

**Partnership Agreement
for
donor partnership projects**

between

Municipality of Lednické Rovne

Námestie slobody 32, 020 61 Lednické Rovne, *ID : 00317462*

[Represented by]

hereinafter referred to as the “Project Promoter”

and

S12 Galleri og Verksted AS

Bontelabo 2, 5003 Bergen, Norway, ID : 913827589

Represented by: Bergljot Jonsdottir, Director

hereinafter referred to as the “Project Partner”

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

for the implementation of the Project

***“Renovation and Revitalization of the Historical Park in Lednicke Rovne,
number : CLT01028”***

**funded under the *EEA/Norwegian Financial Mechanism Programme
CLT01 - Culture***

IT IS AGREED AS FOLLOWS:

Article 1 – Scope and objectives

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 [as described and defined in *Annex number 1, Annex 2, Annex 3 and Annex 4*]
2. The Parties shall act in accordance with the legal framework of the [EEA] Financial Mechanism 2014-2021, namely with the Regulation on the implementation of the [EEA] Financial Mechanism 2014-2021 (hereinafter referred to as the “Regulation”). The Parties expressly acknowledge to have access to and to be familiar with the content of the Regulation.
3. Any Annexes to this Agreement constitute an integral part of the Agreement. In case of inconsistencies between the Annexes and the Agreement, the latter shall prevail.

Article 2 – Entry into force and duration

1. This Agreement shall enter into force on the date of the last signature by the Parties. It shall remain in force until the Project Partner has discharged in full its obligations towards the Project Promoter as defined in this Agreement.

Article 3 – Main roles and responsibilities of the Parties

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

5. Municipality of Lednické Rovne – Mgr. Martin Mišík, tel.: + 421 944 913 820, mail: misik@lednickerovne.sk

6. S12 Galleri og Verksted AS – Project Manager: Director Bergljot Jonsdottir, tel.: +4791175 303, mail bj@s12.no

Article 4 – Obligations of the Project Promoter

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.

2. The Project Promoter undertakes to, *inter alia*:

- (a) ensure the correct and timely implementation of the Project's activities;
- (b) promptly inform the Project Partner on all circumstances that may have a negative impact on the correct and timely implementation of any of the Project's activities, and of any event that could lead to a temporary or final discontinuation or any other deviation of the Project;
- (c) provide the Project Partner with access to all available documents, data, and information in its possession that may be necessary or useful for the Project 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 Project Partner;
- (d) provide the Project Partner with a copy of the signed Project Contract, including any subsequent amendments thereof as of their entry into force;
- (e) consult the Project Partner before submission of any request for amendment of the Project Contract to the Programme Operator that may affect or be of interest for the Project Partner's role, rights and obligations hereunder;
- (f) prepare and submit in a timely manner to the Programme Operator in connection with the payment claims, in compliance with the Programme Agreement and the Project Contract so as to meet the payment deadlines towards the Project Partner as stipulated in this Agreement;
- (g) transfer to the Project Partner's nominated bank account all payments due by the set deadlines;
- (h) ensure that the Project Partner promptly receives all assistance it may require for the performance of its tasks.

Article 5 – Obligations of the Project Partner

1. The Project Partner is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement and described in Annexes I – IV.

2. In addition to the above obligations, the Project 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;
- (b) provide the Project Promoter with all information necessary for the preparation and execution of the projects and all its parts, 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 three years
from the [FMC]'s approval of the final programme report;
- (e) provide any bodies carrying out mid-term or ex-post evaluations of the Programme, as well as any monitoring, audits and on the spot verifications on behalf of the [EEA/Norwegian] Financial Mechanism any document or information necessary to assist with the evaluation;
effectively participate in promoting the objectives, activities and results of the Financial Mechanism as well as the Donor(s)'s contribution to reducing economic and social disparities in the European Economic Area;

Article 6 – Project budget and eligibility of expenditures

1. The detailed total Project budget, the budget share of each Party, as well as the allocation of the budget, amongst the activities to be performed by each Party, is fixed in Annex IV.

2. Expenditures incurred by the Project Partner must be in line with the general rules on eligibility of expenditure contained in the Regulation. Expenditure must be proven with original documents, e.g. receipted invoices, Payroll extracts etc. The documents provided should be translated to English.

3. Indirect costs shall be claimed by the application of the following method: An invoice will be issued by the Partner including a description of the expenditure. (*in accordance with Regulation Article 8.5.1.c*)

Article 7 – Financial management and payment arrangements

1. Payment of the project grant share to the Project Partner shall take the form of bank transfer in instalments and based upon invoices sent by the Partner - reimbursement of incurred expenses (advance payments) and payment of the final balance.

2. Artist fee for monument will be paid in part at the beginning of the work, and the final payment at the completion of the instalment in the Park. 1/3 to be paid at the beginning of the work 1/3 after the symposium in 2022, and 1/3 after the instalment and opening in 2023.

3. Material cost and all travel cost will be paid in advanced and no later than having received invoices and receipts.

4. The advance payment to the Project Partner shall be made no later than 20 days of the crediting of the advance payment from the Programme to the Project Promoter's bank account.

