health, safety and environmental laws and standards. The Parties shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to the property of the other Party in connection with the implementation of the Project.
- 3.5 Each Party shall appoint a Project Manager who shall have operational responsibility for the implementation of the Project as well as serve as contact point for all exchanges of communication, documentation and materials between the Parties.

Project manager (Project Promoter): [REDACTED]

Project manager (Partner): [REDACTED]

- 3.6 The role of the Partner in the project will be to actively participate in activity a6. Through training and presentations in the form of physical meetings or online, they will ensure the transfer of experience and examples of best practice in the management of large protected areas from Switzerland and other countries, especially the management of large carnivores, the involvement of local communities and businesses, and the implementation of practical measures to address the coexistence of humans and large carnivores.

Article 4 Obligations of the Project Promoter

- 4.1 The Project Promoter is responsible for the overall coordination, management and implementation of the Project in accordance with the regulatory and contractual framework specified herein. It assumes sole responsibility for the successful implementation of the Project towards the Programme Operator/NCU.
- 4.2 The Project Promoter undertakes to, *inter alia*:
- (a) ensure the correct and timely implementation of the activities;
 - (b) promptly inform the Partner on all circumstances that may have a negative impact on the correct and timely implementation of any of the activities, and of any event that could lead to a temporary or final discontinuation or any other deviation of the Project;
 - (c) provide the Partner with access to all available documents, data, and information in its possession that may be necessary or useful for the Partner to fulfil its obligations; in cases where such documents, data and information are not in English, it shall provide an English translation thereof when so requested by the Partner;

- (d) provide, upon request, the Partner with a copy of the signed Project Contract, including any subsequent amendments thereof as of their entry into force;
 - (e) consult the Partner before submission of any request for amendment of the Project Contract to the Programme Operator/NCU that may affect or be of interest for the Partner's role, rights and obligations hereunder;
 - (f) prepare and submit in a timely manner to the Programme Operator/NCU in connection with the payment claims, in compliance with the Support Measure Agreement and the Project Contract so as to meet the payment deadlines towards the Partner as stipulated in this Agreement;
 - (g) ensure that the Partner promptly receives all assistance it may require for the performance of its tasks.
- 4.3 In case the Project Promoter discovers, that the Partner does not implement the Project to the extent and in the correct manner pursuant to this Agreement, or breaches the duties following from this Agreement, in a way that impedes the implementation of the Project, according to this Agreement, the Project Promoter shall inform, without undue delay, the Programme Operator/NCU and recommend, if appropriate, consultations with other Partner, the change of the Project Application/ the Support Measure Agreement; which implies that the Parties are obliged without undue delay to consult other possibilities and ways of fulfilment of the subject matter and purpose of this Agreement, including the possibility of the Partner to terminate this Agreement, or accession of the third party to this Agreement, and for this purpose to conclude an amendment to this Agreement, governing their mutual rights and responsibilities concerning the implementation of the Project.

Article 5 Obligations of the Partner

- 5.1 The Partner is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement.
- 5.2 In addition to the above obligations, the Partner shall:
- (a) promptly inform the Project Promoter on relevant circumstances that may have an impact on the correctness, timeliness and completeness of its performance, ensuring that the information provided in this way is complete, correct and true;
 - (b) provide the Project Promoter with all information necessary for the preparation of any reports due by the Project Promoter to the Programme Operator/NCU within the deadlines and according to the reporting forms set by the Project Promoter;
 - (c) immediately inform the Project Promoter 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;
 - (d) keep all supporting documents regarding the Project, including the incurred expenditure, either in the form of originals or in versions certified to be in conformity with the originals on commonly accepted data carriers, for at least five years from the SDC/SECO's approval of the final Support Measure report;
 - (e) provide any bodies carrying out mid-term or ex-post evaluations of the Support Measure, as well as any monitoring, audits and on the spot verifications on behalf of the Second Swiss Contribution any document or information necessary to assist with the evaluation;
 - (f) effectively participate in promoting the objectives, activities and results of the Second Swiss Contribution as well as the Swiss contribution to reducing economic and social disparities in the European Economic Area;

- (g) provide, upon request, of the Project Promoter necessary assistance for enabling properly and timely fulfilment of the obligations under this Agreement and the Project Contract and determine the extent and manner in which it should be granted;
- (h) in case of implementing the Project through suppliers or other persons, bear the responsibility for the implementation of the Project as if it were carried out by itself. The Project Promoter shall not be responsible at any stage of the Project implementation for any breach of the Partner's obligations towards its supplier or any other person involved in the implementation of the Project.

