

**Partnership Agreement  
for  
donor partnership projects**

between

**Spojená škola Novohradská**  
Novohradská 9, 82109 Bratislava, Slovakia  
Registration Number: 36075213  
Tax Identification Number: 2021922452  
Represented by Mgr. Jana Trúsiková, PhD.  
hereinafter referred to as the "Project Promoter"

and

**Kristiansand Katedralskole Gimle**  
Jegersbergveien 1, 4630 Kristiansand, Norway  
Registration Number: 921707134  
Tax Identification Number: SPRONO22XXX  
Represented by Gunvor Birkeland  
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  
*"Future Innovations in Teaching Science Today"*  
funded under the Norwegian Financial Mechanism Programme  
BIN SGS02**

## PREAMBLE:

The overall objectives of the Norwegian Financial Mechanism 2014-2021 are to contribute to the reduction of economic and social disparities in the European Economic Area and to strengthen bilateral relations between Norway and the Beneficiary States through financial contributions in the priority sectors.

In order to implement green innovations into the area of industry and everyday life, the society needs to have top scientists with high-quality education to design such innovations. This Project provides an opportunity for secondary school students in Norway and Slovakia to cooperate and learn how to do scientific work by creating conditions for working on complex scientific projects and experiments. Modern school curricula that reflect the scientific progress require a modern laboratory where students can learn how to work with advanced measurement equipment. With a modern laboratory, teachers of the Project Promoter will be able to cooperate with teachers of the Project Partner in order to implement the newest teaching approaches regarding sciences and will be able to prepare students for their university studies and career in science where international cooperation is a must.

The proposed Project is intended to innovate the educational process of teaching natural sciences at a secondary school in order to provide students with an opportunity to cooperate with one another on an international level as far as scientific work is concerned. The current laboratory conditions do not reflect the progress that has taken place in science, do not allow students to do various elaborate experiments, and are inadequate regarding distance learning demands. By renovating the school's science laboratory and purchasing advanced equipment for advanced measurements to meet the requirements of modern curricula, students will be enabled to gain experience and advance their practical skills in the field of scientific work. Moreover, they could share their experience, learn about remote scientific collaboration, find new friends, prepare themselves for science studies at university level, and increase their future employability.

## 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 objective of the Project is to provide students with an opportunity to cooperate with one another on an international level concerning scientific work. Current conditions of a science laboratory of the Project Promoter do not allow doing more complex scientific projects with students from other schools and do not meet the needs of distance learning. By renovating the science laboratory to meet the requirements of modern curricula, students will be enabled to gain experience and enhance their

practical skills. Students will thus be able to cooperate with the students of the Project Partner on various projects and experiments.

3. The Parties shall act in accordance with the legal framework of the Norwegian Financial Mechanism 2014-2021, namely with the Regulation on the implementation of the 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.
4. 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 end of the Project implementation is on December 1<sup>st</sup> 2023.

#### **Article 3 – Main roles and responsibilities of the Parties**

1. The main role of the Project Promoter is to create conditions for students to work in a modern school laboratory and to cooperate with the Project Partner on an international level as far as scientific work is concerned. Specifically, the Project Promoter is to realise the Project and its particular stages, to plan any student activities connected to science projects that are possible to be conducted in terms of Slovak and Norwegian school curricula, to schedule and lead workshops concerning the implementation of the Project and reflection of the gained experience, handle all communication associated with the project both between the partners and with the public.
2. After acquiring financial means the Project Promoter will renovate the science lab and purchase advanced equipment for advanced measurements (a spectrophotometer, multi measurement devices, etc.) to meet the requirements of modern curricula, especially those that focus on analyses of the environment and green experiments.
3. The Project Partner will work on various science projects and experiments with their Norwegian counterparts if the school curricula of both parties allow it and share their experience with the intention to work on new and effective teaching approaches regarding teaching science.
4. The main role of the Project Partner is to provide conditions and opportunities for its students to cooperate and work with their Slovak counterparts on various projects and experiments in the school learning process. To illustrate, different student groups will work on and manage different stages of an experiment, share their findings essential for another group's progress, and learn how to present the results of their international co-operation. Such projects and experiments will be discussed, co-ordinated, and implemented in the school learning process together by science teachers employed by the Project Promoter and the Project Partner. The project will become a platform on which both sides can build their co-operation with the intention to help Norwegian and Slovak students prepare for their university studies and future careers and to help their teachers with sharing teaching approaches and skills.

5. In addition, the Partner is to coordinate student activities and science projects connected to the Project, to consult the implementation of modern teaching approaches, and to provide students' and teachers' feedback regarding the Project.
6. The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this Agreement.
7. 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.
8. 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.
9. 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.

