

**Partnership Agreement
for
donor partnership projects**

between

The Monuments Board of the Slovak Republic

Address: Cesta na Červený most 6, 814 06 Bratislava, Slovak Republic

Represented: PhDr. Katarína Kosová, general director
hereinafter referred to as the “Project Promoter (PPR)”

and

Norsk Kulturvav/ Norwegian Heritage Foundation

Address: Edvard Storms veg 4, 2680 Vågå, Norway

Represented: Erik Lillebråten, Director
hereinafter referred to as the “Project Partner (PPA1)”

and

Fortidsminneforeningen - National Trust of Norway

Address: Dronningens gate 11, N-0152 Oslo, Norway

Represented: Ola H. Fjeldheim, Director
hereinafter referred to as the “Project Partner (PPA2)”

hereinafter referred PPA1 and PPA2 to as “Project Partners”

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

**for the implementation of the Project
“Red Monastery - Reborn”**

**funded under the [EEA/Norwegian] Financial
Mechanism Programme Cultural Entrepreneurship,
Cultural Heritage and Cultural Cooperation.**

PREAMBLE:

The Parties state that they have the cooperation by establishing a legal partnership in order to prepare the project: *Red Monastery – Reborn. Restoration of the selected parts of the monastery to make them attractive for cultural tourism and to create framework for educational activities focusing on cultural heritage protection. All the revitalized functions shall be an innovative replication of the original functions and activities of the monastery and its former inhabitants. The bilateral part of the project will focus on business development and economic sustainability of a historic monument.*

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 1.
2. The Parties shall act in accordance with the legal framework of the [EEA/Norwegian] Financial Mechanism 2014-2021, namely with the Regulation on the implementation of the [EEA/Norwegian] 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 Partners 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. The Project Managers who shall have operational responsibility for the implementation of the PPR is **head Department preventive maintenance of monuments** and for PPA1 is **director Norsk Kulturarv/ Norwegian Heritage Foundation** and for PPA2 is **director Fortidsminneforeningen - National Trust of Norway**. The contact point for all exchanges of communication, documentation and materials between the Parties on PPR side is Department preventive maintenance of monuments and on PPA1 side is **Mr. Erik Lillebråten** (Director) and PPA2 is.....

6. Partners, as part of their partnership, will focus on the following activities:

(a) Workshop on development of new products in Red Monastery.

(b) Joint study trips to selected cultural institutions like galleries, museums, monuments or other places, with the aim of helping to create specific and unique local products with a historical tradition offered in Red Monastery museum to Slovakia (1x), Norway (1x) and U. K. (1x)

(c) Creating a set of procedures, arguments and reasons for protecting and preserving cultural heritage (manual). Final conference and workshop on sustainability.

The specific activities covered by this contract, their estimated time frame and financial coverage are addressed in Annex 1

Article 4. **Obligations of the Project Promoter (PPR)**

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 PPR 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 Partners with access to all available documents, data, and information in its possession that may be necessary or useful for the Project Partners 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 Partners;
- (d) provide the Project Partners with a copy of the signed Project Contract, including any subsequent amendments thereof as of their entry into force;
- (e) consult the Project Partners 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 Partners 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 Partners promptly receives all assistance it may require for the performance of its tasks;

Article 5.
Obligations of the Project Partners (PPA1 & PPA2)

1. The Project Partners is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement and Annex 1.
2. In addition to the above obligations, the both Project Partners 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 of 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 (5) years from the [FMC/NMFA]'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;
 - (f) 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 overall budget of the partner activities as well as the breakdown of the budget between the activities to be carried out by each party is set out in Annex 1.
2. Expenditures incurred by the Project Partners must be in line with the general rules on eligibility of expenditure contained in the Regulation, specifically Chapter 8 thereto.

Article 7.
Financial management and payment arrangements

1. Payment of the project grant share to the Project Partners shall take the form of reimbursement of incurred expenditure (interim payments).
4. Interim payments shall be paid based on PPA1 and PPA2 invoices calculating from actual costs incurred for the activity. Payment claims shall be submitted to the PPR 30

days after end of activity along with a confirmation from PPA1 and PPA2 Project Manager that the claimed expenditures are in accordance with the principles and rules set forth in this Agreement.

5. Interim payments to the Project Partners shall, be made within 30 of working days from receipt of the Partner's payment claim.

6. All amounts shall be denominated in EURO. PPR will bear the exchange rate risk.

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

PPA1:

name of bank: **Den Danske Bank**

address of branch in full: **Norsk Kulturarv – Box 26 – N-2684 VÅGÅ**

account holder: **Mr. Erik Lillebråten**

IBAN: **NO8586010542687**

BIC/Swift code: **DABANO22**

PPA2:

name of bank:

address of branch in full:

account holder:

IBAN:

BIC/Swift code:.....

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 Partners 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 Partners to the Project Promoter to the extent necessary for the Project Promoter to comply with its obligations to the Programme Operator.

Article 9,
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 10.
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 11.
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 Partners shall, in such cases, return the recovered funds through the Project Promoter.

Article 12.
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 Partners 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 Partners.

Article 13.
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.
3. In case of termination of the agreement by the PPR or PPA & PPA2, for whatever reason, the PPR undertakes to pay the PPA1 & PP2 all the actual costs incurred by it in the manner specified in Article 7.

