

Partnership Agreement  
for  
donor partnership projects

between

Spojená škola, Novohradská 3, Bratislava  
(Spojená škola, Novohradská 3, Bratislava Secondary School)

Novohradská 3, 82109 Bratislava, Slovakia

Registration Number: 36075213

Tax Identification Number: 2021922452

(State budgetary organisation)

Represented by Mgr. Renáta Karácsonyová  
hereinafter referred to as the "Project Promoter"

and

Menntaskólinn í Reykjavík

(Reykjavik School of Education)

Lækjargötu 7, 107 Reykjavík, Iceland

Registration number: 4602692091

(State budgetary organisation)

Represented by Sólveig G. Hannesdóttir  
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  
*"Science at School in Iceland and Slovakia"*  
funded by the EEA and Norway Grants 2014 – 2021  
BIN BF02\_2021\_007

## PREAMBLE:

The purpose of the Fund for Bilateral Relations is to provide financial support to institutions in the Slovak Republic and the Donor states (Iceland, Liechtenstein, Norway) in initiatives that enable mutual exchange of experience and strengthening bilateral cooperation in the European Economic Area.

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 to establish a partnership between an Icelandic school and Slovak school and create a platform for future cooperation on an international level. The Project seeks to create an opportunity for the Science teachers of both schools to meet in person and strengthen bilateral relations. Based on the experience, partnerships are best established in person as the ice between strangers breaks more easily, and even though the Covid era deepened online communication, there is nothing better and more real than visiting one's partners and the premises where they teach.

Through the initiative the Project Promoter's Science teachers are to visit their Icelandic counterparts at their school, participate in discussions and networking events to learn and exchange know-how. Such an opportunity would allow teachers from both Iceland and Slovakia to meet and discuss intricacies of teaching Science in their respective environments. Such cooperation is needed in order to implement the newest teaching approaches regarding sciences and to prepare students for their university studies and career in science.

## 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 establish a partnership between Parties and create a platform for future cooperation on an international level. The Project seeks to create an opportunity for the Science teachers of both Parties to meet in person and strengthen bilateral relations. By comparing Icelandic and Slovak national curricula for Science, specifically Chemistry, sharing acquired teaching knowledge, and explaining the intricacies of teaching Science in their particular country, the Science teachers of both Parties will be able to exchange know-how, and thus to further their teaching skills as well as to improve overall quality of education regarding the scientific field.
3. The created platform will also provide opportunities for future cooperation between Icelandic and Slovak students via teacher- and student-designed projects in order for students to share their experience, learn about remote scientific collaboration, and find new friends – all crucial aspects of students' future university studies and career in sciences.
4. 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.

5. 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 September 30<sup>th</sup> 2023.

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

1. The main roles of the Parties are to initiate and facilitate communication in order to establish future co-operation between Icelandic and Slovak teachers and students, to participate in networking events and discussions regarding teaching Science, with the focus on Chemistry, in Iceland and Slovakia, to share knowledge regarding teaching in the Parties' countries, and, finally, to handle all communication associated with the Initiative towards the teachers and students of both Parties.
2. The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this Agreement.
3. 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.
4. 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.
5. 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.
6. The Project Manager on the side of the Project Promoter is Mr Zdenko Tarasovič. The Project Manager on the side of the Project Partner is Ms Jóhanna Arnórsdóttir. Both Project Managers will serve as contact point for all exchanges of communication, documentation and materials between the Parties.

#### **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 send 4 of its employees to visit the Partner's premises. These employees will attend networking events and discussions organised by the Partner, will present the Slovak curriculum for Science, specifically Chemistry, share particular approaches and knowledge on how to conduct particular science experiments in class at an upper secondary school in Slovakia with the Partner.
3. The Project Promoter is to prepare a paper on main differences between Slovak and Icelandic Chemistry curricula taught by Parties that will be shared with the Partner.
4. The Project Promoter is to handle the financial and accounting aspects of the Project.
5. The Project Promoter is to facilitate communication between the Project Promoter and the Project Partner.
6. 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 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.