#### **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 is to handle the financial and accounting aspects of the Project.
3. The Project Promoter is to facilitate communication between the Project Promoter's and the Project Partner's students and teachers in connection to the Project's needs.
4. The Project Promoter is to design science activities and projects reflecting the school curricula employed by the Project Promoter and the Project Partner.
5. 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 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 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) ensure that the Project Partner promptly receives all assistance it may require for the performance of its tasks;
6. The Project Promoter is to organise workshops on a regular basis throughout the course of the project. The nature of the workshops will be focused mainly on the creation of new school curricula regarding science education of secondary school students and implementation of modern school curricula reflecting the new possibilities offered by the Project. At least one workshop will consist of training school staff how to operate new equipment so that teachers can transition to and help their students with contemporary science projects with ease and as soon as possible and so that they will be prepared to use the equipment's features regarding electronic communication in case of the recurrent necessity to provide distance learning.

#### **Article 5 – Obligations of the Project Partner**

1. The Project Partner is to:
  - (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) keep all supporting documents regarding the Project for at least three years from the NMFA's approval of the final programme report;
  - (d) effectively participate in promoting the objectives, activities and results of the Financial Mechanism as well as the Donor's contribution to reducing economic and social disparities in the European Economic Area;
  - (e) consult the timetable of the students' science activities and projects related to the Project with the Project Promoter;
  - (f) provide conditions for the Project Partner's students to work on projects and cooperate with the Project Promoter's students;
  - (g) to provide a feedback report before the end of the Project.

#### **Article 6 – Project budget and eligibility of expenditures**

1. The detailed total Project budget is fixed in Annex 1.
2. The Project Partner renounces to claim any financial amount from the Project budget.

#### **Article 7 – Financial management and payment arrangements**

1. The Project Promoter is responsible for financial management of the Project.
2. Based on the agreed Project budget and the nature of the Project, no financial costs shall arise on the side of the Project Partner. Therefore, there will be no payment arrangements between the Project Promoter and the Project Partner.

#### **Article 8 – Proof of expenditure**

1. Based on the agreed Project budget and the nature of the Project, no financial costs shall arise on the side of the Project Partner. The Project Partner renounces to claim any financial amount from the Project budget. Therefore, no proof of expenditure on the side the Project Partner will be required.

#### **Article 9 – Progress and financial reports**

1. Based on the agreed Project budget and the nature of the Project, no financial costs shall arise on the side of the Project Partner. The Project Partner renounces to claim any financial amount from the Project budget. Therefore, there will be no reporting obligations of the Project Partner.

#### **Article 10 – Audits**

1. Based on the agreed Project budget and the nature of the Project, no financial costs shall arise on the side of the Project Partner. The Project Partner renounces to claim any financial amount from the Project budget. Therefore, any audit carried out in line with Chapter 11 of the Regulation will be done on the side of the Project Promoter.
2. The Project Promoter shall provide full and prompt cooperation to any persons performing audits or on-the-spot verifications carried out in line with Chapter 11 of the Regulation. In particular, the Project Promoter shall procure that the persons performing audits or on-the-spot verifications according to Chapter 11 of the Regulation shall upon request be granted prompt, full and unimpeded access to all information, documents, persons, locations and facilities, public or private, relevant to the audit or the verification.

#### **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**

1. Adhering to the Data Protection Act 1998 (DPA) and the General Data Protection Regulation (GDPR), each Party shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly and shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of that Party, except to such persons and to such extent as may be necessary for the performance of this Contract or except where disclosure is expressly permitted by this Contract or required by law.

#### **Article 14 – Intellectual property rights**

1. The ownership of work, materials and other results produced under the Agreement and the use thereof will be assigned to both Parties.

#### **Article 15 – Liability**

1. Each party of this Agreement shall exonerate the other from any liability for damages suffered by the Party or its staff as a result of performance of this agreement.

#### **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, 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 electronically:  
For the Project Promoter:  
Igor Oravec  
oravec@gjh.sk  
For the Project Partner:  
Bjørnar Mæland  
bjornar.maeland@kkg.vgs.no
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.

