

# **Partnership Agreement for donor partnership projects**

between

## **The Monuments Board of the Slovak Republic**

Address: Cesta na Červený most 6, 814 06 Bratislava, Slovak Republic

Represented: Ing. Arch. Pavol Ižvolt, PhD., general director  
hereinafter referred to as the “Project Promoter (PPR)”

**and**

## **Norsk Kulturvav/ Norwegian Heritage Foundation**

Address: Edvard Storms veg 4, 2680 Vågå, Norway

Represented: Erik Lillebråten, Director  
hereinafter referred to as the “Project Partner (PPA1)”

**and**

## **Fortidsminneforeningen - National Trust of Norway**

Address: Dronningens gate 11, N-0152 Oslo, Norway

Represented: Ola H. Fjeldheim, Director  
hereinafter referred to as the “Project Partner (PPA2)”

**and**

## **Riksantikvaren – Directorate for Cultural Heritage**

Address: Dronningens gate 13, Postbox 1483 Vika, 0116 Oslo, Norway

Represented: Hanna Geiran, general director  
hereinafter referred to as the “Project Partner (PPA3)”

hereinafter referred PPA1 and PPA2 and PPA3 to as “Project Partners”

hereinafter referred to individually as a “Party” and collectively as the “Parties”

**for the implementation of the Project  
“Preventively and actively together”**

**Short “PAAT”  
funded under the Fund for bilateral relations at the  
national level, co-financed from the EEA Financial  
Mechanism and the Norwegian Financial Mechanism  
for the years 2014-2021.**

**PREAMBLE:**

The Parties state that they have the cooperation by establishing a legal partnership in order to prepare the project: “Preventively and actively together - PAAT” whose main goal is to strengthen bilateral cooperation between Norway and Slovakia, especially in the field of culture and restoration of monuments. The initiative will further expand the bilateral dimension of two predefined projects implemented in this program period - Pro Monumenta II and the Red Monastery - reborn within the Culture program. It will extend their bilateral dimension, including networking and sharing of experience and best practice also with other selected EEA countries (Beneficiary States). The initiative will also focus on assessing the impact of preventive maintenance in the protection of cultural heritage, with the aim of formulating recommendations for further bilateral and multilateral cooperation and the extension of the Pro Monumenta concept. The initiative includes 4 main activities, which contribute to strengthening not only bilateral but also multilateral relations.

**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.
2. The Parties shall act in accordance with the legal framework of the [EEA/Norwegian] Financial Mechanism 2014-2021, namely with the Regulation on the implementation of the [EEA/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.
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 Partners has discharged in full its obligations towards the Project Promoter as defined in this Agreement.

**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. The Project Managers who shall have operational responsibility for the implementation of the **PPR** is *head Department preventive maintenance of monuments* and for **PPA1** is *director Norsk Kulturarv/ Norwegian Heritage Foundation*, for **PPA2** is *head building protection department Fortidsminneforeningen - National Trust of Norway*, and for **PPA3** is *chief adviser Community Department Section for International Cooperation and World Heritage, Riksantikvaren*.

The contact point for all exchanges of communication, documentation and materials between the Parties on **PPR** side is Department preventive maintenance of monuments **Mr. Branislav Reznik** and on **PPA1** side is **Mr. Erik Lillebråten** and **PPA2** is **Mr. Frank Nodland** and for **PPA3** is **Mr. Andreas Skauen Pedersen**.

6. Partners, as part of their partnership, will focus on the following activities PAAT:



### **Activity I. Working together.**

- A. Sharing experiences and good practices during joint craft workshops, which will focus on the monumentally very honest restoration of a monastic house in red Monastery, following traditional craft practices.
- B. Promotion of the idea of preventive maintenance in Slovakia and Norway. In the framework of the project Pro Monumenta II, the Gutter Cleaning Day event (on one designated day, a gutter cleaning is carried out in the urban conservation area, preceded by local publicity) has proved to be one of the most effective ways of promoting preventive maintenance of monuments. In cooperation with Fortidsminneforeningen - National Trust of Norway, the Monuments Board SR will organise the event in Bratislava and then in the historic centre of Trondheim.
- C. Joint work on the design of the architecture of the application, helping the owner/manager of the monument with its maintenance.