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

1. The Project Partner is to:
  - (a) organise networking events and discussions during the project Promoter's visit
  - (b) present the Icelandic national curriculum for Science with the focus on Chemistry
  - (c) share particular approaches and knowledge on how to conduct particular chemical experiments in class at an upper secondary school in Iceland
  - (d) to provide supervised access to a school chemical laboratory, and, if the conditions and safety measures during the Project Promoter's visit permit it, to allow the Project Promoter's employees to observe a Chemistry class and practical experiments done by students of the Partner.

- (e) 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) 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 I.
2. The Project Partner renounces to claim any financial amount from the Project budget.
3. Indirect costs are all eligible costs that cannot be identified by the Project Promoter as being directly attributed to the project but which can be identified and justified by its accounting system as being incurred in direct relationship with the eligible direct costs attributed to the project. They may not include any eligible direct costs. Indirect costs of the project shall represent a fair apportionment of the overall overheads of the Project Promoter. Project promoter identifies their indirect costs according to the following method – a flat rate of up to 15% of direct eligible direct personal expenses without there being a requirement for the Programme Operator to perform a calculation to determine the applicable rate.

#### **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.
3. All amounts shall be denominated in the euro (EUR). The reporting currency of incurred expenditure is set by the Programme Promoter to be the euro (EUR) as the beneficiary state local currency. Any expenditure incurred by the Project Partner whose local currency is the krone (NOK) shall be converted into the reporting currency according to the valid exchange rate as recorded by the European Central Bank, valid on the day/month in which the expenditure was incurred.

#### **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.
2. Report of the independent and certified auditor or independent and competent public official according to Article 8.12.4 of the Regulation confirming that the declared expenditure has been incurred in accordance with the Regulation, the national legislation and accounting

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: Zdenko Tarasovic tarasovic@gjh.sk  
For the Project Partner: Jóhanna Arnórsdóttir johannaa@mr.is
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.
3. If an amicable resolution is not possible to achieve, the parties agree upon referral to mediation by an impartial third party, to be agreed by both parties. The costs related to this dispute shall be borne by each Party individually.
4. Failing amicable settlement, the District Court Bratislava I shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.

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

For the Project Promoter

Signed in Bratislava on 14.09.2023

For the Project Partner

Signed in Reykjavík on 14/9 2023

the Head of School

Mgr. SKOLÁ  
Mgr. J. H. Hrončík  
Škola Bratislava  
Bratislava 3, 821 09 Bratislava 20  
IČO: 36 073 212 DIČ: 2021922432

the Head of School

Annex I to the Partnership Agreement  
for the implementation of the Project  
*"Science at School in Iceland and Slovakia"*  
funded under the EEA Financial Mechanism Programme  
BIN BF02\_2021\_007

**Project Budget**

The following budget items are all incurred by the Project Promoter

Serial number	Budget Item	Unit	No. of units	Unit costs (EUR)	Total item costs (EUR)	Expenditure category	Description / Justification
1	Travel Costs	Person	4	€ 450	€ 1800	Travel and subsistence allowances	The travel costs from Project Promoter's place of location to activity venue (Iceland) and return
2	Subsistence Costs	Person/Day	16	€ 349	€ 5584	Travel and subsistence allowances	The costs calculated for 4 people staying 4 days and 4 nights in Iceland
3	Subsistence Costs	Person/Day	4	€ 175	€ 700	Travel and subsistence allowances	The costs calculated for 4 people and the final day of their stay in Iceland
4	Networking Events	Item	1	€ 800	€ 800	Costs of consumables and supplies	The costs of networking events
5	Analysis Study	Item	1	€ 500	€ 500	Cost of staff assigned to the project	The costs related to creating the analysis study required by the initiative

**Total amount – € 9384**