Article 6 Progress

6.1 The Partner shall report to the Project Promoter the progress achieved in the implementation of the Project and to provide the Project Promoter with all relevant supporting documents.

Article 7 Post Completion obligation

7.1 The Partner shall ensure that the relevant documents relating to the Project are kept for 10 years after the completion of the Support Measure.

Article 8 Conflict of interest

8.1 The Parties shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Agreement. Such conflict of interests (as defined in Article 2.3, g) of the Regulations) 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 performance of the Agreement must be notified to the other Party in writing without delay. In the event of such conflict, the Party concerned shall immediately take all necessary steps to resolve it.

8.2 Each Party reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Parties shall ensure that their staff, board and directors are not placed in a situation which could give rise to conflict of interests. Each Party shall immediately replace any member of its staff exposed to such a situation.

Article 9 Confidentiality

9.1 The Partner undertakes to maintain confidentiality regarding all areas of the Project Promoter's activities, both externally and internally. The Partner shall not disclose to a third party any information obtained through cooperation with the Project Promoter arising from the Agreement, unless this information has already been published. The Partner shall not use this information to obtain personal benefits or benefits for third parties, or to damage the interests of the Project Promoter. These obligations shall not expire upon the termination or expiration of this Agreement.

Article 10 Intellectual property rights

- 10.1 For the purposes of this Article, "Work" shall mean all copyright works and outputs under Act No. 185/2015 Coll., the Copyright Act as amended, and subjects of industrial property rights and/or intellectual property rights, including, but not limited to, inventions (technical solutions), designs and/or utility models created by the Partner and relating to this Agreement, including (but not exclusively) films, photographs, graphic designs, maps, audio recordings or video recordings, books, articles, documents and materials derived from such copyright works and subjects of industrial property rights, whether created during the term of the Agreement or after its expiration.
- 10.2 The Partner hereby irrevocably transfers to the Project Promoter all rights, claims, and shares to the Work, including proprietary copyrights, applicant rights, rights to solution, and patents, both in Slovakia and worldwide. To the extent that it is not possible to transfer proprietary rights to the Work to the Project Promoter, the Partner hereby grants the Project Promoter an exclusive, gratuitous, worldwide, and irrevocable license for all known methods of using the Work, for the entire duration of the copyright protection.
- 10.3 The Partner agrees that the Project Promoter is authorized to grant sublicenses to third parties for the use of the Work within the scope of the granted license. The Partner agrees that the Project Promoter is authorized to assign the license to the Work in whole or in part to a third party or third parties.
- 10.4 The assignment of proprietary rights to the Work and the granting of the license under this Agreement are gratuitous, and the Partner shall not have the right to claim any further monetary or non-monetary performance from the Project Promoter.
- 10.5 The Partner is not authorized to use any part of the Work without the explicit written consent of the Project Promoter regarding the scope of the Work's use.

Article 11 Liability

- 11.1 The Parties undertake to perform their obligations under this Agreement with diligence and the highest professional standard, in accordance with the laws, legal regulations, the Legal Framework, the Regulations, and the instructions of the Programme Operator of the project „Strengthening biodiversity, resilience, and connectivity of the Pieniny National Park“.
- 11.2 Each Party shall be liable for damage caused to the other Party or third parties solely to the extent resulting from non-compliance with its obligations under this Agreement. Neither Party shall be held liable for damage resulting from the actions of the other Party that were in accordance with the Agreement.
- 11.3 Neither Party shall be held liable for delays or failure to fulfill its obligations under this Agreement caused by circumstances of force majeure, including but not limited to natural disasters, acts of God, pandemic restrictions, government orders, or other unforeseeable

and uncontrollable events. The Party affected by force majeure is obliged to promptly inform the other Party and take all reasonable measures to mitigate the consequences.

11.4 Except in cases of intentional misconduct or gross negligence, neither Party shall be held liable for loss of profits, lost earnings, or other consequential damages incurred by the other Party or third parties in connection with the implementation of the Project.