### **Activity II. Disseminate together.**

Transfer of experience with the established model of preventive maintenance of monuments in Romania by experts from Slovakia, Norway and Lithuania. Representatives of The National Heritage Institutes from Romania, Pro Monumenta project inspired to introduce a similar system in their country. The activity will include a joint trip to Romania to present the mobile workshop and the whole concept of Pro Monumenta. Afterwards, we will host our Romanian colleagues in Slovakia to introduce them 3 traditional crafts centres.

### **Activity III. Inspire together.**

- A. Joint study trip of Slovak & Norwegian experts to monuments restored in the recent past in the Czech Republic (also the recipient country of EEA and Norway Grants), which has an excellent mastery of restoration technologies in the field of moisture removal in historic buildings (in cooperation with the Monuments Board of the Czech Republic). In recent years, the Czech Republic has restored a number of exceptional monuments, where many innovative procedures were used to remove rising moisture.
- B. International conference on preventive maintenance systems in selected EEA countries. Conference for colleagues from EEA Grants and Norway Grants Beneficiary states but also the EEA countries that already have a functioning preventive maintenance system (Netherlands, Belgium, UK, Lithuania, Germany...) to share experience, best practice and know how mainly on preventive maintenance system. The conference will be organized as high level conference for chiefs of conservation maintenance in the European countries along with a short "study visits" to regional sites.

#### **Activity IV. Evaluate the past to improve the future.**

Evaluation of Pro Monumenta I and II. The evaluation of the implementation of the two previous projects could also recommend some further activities in this framework, aiming at a synergy effect with the impact on the environment of monuments in the Slovak Republic. It is foreseen to commission an independent auditing company to carry out the evaluation, which would be given a specific assignment developed in cooperation with the partners of the initiative.

7. Project partners will be responsible for the active participation on all activities as described by the PAAT project, both in terms of the number of their representatives at the planned activities and their active roles within their implementation.

PPA1 will participate in the following activities in terms of the project: Activity I.A & C, Activity II. Activity III. A & B,

PPA2. will participate in the following activities in terms of the project: Activity I.A & B (as a co-organizer) & C, Activity II. Activity III. A & B,

PPA3 will participate in the following activities in terms of the project: Activity I. C, Activity II. Activity III. A & B,

All Project Partners will also be consulted on the exact terms Activity IV.

The estimated time frame, the number of representatives of the project partners as participants in the activities and the financial coverage of the specific activities mentioned above, which are covered by this contract, are listed in **Annex 1**.

#### **Article 4.**

##### **Obligations of the Project Promoter (PPR)**

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 PPR 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 Partners with access to all available documents, data, and information in its possession that may be necessary or useful for the Project Partners 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 Partners;

- (d) provide the Project Partners with a copy of the signed Project Contract, including any subsequent amendments thereof as of their entry into force;
- (e) consult the Project Partners 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 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 Partners 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 Partners promptly receives all assistance it may require for the performance of its tasks;

#### **Article 5.**

#### **Obligations of the Project Partners (PPA1 & PPA2 & PPA3)**

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

2. In addition to the above obligations, the both Project Partners 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 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 (5) years from the [FMC/NMFA]'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/Norwegian] 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 overall budget of the partner activities as well as the breakdown of the budget between the activities to be carried out by each party is set out in Annex 1.
2. Expenditures incurred by the Project Partners must be in line with the general rules on eligibility of expenditure contained in the Regulation, specifically Chapter 8 thereto.
3. The Project Partners undertake to consider the special provisions stated in the contract on the provision of contribution no. 1194/2024 and proceed within this framework. Special provisions regarding public procurement are:

The beneficiary is obliged to submit to the National Contact Point public procurement documentation according to the Implementation Rules before signing the contract with the successful bidder whenever the expected value of the contract exceeds 10,000 EUR. If the expected value of the contract does not exceed 20,000 EUR, the National Contact Point will notify the Beneficiary within a reasonable period of time whether it will carry out a public procurement review.

