

**Partnership Agreement
for
the project No. CLT03032
“Making Meaning of the Digital Collections”**

between

Slovak National Gallery

Riečna 1, 815 13 Bratislava, ID No. 00164712, Tax ID: SK2020829943

Represented by: Alexandra Kusa, PhD., Director general
hereinafter referred to as the “Project Promoter”

and

Sørlandets Kunstmuseum / Kunstsilo

Skippergata 24B, 4611 Kristiansand, ID No. 976215834, Tax ID:

Represented by: Reidar Fuglestad, Director general
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 “Making Meaning of the Digital
Collections”
funded under the EEA/Norwegian Financial Mechanism Programme -
Cultural Entrepreneurship, Cultural Heritage and Cultural Cooperation**

Disclaimer:

This template Partnership Agreement aims at assisting Project Promoters and Project Partners in the preparation of their partnership agreements required under Article 7.7 of the Regulations on the implementation of the EEA Financial Mechanisms 2014-2021. It is provided for information purposes only and its contents are not intended to replace consultation of any applicable legal sources or the necessary advice of a legal expert, where appropriate. It is the responsibility of the Parties to ensure compliance of the provisions of this Partnership Agreement with the Project Contract and the applicable legal framework. Neither the FMO nor any person acting on its behalf can be held responsible in connection with any use or re-use made of this template partnership agreement.

PREAMBLE:

The project is implemented within small grant scheme, programme CULTURAL ENTREPRENEURSHIP, CULTURAL HERITAGE AND CULTURAL COOPERATION EEA Grants 2014 – 2021, call No. CLT03 from 2020.

The objective of the call was to find projects on capacity development of cultural players and audience development addressing contemporary art and culture, as well as the promotion of bilateral exchange of contemporary art activities. The main ambition is to support high quality and professional contemporary arts activities that constitute the core of cultural and creative industries and creative economy and contribute to intelligent, sustainable and inclusive society growth.

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 “Project work plan”.
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. **The project will last 24 months, specifically from January 2022 till December 2023.**

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. 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.

For the Project Promoter the contact person is:

Maria Bohumelova, maria.bohumelova@sng.sk ; tel. +421 917 787 989

For the Project Partner the contact person is:

Torill Haugen, torill@skmu.no ; tel. +47 922 22 227

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 interim project reports 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 Annex No.1 Project Work Plan.

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 of reports due by the Project Promoter to the Programme Operator 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 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 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 total Project budget, the budget share of the Project Partner as well as the allocation of the budget, amongst the activities to be performed by the Project Partner is fixed in Annex No. 2 The Project Budget.

2. Expenditures incurred by the Project Partner must be in line with the general rules on eligibility of expenditure contained in the Regulation, specifically Chapter 8 thereto.

3. Indirect costs shall be claimed by the application of the following method: no indirect costs.

Article 7 – Financial management and payment arrangements

1. Payment of the project grant share to the Project Partner shall take the form of reimbursement of incurred expenditure (interim payments) and payment of the final balance.

2. Interim payments shall be paid based on standard accounting documents from the Project Partner – reference in the No. Annex 2. Payment claims shall be submitted to the Project Promoter on the Project Partner demand, but no more frequently than once in two months, along with a confirmation from responsible person within the Project Partner – Torill Haugen, that the claimed expenditures are in accordance with the principles and rules set forth in this Agreement.

5. Interim payments to the Project Partner shall be made within 14 working days from receipt of the Partner's payment claim.

6. Payment of the final balance to the Project Partner shall be made within 14 working days from the receipt of the final balance at the account of the Project Promoter from the Programme Operator.

7. All amounts shall be denominated in EURO.

The conversion exchange rate: expenditure incurred by the partner, in any other currency, shall be converted into the reporting currency – EURO - 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 partner is aware of bearing 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 account details of the Project Partner

Name of bank:

Address of branch in full;

Exact designation of account holder: Sørlandets Kunstmuseum, Skippergata 24 b, 4611 Kristiansand

Account number:

IBAN:

SWIFT:

BIC/SWIFT:

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 following form: an audit report by a competent public officer.

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

Short progress reports should be sent to the Project Promoter from the Project Partner every six months.

Article 10 – Audits

The audit report should be carried out by the Project Partner at the end of each year:

1. a report auditing the expenditures for the first 12 months of the project (1-12,2022) submitted to the Project Promoter by the January 20th, 2023
2. final audit report by the November 22nd, 2023.

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

Innovation and development using ML or AI in certain parts of the AI app, might be subject to confidentiality but cannot restrict any parts in for filling this project.

Article 14 – 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 15 – 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, 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 16 – 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. Both Parties understand that the Consequences of termination will end up in cancelling the whole project and returning the grant.

