

Agreement on the provision of contribution
to the participant in the bilateral initiative “Living monasteries – work trip. UK’23”
number 1677-2/2023
concluded pursuant to Section 269(2) of Act No 513/1991 Coll. Commercial Code, as
amended (hereinafter referred to as the “Agreement”)

between

Provider:

The Monuments Board of the Slovak Republic
Registered Board: Cesta k Červenému mostu 6, 814 06 Bratislava, Slovak Republic
ID NO: 317 551 94
Statutory body: Ing. arch. Pavol Ižvolt, PhD., Director General
Bank: State Treasury
Account number in the form of IBAN: 70 000 68 939/8180
(hereinafter referred to as the “Provider”)

and

Beneficiary:

First and last name: Johan Sigfred Helberg
Residence: Hangerslettveien 489, 7070 Bosberg, Norway
Date of birth:
ID number:
Bank connection:
Account number in the form of IBAN:
Representing partner institution: Fortidsminneforeningen, National Trust of Norway
(here in after referred to as “the Beneficiary”)

(the Contractor and the Beneficiary hereinafter collectively referred to as the “Parties”)

Article I.
Introductory provisions

1. The Parties conclude this Agreement in order to provide the beneficiary participating in the bilateral initiative “Living monasteries – work – work. UK’23” (hereinafter referred to as “the initiative”) on behalf of the partner institution with a share of the contribution allocated to the Monuments Board of the Slovak Republic under Agreement on Contribution No 1677/2023 of 16th August, 2023 to implement the initiative in cooperation with Norwegian partner institutions in accordance with the Declaration of Partnership between the Provider, Norsk Kulturvarv and Fortidsminneforeningen.

2. The Parties agree that the corresponding part of the allowance (hereinafter referred to as the “contribution”) will be used to cover the necessary expenses incurred by the beneficiary during his business trip to the UK in accordance with the Study Trip Plan (hereinafter “the place of travel”), which is the subject of the initiative, i.e. the contribution will be used to cover transport costs to/from the UK, as well as accommodation and meals in the UK between 25th September and 2nd October, 2023 (collectively referred to as “travel refunds”).

3. The Parties are aware that the initiative is funded under the programme “Entrepreneurship in Culture, Cultural Heritage and Cultural Cooperation” from the Fund for Bilateral Relations through the EEA Financial Mechanism and the Norwegian Financial Mechanism for the years 2014-2021 (hereinafter referred to as “EEA and NFM FM”), as a result of which the implementation of the initiative, in addition to the treaties, generally binding legal regulations of the Slovak Republic and legislation of the European Union (hereinafter referred to as “Slovak and EU legislation”) is also regulated by regulations issued by the contributing States and regulations issued by the National Contact Point or the Certification Body in accordance with materials approved by the Government of the Slovak Republic. The sets of these rules form the legal framework of the EEA FM and the NFM and the Implementation Rules.

Article II.

Subject matter of the Agreement

1. The subject-matter of this Agreement is the obligation of the Contractor to provide an allowance for the reimbursement of the Beneficiary’s travel expenses during a business trip to the UK under the conditions laid down by the Agreement.

2. The subject of this Agreement is the obligation of the beneficiary to participate properly on a business trip to the UK and to comply with the conditions for granting the contribution laid down in this Agreement, within the legal framework of the FM EEA and NFM, in the Implementation Rules and in accordance with Slovak and EU legislation.

Article III.

Amount and method of granting the contribution

1. The Contractor undertakes to provide the Beneficiary with a contribution to travel refunds to the extent of:

a) the cost of accommodation and meals (including any other related costs, such as entrance fees to the sites identified under the Study Trip Plan), in the amount of:

i. EUR 276/day (in words: two hundred and seventy-six euros) for each day of a trip requiring an overnight stay; or

ii. EUR 138/day (in words: one hundred and thirty-eight euros) for each day of the trip without the need for an overnight stay;

according to the number of working days, i.e. 7 days with overnight stay + 1 day without overnight stay – totalling EUR 2070; as well as

travel costs, including the cost of a return ticket from the place of residence of the beneficiary to the place of business and return, provided that it takes place between 25th September and 2nd October 2023, up to a maximum of EUR 700, as well as transport costs within the UK within the frame of the Study Trip Plan.