The recipient is obliged to submit to the National Contact Point public procurement documentation according to the Implementation Rules before signing the contract with the successful bidder whenever the expected value of the contract exceeds 20,000 EUR. The national contact point will notify the Recipient within a reasonable period of time whether the contract can be concluded.

The Beneficiary is obliged to submit a proposal for an amendment to the Contract before its conclusion whenever the expected value of the contract exceeds 10,000 EUR, and if the conclusion of the amendment is to result in a substantial change to the Contract. If the expected value of the contract does not exceed 20,000 EUR, the National Contact Point will notify the Beneficiary within a reasonable period of time whether it will review the draft amendment to the Contract.

The Project Partners undertake that in case of procurement of goods and services that individually exceed the limits specified in the special provisions, they will immediately inform the PPR Project manager

**Article 7.**  
**Financial management and payment arrangements**

1. The payment of the share of the project grant to the project partners will take the form of payment of incurred expenses (interim payments), according to the following schedule, which reflects the total amount of funds intended for individual project partners, the amount of the advance payment specified in the Contribution Agreement no. 1194/2024 and at the same time takes into account the schedule of activities and the participation of individual partners in them:

PPA1 - 50% from 51 914 EUR = 25 957 EUR

PPA2 - 35% from 84 030 EUR = 29 410,5 EUR

will be paid by PPR within 5 working days from the sending of the first part of the advance payment by the Program Operator.

The remaining part of the advance payment will be provided until November 14, 2024, up to 80% of the total eligible claims attributable to individual project partners, as follows:

PPA1 - 30% from 51 914 EUR = 15 574,2 EUR

PPA2 - 45% from 84 030 EUR = 37 813,5 EUR

The remaining 20% of the total estimated costs of the project partners' PPA1 and PPA2 activities will take the form of interim payments.

PPA3 will be paid an amount based on actually incurred expenses at the end of the project period up to a maximum of €12,246.

2. Interim payments shall be paid based on PPA1, PPA2 invoices calculating from actual costs incurred for the activity, which cannot exceed the amount of costs allocated in the project budget for the project partner. Payment claims shall be submitted to the PPR 30 days after end of activity, but no later than April 15, 2025, along with a confirmation from PPA1, PPA2 and PPA3 Project Manager that the claimed expenditures are in accordance with the principles and rules set forth in this Agreement.

3. Interim payments to the Project Partners shall, be made within 30 of working days from receipt of the Partner's payment claim, but no later than April 30, 2025.

4. All amounts shall be denominated in EURO. PPR will bear the exchange rate risk.

5. Payments to the Project Partners shall be made to the Project Partner's bank account denominated in NOK, identified as follows:

**PPA1:**

name of bank: **Den Danske Bank**

address of branch in full: **Postboks 4700 Torgarden, 7466 Trondheim** account holder: **Mr. Erik Lillebråten**

IBAN: **NO8586010542687**

BIC/Swift code: **DABANO22**

**PPA2:**

name of bank: **Nordea Bank Abp**

address of branch in full: **Dronningens gate 11, 0152 Oslo, Norway**

account holder: **Fortidsminneforeningen**

IBAN: **N06560110527651**



BIC/Swift code: **NDEANOKK**

PPA3:

name of bank: **DNB**

address of branch in full: **Dronning Eufemias gate 30, 0191 OSLO**

account holder: **Statens konsernkonto (SKK team) Contact person: Trine Kjelstad, kundeansvarlig Corporate Banking**

IBAN: **NO5576940500318**

BIC/Swift code: **DNBANOKKXXX**

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 Partners 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 Partners to the Project Promoter to the extent necessary for the Project Promoter to comply with its obligations to the Programme Operator, but no later than April 15, 2025. For Riksantikvaren as part of the government administration, and in accordance with the Regulation, article 8.12, paragraph 4., a report issued by a competent and independent public officer, will be accepted as sufficient proof of expenditure incurred.