Article 14.
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 15.
Amendments

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

Article 16.
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 17.
Notices and language

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

For the Project Promoter:

Mr. Branislav Rezník, head of Department preventive maintenance of monuments, mail: branislav.reznik@pamiatky.gov.sk, tel: +421 2 2046 4334, mobil: +421 905 483 561

Mrs. Katarína Kosová, director general, mail: katarina.kosova@pamiatky.gov.sk, tel: +421 2 2046 4115

Address for both: The Monuments Board of the Slovak Republic, Cesta na Červený most 6, 814 06 Bratislava, Slovak Republic

For the Project Partners:

PPA1: Mr. Erik Lillebråten, Director Norsk Kulturarv/ Norwegian Heritage Foundation, mail: erik@kulturarv.no, mobil: +47 909 71 257

Address: Edvard Storms veg 4, 2680 Vågå, Norway

PPA2: Mr. Ola H. Fjeldheim, Director Fortidsminneforeningen - National Trust of Norway, mail: ola@fortidsminneforeningen.no, mobil: +47 91 88 43 86

Address: Dronningens gate 11, N-0152 Oslo, Norway

2. In case of any change of person or address, Parties shall be immediately informed.

3. 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 18.
Governing law and settlement of disputes

1. 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 three originals, of which each Party has received one.

Bratislava

Vågå,

Oslo,

PhDr. Katarína Kosová
General Director
The Monuments Board
Of The Slovak Republic

Erik Lillebråten
Director
Norsk Kulturvav

Ola H. Fjeldheim
Director
Fortidsminneforeningen

**Project budget - reimbursement of Partner's expenditures.
Annex 1 Partnership agreement.**

Donor partner and role of partner	Norsk Kulturvav (NK) and Fortidsminneforeningen – National Trust of Norway (NTN). Mutual transfer of specific expertise in the field of production and distribution of specific cultural products and monument's protection advocacy.
What will the partnership achieve?	Help creating local specific and unique products with a historical tradition offered in Red Monastery museum: variety of products, original design, distribution, collaboration with local communities. Diverse ways of offering original gifts at site. Help creating manual – "Book of Inspiration: How to revive a monument which is a set of the most serious arguments and reasons for cultural heritage preservation communicated easily and comprehensibly.

Throughout the project implementation, Project Promoter will organize three meetings with Norwegian partner; three in Slovakia and one in Norway and joint study trip in United Kingdom.

Norsk Kulturvav and Fortidsminneforeningen (National Trust of Norway) – as associate project partners, bring inspiration and experience from Norway with the aim of adopting best ideas by Red Monastery - reborn project. Regular meetings in Slovakia will be organised in form of workshops: first will focus on development of products; second one will create "ten commandments" and reasons for protecting cultural heritage as a set of clear, significant and simple answers on questions like Why? Who? What? understandable to everyone & study trip to selected museums, galleries, monuments, or other cultural institutions; third workshop will focus on project sustainability: business models development - presentation of the proposed Red Monastery - Reborn business model. Norwegian experts will be informed about current project status during each of their visits.

Similar study trip to selected museums, galleries, monuments, or other cultural institutions in Norway will be attended by experts from Project promoter and Project partner institutions.

Altogether, it is expected that 4 persons from Norway (2NK and 2 NTN) will come for three maximum 5-day (4 nights) visits to Slovakia and 3 persons from Slovakia will come for one maximum 5-day (4 nights) visit to Norway. The length of all stays will be specified between Project Partners at least 3 months before the events.

Join study trip to selected museums, galleries, monuments or other cultural institutions in UK: Transfer of best practice and common challenges in field of creating local specific and unique products with a historical tradition will be funded from predefined bilateral fund.

Altogether, it is expected that 7 persons (3 from SK and 4 from Norway) will come for minimum 5-day (4 nights) visit to United Kingdom during II./Q of 2021.

(See estimated time schedule below).

Partner's expenditures reimbursed by Project Promoter:

Item	Per day or person (honorarium in EUR)	Number of Items	Total per one person	Number of Persons	Total
per diem allowance/one person/SK	93.75	5 days/stay	468.75 €	12 persons	5 625
pocket money/SK	62.50	5 days/stay	312.50	12 persons	3 750
return travel ticket Oslo town - airport	42.50	trip/one person	42,50	12 persons	510
Other possible travel cost in Norway (to Oslo airport)	50	trip/one person	50	12 persons	600
Study trip in Norway	250	4 days/trip (domestic per diem&hotel&transport)	1000	4 persons	4 000
Experts' rate – writing a manual	500	4 fees	500	4 persons	2000
Partner's budget for reimbursement - total					16 485

All expenses related to flights (return tickets), trips from airport to accommodation and back, hotel (accommodation in 4 star hotel or accommodation in Red monastery rooms) and other possible travel expenses in Slovakia for experts from Norsk Kulturvav and Fortidsminneforeningen (3 stay for 4 expert(2&2) shall be borne by Project Promoter.

Also, the Project Promoter will cover all travel expenses of Slovak team during a study trip to Norway.

All expenses on joint study trip to the U.K. (3 experts from SK and 4 from Norway) shall be borne by Project Promoter as a recipient of travel grant

from predefined bilateral fund up to the approved budget (expected EUR 28 000).

Estimated time schedule:

- A. 1st Workshop in SK: May/ June 2020
- B. Joint study trip to Norway: September 2020
- C. 2nd Workshop in SK and study trip to SK: March/April 2021
- D. Study trip to the UK: May/June 2021
- E. 3th Workshop on sustainability in SK/final conference: May/June 2022

Bratislava

Vågå,

Oslo,

PhDr. Katarína Kosová
General Director
The Monuments Board

Erik Lillebråten
Director
Norsk Kulturvav

Ola H. Fjældheim
Director
Fortidsminneforeningen