11.5 The Parties undertake to cooperate and provide each other with the necessary assistance in order to minimize the risks of damage or failure in the implementation of the Project

Article 12 Commitment to integrity and good conduct

The Project Promoter commits to the highest standards of professionalism, integrity, and ethics in the workplace as well as within its activities. As evidence thereof, the Project Promoter has adopted the WWF Code of Ethics (<https://wwf.panda.org/organization/ethics/>) and the WWF Fraud and Corruption Prevention and Investigation Policy (<https://wwf.panda.org/organization/ethics/>). This commitment is of fundamental importance for the creation of effective, long-term, and equitable solutions to contemporary environmental challenges. Recognizing that the Project Promoter represents only one of many actors, we expect all our grantees, contractors, and other parties with whom we cooperate to commit to:

12.1 Respect human rights, promote social inclusion, and implement social safeguards for vulnerable, local, and Indigenous communities, including:

- (a) Ensure accountability towards affected rights-holders such as Indigenous or other vulnerable people or groups who may be impacted by our work together;
- (b) Respect people's rights in accordance with customary, national, and international human rights laws;
- (c) Promote equality and equity including but not limited to gender equality and equity, within the scope of projects, programs, and policies;
- (d) Make efforts to assure equitable distribution of costs and benefits of activities, taking into account the needs and rights of local communities including Indigenous peoples, and vulnerable people;
- (e) Protect children and children's rights and safeguard vulnerable groups from harm through efforts to prevent and respond to harm or abuse (physical, mental, psychological including but not limited to sexual) in all activities and places of work, including but not limited to conservation actions, product merchandising, social media engagement, and staff interactions with children and other vulnerable people; and
- (f) Provide affected parties with a method for raising concerns.

12.2 Comply with, and provide active support to Project Promoter to ensure reasonable compliance with, all applicable laws in applicable jurisdictions.

12.3 Respect integrity in the use of funds and assets which may be provided by Project Promoter, including taking appropriate measures to prevent, detect and respond to

concerns of misappropriation or other illegal activity; this includes implementing appropriate policies and procedures, and ensuring that employees, sub-contractors or third parties respect the same.

12.4 Respect and safeguard employees to prevent and respond to discrimination, harassment, abuse of power, gender inequity, and sexual exploitation and abuse in the workplace.

12.5 Respect the legal rights of the labor force to health, safety, fair wages, benefits, working hours, freedom of association, collective bargaining, no discrimination or harsh treatment, no forced labor, and respect labor restrictions related to children pursuant to applicable local laws and/or ILO Labor Standards, whichever is the higher standard.

12.6 Respect applicable standards and agreements around confidentiality, including but not limited to the sharing of business sensitive information and personal data as protected by applicable law.

12.7 Never offer, give or agree to give to any person an inducement or reward (or anything which may reasonably be considered an inducement or reward) in connection with carrying out work with Project Promoter. Represent and ensure there is no conflict of interest involving Project Promoter related to any contractual commitments and promptly disclose in writing to Project Promoter any conflicts of interest that arise during the contract term.

12.8 Require sub-contractors engaged to work with Project Promoter on these issues to abide by these same commitments.

Article 13 Irregularities

13.1 Irregularities are defined in accordance with Article 11.1 of the Regulations.

13.2 In case an irregularity has come to the attention of one Party that Party shall immediately inform the other Party thereof in writing.

13.3 In cases where measures to remedy any such irregularity are taken by the competent bodies referred to in Chapter 12 of the Regulations, the Party concerned shall be solely responsible for complying with such measures.

Article 14 Termination

14.1 The Parties have agreed that before the fulfilment of obligations and the simultaneous expiration of the period for which the Agreement was concluded under Article 2.1, the Agreement may be terminated by:

- (a) agreement of the Parties,
- (b) notice of termination by a Party,
- (c) withdrawal from the Agreement.

14.2 The Parties have agreed that this Agreement may be terminated by mutual agreement if all obligations arising from or based on the Agreement have been settled.

14.3 The Partner is entitled to terminate the Agreement if it is unable to implement the Project as committed and/or is unable to achieve and/or maintain the Project Objective during the

Project Sustainability Period. The notice period is one month from the date the notice is delivered to the Project Promoter. During the notice period, the Parties shall perform actions aimed at settling mutual rights and obligations. The Agreement expires upon the lapse of the notice period. Furthermore, in case of termination of the Project Contract for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.

14.4 Either Party may withdraw from the Agreement in cases of a material breach of the Agreement by a Party and in cases stipulated by the Agreement or the Legal Framework. The general provisions of the Act No. 513/1991 Coll. (Commercial Code of the Slovak Republic) on withdrawal from a contract shall apply unless stated otherwise in the Agreement.

