

ADDENDUM No. 1/2015
TO THE PARTNERSHIP AGREEMENT

1. OPENING PROVISIONS

1.1. The Parties enter into this Addendum No. 1/2015 (the "Addendum") to the Partnership Agreement dated 31 October 2014 pursuant to Section 51 of Act No. 40/1964 Coll. the Civil Code, as amended (the "**Agreement**") with a view to jointly implementing the project "City of Bratislava is preparing for the climate change - pilot application of measures in the area of rainwater harvesting in urban areas" (the "**Project**").

2. The Parties

2.1. Beneficiary

Name of company/organization: Bratislava, Capital City of the Slovak Republic
Legal form: municipality/town
Address/Registered office: Primaciálne námestie č. 1, 814 99 Bratislava
Identification number (IČO): 00603481
Statutory representative: JUDr. Ivo Nesrovnal
Project account: SK73 7500 0000 0000 2591 6453

(the "Beneficiary")

2.2. Partner 1

Name: City District Bratislava - Nové Mesto
Legal form: municipality/town
Address/Registered office: Junácka 1, 832 91 Bratislava
Identification number (IČO): 00603317
Telephone: +421 2 492 531 23
E-mail: granty@banm.sk, sekretariat@banm.sk
Statutory representative:
Account number in IBAN format: SK96 5600 0000 0018 0034 8042
(hereinafter referred to as "Partner 1" and jointly as "Partners" or "Partner")

2.3. Partner 2

Name: City District Bratislava - Staré Mesto
Legal form: municipality/town
Address/Registered office: Vajanského nábrežie 3, 814 21 Bratislava
Identification number (IČO): 00603147
Telephone: +421 2 592 462 77
E-mail: starosta@staremesto.sk
Statutory representative:
Account number in IBAN format: SK18 0200 0000 0032 3616 4451

(hereinafter referred to as "Partner 2" and jointly as "Partners" or "Partner")

2.4. Partner 4

Name: City District Bratislava - Petržalka
Legal form: municipality/town
Address/Registered office: Kutlíkova 17, 852 12 Bratislava
Identification number (IČO): 00603201

Telephone: +421 2 682 885 00
E-mail: starosta@petrzalka.sk
Statutory representative:
Account number in IBAN format: SK31 5600 0000 0018 0059 4040

(hereinafter referred to as “Partner 4” and jointly as “Partners” or “Partner”)

2.5. Partner 5

Name: COWI AS
Legal form: joint stock company
Address/Registered office: Grenseveien 88, Postbox 6412 Etterstand, 0605 Oslo,
Norway
Identification number (IČO): 979 364 857
Telephone: 0047 02694
E-mail: kipa@cowi.no
Statutory representative: Terje Bygland Nikolaisen
Account number in IBAN format: NO0860050599070

(hereinafter referred to as “Partner 5” and jointly as “Partners” or “Partner”)

3. SUBJECT MATTER OF THE ADDENDUM

3.1. The Parties have agreed in accordance with Section 16.8 of the Agreement that the text of Article 10 LIABILITY FOR BREACH OF AGREEMENT, section 10.7 of the Agreement, “...in accordance with Article 10 of this Agreement” shall be deleted and replaced with the text “in accordance with Article 11 of this Agreement”.

3.2. The Parties have agreed in accordance with Section 16.8 of the Agreement that a new Article 11 REFUND OF PROJECT GRANT shall be added to the Agreement reading as follows:

„11.3. The Partner undertakes, after receiving the application for a refund of the Project Grant, which was provided under this Agreement, or a part thereof, to recognise its obligation towards the Beneficiary in the form of a notarial deed, which shall contain the declaration of the Partner recognising said obligation and its payment and which shall be an enforcement order pursuant to Section 41(2) of Act No. 233/1995 Coll. (the Enforcement Regulations), as amended, in case the Partner breaches its obligation to refund the Project Grant or a part thereof in accordance with and by the date set in the refund application.“

4. SPECIAL PROVISIONS

4.1. This Addendum further contains the agreement between the Parties to terminate the Agreement in respect of Partner 2: City District Bratislava – Staré Mesto for reason provided for in Article 12, section 12.3, point 12.3.3 - objective reasons causing the impossibility of performance of the Agreement, which occurred on the side of Partner 2.

4.2. By signing this Addendum, the Parties consensually declare to terminate the Agreement by mutual agreement in respect of Partner 2: City District Bratislava – Staré Mesto.

4.3. Partner 2 agrees to settle all of its obligations towards the Beneficiary and the other Partners related to the termination of the Agreement by the date specified in the request for their settlement.

5. Final Provisions

5.1. The remaining provisions of the Agreement not covered by this Addendum shall remain unchanged.

5.2. This Addendum forms an integral part of the Agreement.

5.3. This Addendum has been executed in twelve (12) original counterparts, of which two shall be given to each of the Parties and two to the Programme Administrator.

5.4. The Parties declare that their will expressed in this Addendum is free and seriously intended, to have carefully read the text of the Addendum and to understand its content, not to have entered into this Addendum under duress or on apparently inconvenient terms and their freedom to contract has not been restricted in any other way. The Parties express their will to be bound by this Addendum by attaching their respective signatures hereunder.

5.5. This Addendum shall be valid as of the day of signing by the Parties and shall enter into force on the day following its publication on the web site of the Beneficiary in accordance with Section 47a(2) of Act No. 40/1964 Coll., the Civil Code, as amended.

For the Beneficiary

Bratislava, date 29.12.2015

JUDr. Ivo Nesrovnal, sgn.
signature, stamp

For Partner 1:

Bratislava, date 7.12.2015

Mgr. Rudolf Kusý, sgn.
signature, stamp

For Partner 2:

Bratislava, date 21.12.2015

Mgr. Radoslav Števčík, sgn.
signature, stamp

For Partner 4:

Bratislava, date 21.12.2015

Ing. Vladimír Bajan, sgn.
signature, stamp

For Partner 5:

Oslo, date 30.10.2015

Stein B. Olsen, sgn.
On behalf of
Terje Bygland Nikolaisen,
signature, stamp