

**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

Senter for forskning på kunstig intelligens, University of Agder

Address: Jon Lilletunsvet 9, 4879 Grimstad, Norway, ID No.: 970546200

Represented by: Jorunn Mona Skofteland Gislefoss, Faculty of Engineering and Science, Faculty

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 “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.
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.

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. 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.

4. 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:

Morten Goodwin, morten.goodwin@uia.no ; tel. +47 95248679

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 will supervise the payment for the Project Partner's services. The payment will be made through the main Project Partner - Sørlandets kunstmuseum / Kunstsilo – responsible person: Torill Haugen torill@skmu.no .

Article 5 – Obligations of the Project Partner

1. The Project Partner is responsible for the performance of the following activities and tasks assigned to it in accordance with this Agreement:

Participation and knowledge sharing at two workshops focused on AI modules research, comparing expectations up against different modules like pattern recognition and machine learning, comparing AI projects, the use of different modules, analysing structure for research specialists/curators and for the general public and their interaction with the collection:

Workshop 1 – expected date May/June 2022

Workshop 2 - expected date Fall 2022

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) 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;

- (c) 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 - 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.

Article 7 – 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 8 - 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 9 – Amendments

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

Article 10 – 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 11 – 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: Senter for forskning på kunstig intelligens, University of Agder

Jon Lilletunsvei 9, 4879 Grimstad, 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 12 – 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 three originals, of which the Project Partner has received one and the Project Promoter two.

For the Project Promoter

For the Project Partner

Signed in..... on

Signed in..... on

Alexandra Kusa, PhD.
Director General
Slovak National Gallery

Jorunn Mona Skofteland Gislefoss
Faculty Director
Faculty of Engineering and Science,
University of Agder