#### **Article 9.** **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 10.** **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 11.** **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 Partners shall, in such cases, return the recovered funds through the Project Promoter.

#### **Article 12.** **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[s], the Project Partners 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 Partners.

#### **Article 13.** **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. In case of termination of the agreement by the PPR or PPA1, PPA2 and PPA3, for whatever reason, the PPR undertakes to pay the PPA1, PP2 and PPA3 all the actual costs incurred by it in the manner specified in Article 7.

#### **Article 14.** **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 15.** **Amendments**

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

#### **Article 16.** **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 17.** **Notices and language**

1. All notices and other communications between the Parties shall be made in writing and be sent to the following persons and addresses:

For the Project Promoter:



**Mr. Branislav Rezník**, head of Department preventive maintenance of monuments, mail: [branislav.reznik@pamiatky.gov.sk](mailto:branislav.reznik@pamiatky.gov.sk), tel: +421 2 2046 4334, mobil: +421 905 483 561

**Mr. Pavol Ižvolt**, director general, mail: [pavol.izvolt@pamiatky.gov.sk](mailto:pavol.izvolt@pamiatky.gov.sk), tel: +421 2 2046 4115

Address for both: The Monuments Board of the Slovak Republic, Cesta na Červený most 6, 814 06 Bratislava, Slovak Republic

*For the Project Partners:*

**PPA1: Mr. Erik Lillebråten**, Director Norsk Kulturarv/ Norwegian Heritage Foundation, mail: [erik@kulturarv.no](mailto:erik@kulturarv.no), mobil: +47 909 71 257

Address: Edvard Storms veg 4, 2680 Vågå, Norway

**PPA2:**

**Mr. Ola H. Fjeldheim**, Director Fortidsminneforeningen - National Trust of Norway, mail: [ola@fortidsminneforeningen.no](mailto:ola@fortidsminneforeningen.no), mobil: +47 91 88 43 86

**Mr. Frank Nodland**, head building protection department Fortidsminneforeningen - National Trust of Norway, mail: [frank@fortidsminneforeningen.no](mailto:frank@fortidsminneforeningen.no)

Address for both: Dronningens gate 11, N-0152 Oslo, Norway

**PPA3:**

**Mrs. Hanna Geiran**, director general, Riksantikvaren – Directorate for Cultural Heritage, mail: [hana.geiran@ra.no](mailto:hana.geiran@ra.no)

**Mr. Andreas Pedersen Skauen** chief adviser Community Department Section for International Cooperation and World Heritage, Riksantikvaren – Directorate for Cultural Heritage, mail: [andreas.skauen.pedersen@ra.no](mailto:andreas.skauen.pedersen@ra.no), mobil: +47 477 53 891

Address for both: Dronningens gate 13, Postbox 1483 Vika, 0116 Oslo, Norway

2. In case of any change of person or address, Parties shall be immediately informed.
3. 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 18.**

**Governing law and settlement of disputes**

1. Any dispute relating to the conclusion, validity, interpretation or performance of this Agreement shall be resolved amicably through consultation between the Parties.
2. This Agreement has been prepared in 15 pages and four originals, of which each Party has received one.
3. For easier administration of the contract, each original will contain a page with the signature of the PPR at the end and the signature of PPA1, PPA2 and PPA3 individually on separate pages number 13, 14, and 15.

Bratislava 2/9/2024

Vågå, 10.09/2024

**Pavol Ižvolt**  
Director General  
The Monuments Board  
Of The Slovak Republic

**Erik Lillebråten**  
Director  
Norsk Kulturvav

Bratislava 2/9/2024

**Pavol Ižvolt**  
Director General  
The Monuments Board  
Of The Slovak Republic

Oslo, 12./9./2024

**Ola H. Fjeldheim**  
Director  
Fortidsminneforeningen



Bratislava 2/9/2024

Oslo, 16/9/2024

**Pavol Ižvolt**  
Director General  
The Monuments Board  
Of The Slovak Republic

**Hanna Geiran**  
Director General  
Riksantikvaren – Directorate for  
Cultural Heritage