14.5 A breach of the Agreement is material if the breaching Party knew at the time of the conclusion of the Agreement, or it was reasonable to foresee, that the other Party would not have an interest in the performance of obligations in the event of such a breach. A material breach by the Partner shall include:

- (a) non-performance or delay in the proper and timely performance of any obligation;
- (b) occurrence of circumstances frustrating the purpose of the Agreement and/or the Project Objective (excluding liability-excluding circumstances);
- (c) breach of notification obligation regarding events with a seriously negative impact that cannot be remedied;
- (d) providing false or misleading information to the Project Promoter;
- (e) breach of commitments regarding the substantive or temporal implementation of the Project with a substantial negative impact;
- (f) acts or omissions considered an Irregularity that the Project Promoter determines to be a material breach;
- (g) failure to provide assistance, particularly during controls by Authorized Persons;
- (h) other reasons arising from the Project Contract or the Agreement.

14.6 In the event of a material breach, the other Party is entitled to withdraw without undue delay after becoming aware of the breach.

14.7 Withdrawal is effective on the date of delivery of the written notice to the last of the Parties.

14.8 Upon termination, those rights and obligations which by their nature are intended to apply even after the termination of the Agreement shall remain preserved, the right to compensation for damages, the Partner's obligation to settle an Irregularity, rights and obligations associated with control and audit, obligations regarding the retention of documentation.

14.9 If a material breach occurs and the Project Promoter does not withdraw, the Project Promoter shall impose an obligation on the Partner to adopt a Corrective Measure. The Partner undertakes to adopt such measure within the period determined by the Project Promoter or another authorized person.

Article 15 Assignment

15.1 Neither Party shall have the right to transfer their rights and obligations under this Agreement without the prior consent of the other Party.

15.2 The Parties acknowledge that all assignment of rights and obligations under this Agreement is dependent upon the Programme Operator's/NCU prior consent in accordance with the provisions of the Project Contract.

Article 16 Amendments

16.1 Any amendment to this Agreement, shall be the subject of a written agreement concluded by the Parties.

Article 17 Severability

17.1 If any provision of this Agreement (or part of any provision) is found by any court, tribunal or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

17.2 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the Parties' original intent.

17.3 The Parties have agreed that in case this Agreement does not explicitly stipulate otherwise, the relationships which are not explicitly set in this Agreement shall be respectively governed by the provisions of the Legal Framework, the Support Measure Agreement and Project Contract.


Article 18 Notices and language

18.1 All notices and other communications between the Parties shall be made in writing and be sent to the following addresses:

For the Project Promoter:

Katarína Balíková
Medené 101/5
811 02 Bratislava, Slovakia

For the Partner:


WWF Switzerland
Hohlstrasse 110
Postfach
8010 Zurich

18.2 The language governing the execution of this Agreement is English. All documents, notices and other communications foreseen in the framework of this Agreement shall be in English.

Article 19 Governing law and settlement of disputes

19.1 The construction, validity and performance of this Agreement shall be governed by the laws of the Slovak Republic. The Agreement must however, be interpreted also in the light and in response to the Project Contract, the second Swiss Contribution Legal Framework and Implementation Rules.

19.2 Any dispute relating to the conclusion, validity, interpretation or performance of this Agreement shall be resolved amicably through consultation between the Parties.

19.3 If the Parties fail to resolve the dispute by mutual agreement or settlement, the dispute shall be promptly presented to the Programme Operator/NCU, who at its own discretion may convene a joint meeting of Programme Operator/NCU and the litigants, or the Programme Operator and all Parties to this Agreement, in order to resolve the dispute and reach an agreement out of court settlement. If the Programme Operator/NCU does not convene a joint meeting, or the Parties to the dispute, do not resolve the dispute in a joint meeting convened by the Programme Operator, pursuant to the preceding sentence, the dispute will be brought to the respective general court of the Slovak Republic.

Article 20 Closing provisions

20.1 The Parties hereby declare that they have duly and carefully read this Agreement, understood its content and its legal effects, their intention expressed in this Agreement is free they conclude the Agreement neither in distress nor under notably inconvenient conditions, their contractual autonomy is not limited, contractual acts are sufficiently clear, precise and understandable, the signatories are duly authorised to sign this Agreement and as a sign of their consent they have signed the Agreement.

This Agreement has been prepared in two originals, of which each Party has received one.

Annex - Extract from the Commercial Register of the Canton of Zurich

For the Project Promoter

Signed in..... on 20 January 2026

Miroslava Plassmann
CEO

For the Partner

Signed in..... on 19 January 2026

Simone Stambach
Head Global Network Development
Member of the Executive Board

19 January 2026

Markus Schwingruber
Director Finance & Operations
Member of the Executive Board