2. The Beneficiary acknowledges that the amount of travel refunds cannot be changed.

3. The Contractor undertakes to make the contribution to the Beneficiary through a mechanism which combines the direct payment for the services procured (accommodation, air and other transport) from the Service Provider's level and the non-cash payment of the remainder of the travel refunds to the Beneficiary's account specified in this Agreement, as follows:

a) Accommodation at the location of the business trip (in specific places of implementation of the initiative according to the Study Trip Plan) will be provided by the provider, i.e. the provider, as the person responsible for the implementation of the initiative, facilitating the accommodation operator and paying directly to the accommodation operator the corresponding amount for the accommodation of the beneficiary.

B) The Provider shall then pay on behalf of the Beneficiary the remainder of the costs pursuant to paragraph 1(a) of this Article, i.e. the costs pursuant to paragraph 1(a) of this Article, after deduction of the amount of accommodation procured by the Provider pursuant to the preceding subparagraph, which shall be used by the Beneficiary to cover meals and any other related business travel costs.

C) Travel costs shall be borne by the Contractor in such a way that he directly procures and reimburses for the recipient the return ticket from the place of residence of the recipient to the place where the business trip takes place and at the same time arranges transport within the UK within the frame of the Study Trip Plan.

4. By fulfilling the Contractor's obligations under the preceding paragraph, the contribution shall be deemed to have been duly provided and paid to the beneficiary.

5. The Beneficiary agrees with the above mechanism and undertakes not to make any other claims against the Provider in connection with the implementation of the Initiative.

6. Financial relations between the beneficiary and the partner which is his employer are not covered by this Agreement.

Article IV.

Other conditions for granting the contribution

1. The Recipient undertakes to provide the Provider with all necessary assistance, in particular to provide the Provider with all the data necessary for the implementation of the subject of this Agreement in the scope of name, surname, residence, date of birth, ID number and valid passport.

2. The Provider undertakes to use the data submitted by the Beneficiary only to the extent and time necessary to fulfil the subject of this Agreement, as well as for the purpose of checking from the level of the Programme Manager or other authorised entities within the meaning of the Contribution Agreement No. 1677/2023 of 16. 8. 2023

3. The beneficiary hereby declares to have familiarised themselves with the content of the initiative and its objectives, including the Study Trip Plan, as well as its intended results and deliverables, and undertakes to make every effort to achieve them.

4. In relation to the need for a contribution statement, the beneficiary undertakes to submit to the Contractor all necessary documents proving the implementation of the expenditure by the beneficiary, in particular the boarding pass in paper or electronic form, a statement of account confirming the receipt of the remainder of the contribution pursuant to Article III(3)(b) of the Agreement, as well as to draw up and submit to the Contractor a report from the business trip. If further documents are requested from the level of the Programme Manager, the Beneficiary shall provide all necessary assistance, even if not specified in this Agreement.

Article V.

Other conditions for granting the contribution

1. The Parties agree that any disputes arising from this Agreement shall be settled amicably as a matter of priority. In the event that a settlement cannot be reached, the parties shall submit their dispute to the substantive and locally competent court in the Slovak Republic.

2. This Agreement is drawn up in 3 copies, of which 1 is intended for the recipient and 2 copies are intended for the provider.

3. All beneficiary documents submitted to the Contractor must be signed and translated into English.

4. The parties declare that their will expressed in this Agreement is free and serious, the text of the Agreement has been properly read and understood, they do not conclude the Agreement in distress or under noticeably unfavourable conditions, and their contractual freedom is not otherwise restricted. Their wish to be bound by this Treaty shall be expressed by the Parties by their signatures in this Agreement.

For the provider:

Beneficiary:

In Bratislava on.....

In..... On.....

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Ing. arch. Pavol Ižvolt, PhD.,

Johan Sigfred Helberg

Director-General