Article 17 - 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 18 – Amendments

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

Article 19 – 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 20 – 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: Slovenska narodna galeria
Riečna 1, 815 13 Bratislava, Slovakia

For the Project Partner: Sørlandets Kunstmuseum /Kunstsilo
PB 662, N-4666 Kristiansand, Norway

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 21 – Governing law and settlement of disputes

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

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

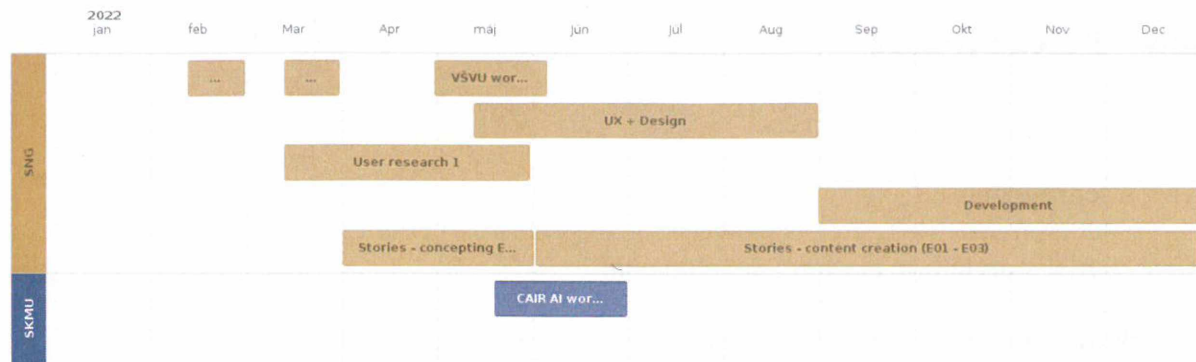
For the Project Partner

Signed in..... on Signed in..... on

Alexandra Kusa, PHD.
Director General
Slovak National Gallery

Reidar Fuglestad
Director General
Sørlandets Kunstmuseum / Kunstsilo

EEA grants - Roadmap 2022 - 2023



January – June 2022

Kick off meeting // February

- online SNG and SKMU members of the teams

SNG

A1 // Internal workshop - march 2022

A1// User research - march - may 2022

A2// Defining the six stories and specifying the content - april 2022

A2// Students workshop//brainstorming in cooperation with AFAD (VŠVU) - may 2022

A3// Defining the content of educational videos - april 2022

A3// Subtitling existing videos for SKMU use

A6// press release

SKMU

A1// User research in cooperation with SNG

A4// Workshop AI for culture with CAIR AI lab and commissioned application developer – SNG participants if covid situation ok - may/june 2022

July – December 2022

SNG

A1 // User research

A2 // Digital storytelling platform development

A3// Workshop for SNG and SKMU educators - october/november 2022

A3// Creating audiovisual materials

SKMU

A4// W2a, W2b.SKMU & CAIR (SNG online), Setting goals, AI module structure for the two main user groups; research specialist/curator, and the public online interaction with the collections

January – June 2023

SNG

A2// Workshop for all partners – web writing and editorial

A2// Beta version and user testing of digital storytelling platform

A3// Audiovisual materials with educational content completed (3)

SKMU

A4// AI app development - Beta version of AI app

July – November 2023

SNG

A2// Release of the digital storytelling platform

A5-6// closing event with the participation from SKMU

SKMU

A4// testing of the app

A4// release of the AI app

K27covers cost for fees for AI expert - workshops

C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	PROJECT BUDGET - DIRECT EXPENDITURE													
2	SLOVENSKÁ NÁRODNÁ GALÉRIA / SLOVAK NATIONAL GALLERY						Direct Expenditure:		199 925 €					
3	Sørlandets kunstmuseum / Kunstsilo						Indirect Costs:							
4	Vysoká škola výtvarných umení v Bratislave						Reserve:							
5	Senter for forskning på kunstig intelligens, University of Agder						In-kind contributions:							
6							Total Eligible Expenditure:		199 925 €					
7														
9	Unit	Quantity	Unit Costs	Total Amount	Type of Expenditure	Activity	Budget Heading	Incurred by	Comments	Activities Titles (helper)				
23	set	1	2100	2100	Costs entailed by other contracts	Activity5	Current expenses - other	Partner1	covers expert fees - speakers (e.g. Cultural AI Netherland..)	Public / online events				
24	set	1	750	750	Costs entailed by other contracts	Activity5	Current expenses - other	Partner1	covers cost for public webinar promotion	Public / online events				
25	set	1	5850	5850	Cost of staff assigned to the project	Activity4	Current expenses - on staff	Partner1	covers partial salaries of SKMU employees involved in workshops, app development, research and other activities	AI Research and App				
26	set	1	2726	2726	Travel and subsistence allowances for staff	Activity4	Current expenses - travel	Partner1	travel expenses for 2 SNG representatives participating at one workshop	AI Research and App				
27	set	1	4230	4230	Costs entailed by other contracts	Activity4	Current expenses - other	Partner1	covers cost for fees for AI expert - workshops	AI Research and App				
28	set	1	42920	42920	Costs entailed by other contracts	Activity4	Current expenses - other	Partner1	covers the AI application development, design, programming and integration to digital collections	AI Research and App				
29	set	1	800	800	Costs arising from project contract	Project Management	Current expenses - other	Partner1	partner selected this option for auditing accounts	Project Management				
111														
112														
113														
114														
115														
116														
117														
118														
119														
120														
121														
122														
123														
124														
125														
126														
127														
128														
129														
130														
131														

Applicant

Budget

Overview

Lists

Vyhľadávany pojem napíšte sem

4°C Cloudy

18:28

24.1.2022

Interim payments must be proved by following accounting documents:

Expert fees – contract and the payment transfer; external services – order or contract, invoice and the payment transfer; salaries – hours spent on the project and salary sheets