5. Interim payments shall be paid based on invoices received by the Project Promoter from the Project Partner. Invoices should contain explicit information about the content of the payment and additional documentation should be provided as needed. The settlement of the advance payment shall be submitted to the project beneficiary in the form of an invoice and other supporting documentation and in relation to the expenditure incurred and with reference to the expenditure agreed in the budget. The invoices will be issued and sent by the Project Manager Bergljot Jonsdottir, who will guarantee for the expenditures being in accordance with the principles and rules set forth in this Agreement.

6. Payment of the final balance shall be made no later than June 2023.

7. All amounts shall be denominated in Euro. The reporting currency of incurred expenditure is set by the Programme Operator. The conversion exchange rate for establishing incurred expenditure in euro is set by the Programme Operator. Expenditure incurred by the Project Partner 2, in any other currency, shall be converted into the reporting currency according to the valid exchange rate as recorded by the European Central Bank, valid on the day/month in which the expenditure was incurred. The Project Promoter 2 bears the exchange rate risk.

8. Payments to the Project Partner shall be made to the Project Partner's bank account denominated in Euro identified as follows:

Bank: DNB

BIC: DNBANOKKXXX

IBAN: NO8115034882182

Address: Dronning Eufemias gate 30

0191 Oslo, Norway

Post: Postboks 1600 Sentrum, 0021 Oslo

A/C for international payments NO 49 7001 XXXX XXX

9. Payments shall be deemed to have been made on the date on which the Project Promoter's account is debited.

Article 8 – Proof of expenditure

1. Costs incurred by the Project Partner shall be supported by receipted invoices or alternatively by accounting documents of equivalent probative value.
2. Proof of expenditure shall be provided by the Project Partner to the Project Promoter to the extent necessary for the Project Promoter to comply with its obligations to the Programme Operator.
3. When required, proof of expenditure shall take the form of receipted invoices when applicable or proven original document. Language used is to be English.
4. Indirect costs claimed by the application of a flat rate do not need to be supported by accounting documents.

Article 9 – Progress and financial reports

The Project Partner will inform the Project Promoter of the process / the production process, in line with the dates set in the Annex III, and upon request inform the Promoter of the process at any given time.

Article 10 – Audits

Yearly audits of the Project Partner will include specific project audits for this project. The result will be made available to the Project promoter upon request.

Article 11 – Procurement

1. National and EU law on public procurement shall be complied with by the Parties at any level in the implementation of the Project.
2. The applicable procurement law is the law of the country in which the procurement is being carried out.

Article 12 - Conflict of interest

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 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.
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 13 - Confidentiality

The Parties shall take all necessary measures regarding the protection and disclosure of any confidential information that the Parties disclose in connection with the Partnership Agreement.

Article 14 - Intellectual property rights

All artwork created for the project by Norwegian artists including Æsa Björk must be acknowledged and credited as being created by the involved artists, this includes in any form used to present the work, be it virtual or printed.

Article 15 –Liability

It is understood that neither party can be held responsible for changes in the contract deemed necessary because of force majeure, including changes in schedule caused by the current pandemic caused by COVID-19.

Article 16 – Irregularities

1. Irregularities are defined in accordance with Article 12.2 of the Regulation.
2. In case an irregularity has come to the attention of one Party, that Party shall immediately inform the other Party thereof in writing.
3. In cases where measures to remedy any such irregularity are taken by the competent bodies referred to in Chapter 12 of the Regulation, including measures to recover funds, the Party concerned shall be solely responsible for complying with such measures and returning such funds to the Programme. The Project Partner shall, in such cases, return the recovered funds through the Project Promoter.

Article 17 – Suspension of payments and reimbursement

1. In cases where a decision to suspend payments and/or request reimbursement from the Project Promoter is taken by the Programme Operator, the National Focal Point or the

Donor State[s], the Project Partner shall take such measures as are necessary to comply with the decision.

2. For the purposes of the previous paragraph, the Project Promoter shall, without delay, submit a copy of the decision referred to in the previous paragraph to the Project Partner.

Article 18 – Termination

1. Either Party may terminate this Agreement in the event of a breach by the other Party of its obligations.

2. Furthermore, in case of termination of the Project Contract for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.

Article 19 - Assignment

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

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

Article 20 – Amendments

1. Any amendment to this Agreement, including its Annexes, shall be the subject of a written agreement concluded by the Parties.

Article 21 – Severability

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.

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.

Article 22 – Notices and language

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:

Company / organization name: Obec Lednické Rovne
Address / Seat: Námestie slobody 32, 020 61 Lednické Rovne
IČO: 00317462
Statutory representative: Mgr. Marian Horečný, mayor of the village
Email contact: misik@lednickerovne.sk
Phone: +421 944 913 820

For the Project Partner:

Preferred form of communication is electronic through
bj@s12.no with a copy to post@s12.no

In case other form of communication is needed the following should be used:

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 23 – Governing law and settlement of disputes

1. The construction, validity and performance of this Agreement shall be governed by the laws of Slovakia.

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

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

For the Project Promoter

For the Project Partner

Signed in Lednicke Rovne on March 23rd 2021

Signed in Bergen on March 23rd 2021

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Marian Horečný
Mayor

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Bergljot Jonsdottir
Director