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

For the Project Promoter

Signed in *Bartolotta* on *20.08.2022*

For the Project Partner

Signed in *London* on *15/8-22*

*[Signature]*

Mgr. Jan  
the P

*[Signature]*

**Annex 1 to the Partnership Agreement  
for the implementation of the Project  
“Future Innovations in Teaching Science Today”  
funded under the Norwegian Financial Mechanism Programme BIN SGS02**

**Project Budget**

Serial number	Expenditure item	Unit	Unit price	Quantity	Required grant amount
1	Construction Works	Project	13 000,00	1,00	13 000,00 €
2	Spectrophotometer	Piece	1 200,00	1,00	1 200,00 €
3	Multi Measurement Device	Set/Ensemble/Pack	3 000,00	1,00	3 000,00 €
4	Magnetic stirrer	Piece	170,00	6,00	1 020,00 €
5	Chemical Substances	Project	1 000,00	1,00	1 000,00 €
6	Opening Conference	Project	100,00	2,00	200,00 €
7	Furnishing of the Lab	Project	22 000,00	1,00	22 000,00 €
8	Project Management	Project	3 800,00	1,00	3 800,00 €
9	Project Promotion	Project	300,00	1,00	300,00 €
10	Closing Conference	Project	150,00	2,00	300,00 €
11	Heating Magnetic stirrer	Piece	640,00	1,00	640,00 €
12	Indirect costs	Project	570,00	1,00	570,00 €

**Total amount – 47 030,00 €**

v Bratislave, 11.08. 2022  
Reg. číslo: sekr.: .....

## Plnomocenstvo

podľa § 31 a nasl. zákona č. 40/1964 Zb. Občianskeho zákonníka v znení neskorších predpisov

**Splnomocniteľ:** Obchodné meno/názov: Spojená škola  
Sídlo: Novohradská 3  
IČO: 36075213  
Za splnomocniteľa koná: Mgr. Jana Trúsíková, PhD.  
Bydlisko: Višňová 41, 900 45 Malinovo  
Dátum narodenia: 26.5.1980  
(ďalej aj len ako „Splnomocniteľ“)

týmto splnomocňuje

**Splnomocnenca:** Obchodné meno/názov: Spojená škola  
Sídlo: Novohradská 3  
IČO: 36075213  
Za splnomocnenca koná: Mgr. Renáta Karácsonyová  
Bydlisko: Račianska 65, 831 02 Bratislava  
Dátum narodenia: 02.10.1964  
(ďalej aj len ako „Splnomocnenec“)

na vykonanie nižšie uvedených úkonov súvisiacich s poskytnutím grantu z Nórskeho finančného mechanizmu a štátneho rozpočtu SR pre projekt s názvom "Budúce inovácie v učení vedy už dnes", kód BIN SGS02\_0, ktorý bol predložený Spojenou školou, Novohradská 3, 8210 9 Bratislava v rámci Výzvy schémy malých grantov na predkladanie žiadostí o projekt na podporu inštitucionálnej spolupráce medzi inštitúciami vysokoškolského vzdelávania, strednými školami a súkromným sektorom (Kód výzvy BIN SGS02)

Na všetky úkony spojené s uzavretím projektovej zmluvy;

1. na všetky ostatné úkony spojené s realizáciou projektu a s výkonom projektovej zmluvy v súvislosti s predložením predmetného projektu.

Plnomocenstvo zanikne ukončením platnosti a účinnosti projektovej zmluvy, ukončením výkonu funkcie splnomocnenca alebo z dôvodov uvedených v § 33b a nasl. zákona č. 40/1964 Zb.

Splnomocnenec nie je oprávnený práva a povinnosti z tohto plnomocenstva preniesť na inú osobu. Splnomocnenec je povinný k svojmu podpisu uviesť údaj "na základe plnomocenstva zo dňa 11. 8. 2022".

V prípade viacerých splnomocnencov sú oprávnení konať a podpisovať vo vyššie uvedených úkonoch každý samostatne.

V Bratislave dňa 11.8. 2022

Splnomocniteľ  
Mgr. Jana Trúsíková, PhD.

Splnomocnenie prijíma

V Bratislave dňa 11.8. 2022

...  
Splnomocnenec  
Mgr. Renáta Karácsonyová




OSVEDČENIE O PRAVOSTI PODPISU NA LISTINE  
(LEGALIZÁCIA)

Osvedčujem, že: Mgr. Jana Trúsiková, PhD., dátum narodenia: 26.05.1980, rodné číslo: 805526/6164, pobyt: Višňová 947/41, Malinovo, Slovenská republika, ktorého(ej) totožnosť som zistil(a) zákonným spôsobom: doklad totožnosti - občiansky preukaz, číslo: MJ840331, listinu predtým mnou vlastnoručne podpísal(a). Poradové číslo knihy osvedčenia pravosti podpisov: O 708827/2022.

Bratislava - mestská časť Ružinov dňa 11.08.2022



  
Zuzana Gamos  
zamestnanec  
poverený notárom

Upozornenie:

Notár legalizáciou neosvedčuje pravdivosť  
skutočností uvádzaných v listine  
(§ 58 ods. 4 Notárskeho poriadku)