

**Partnership Agreement
for
donor partnership projects**

between

Obnovme Gemer, nezisková oranizácia

[*Rakytník 15, 98 021 SLOVAKIA, ID number 52093123*

Represented by Mr. Anton Fabo

hereinafter referred to as the “Project Promoter”

and

Norsk Håndverksinstitutt

Stiftelsen Lillehammer Museum

Maihaugvegen 1, 2609 Lillehammer, NORWAY, ID number 955378024

Represented by Mr. Eivind Falk

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 “Centres of Renewal in Gemer”
funded under the Norwegian Financial Mechanism 2014 – 2021
Programme Local Development, Poverty Reduction and Roma Inclusion**

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 and Norwegian 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.



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.

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 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;

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 contribution. The project activities funded by the Norwegian Financial Mechanism 2014-2021 will be based on the common values of respect for human dignity, freedom, democracy, equality, the rule of law and the respect for human rights, including the rights of persons belonging to minorities.

Project Promoter is an NGO active in the Gømsdal Region and has been working in the region since 2018, and is focused on fostering social integration between Roma and non-Roma in the region through the work embedded training of local Roma unemployed in renovating local landmarks, monuments and public buildings.

Project partner was established in 1987 on behalf of the Norwegian Ministry of Culture and Church Affairs. The Project Partner works to document, preserve, and promote the knowledge, culture, and professions relating to traditional craftsmanship as well as to encourage the general public's knowledge of and respect for traditional crafts.

Project Promoter and Project Partner have agreed, they will implement this project and provide training for participants, as well as facilitate project transfer together.

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 (hereinafter referred to as the “*List of activities*”).
2. 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.
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 Partner 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.

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 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 relevant 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) transfer to the Project Partner's nominated bank account all payments due by the set deadlines;
- (h) 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 responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement and Annex 1 "*List of activities*" and Annex 2 "*Budget*".

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) provide the Project Promoter with all information necessary for the preparation of project interim reports *by* the Project Promoter to the Programme Operator 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 five years from the '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 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 total Project budget, the budget share of the Project Partner as well as the allocation of the budget, amongst the activities to be performed by the Project Partner is fixed in Annex 2 – Project Budget.

2. Expenditures incurred by the Project Partner must be in line with the general rules on eligibility of expenditure contained in the Regulation, specifically Chapter 8 thereto.

Article 7 – Financial management and payment arrangements

1. Payment of the project grant share to the Project Partner shall take the form of advance payments.
2. The advance payment to the Project Partner shall be made no later than 15 working days of the crediting of the advance payment from the Programme to the Project Promoter's bank account.
3. All amounts shall be denominated in Euro.
4. Payments to the Project Partner shall be made to the Project Partner's bank account denominated in Euro, identified as follows:
Bank Account holder: Stiftelsen Lillehammer Museum
Bank Name: DNB BANK ASA
Branch Name: DNB Bank Head office
Branch/bank Address: Dronning Eufemias gate 30, 0191 Oslo, Norway
IBAN account: NO46 2000 0521 265
BIC (SWIFT) code: DNBANOKKXXX
5. Payments shall be deemed to have been made on the date on which the Project Promoter's account is debited.
6. In case partner manages accounting in a currency which is different than EUR, he shall convert the total amount of expenditure in accounting document list into EUR while using exchange rate declared by European Commission in the month when expenditure was booked in his accounting and such expense shall be recognized as eligible maximally to the level of amount converted into EUR in this way.

Article 8 – Proof of expenditure

1. The proof of expenditure to be submitted may take a form of a report by an independent auditor, qualified to carry out statutory audits of accounting documents, or a report issued by a competent and independent public officer certifying that the claimed costs are incurred in accordance with the Regulation, the relevant law and national accounting practices.
2. The report, if submitted by an international organisation or body or agency thereof or by a project partner whose primary location is outside the Beneficiary State, shall be accepted by the Project Promoter as sufficient proof of incurred expenditure.
3. The cost of the report is considered eligible, providing that it complies with the general principles of the eligibility of expenditures as defined in Art. 8.2 of the Regulations.

4. Sufficient funds shall be set aside in the budget to cover this cost.

5. Upon request by the Donors or the EFTA Board of Auditors or the Office of the Auditor General of Norway, promoters and partners shall grant access to the supporting documents on the basis of which the report was issued.

Article 9 – Progress and financial reports

1. The Project Partner might be asked by Project Promoter to prepare a short-written progress report every quarter

Article 10 – Audits

1. The parties declare that they will fully cooperate when the obligation of audit will be needed.

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.

3. The Article 8.15 of the Regulation should be taken into accordance.

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. Each information is considered public unless it is regulated by the Slovak or Norwegian laws in the field of freedom of information

Article 14 - Intellectual property rights

1. All results of the Project, particularly documents and educative materials, are considered public and may be used free for non-commercial purposes.

Article 15 –Liability

1. The Parties shall be liable for damage caused by them or by a person acting on their behalf. The Project Promoter is responsible for consequences on the property of the Project Partner, caused by the vis maior (force majeure).

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[s], 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. 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.

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:

For the Project Promoter:

Mr. Michal Pálka, Rakytník 15, 980 21 Bátka, SLOVAKIA

+421 948 093 212

For the Project Partner:

Mr. Eivind Falk, Norsk håndverksinstitutt, Maihaugvegen 1, 2608 Lillehammer, Norway

+47 99150862

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 Slovak Republic. Internal relations of the Project Partner shall be governed by the laws of Norway.

2. Any dispute relating to the conclusion, validity, interpretation, or performance of this Agreement shall be resolved amicably through consultation between the Parties. If the consultation shall not solve the dispute, the next step shall be mediation of the Programme Operator. The Parties declare that the opinion of the Programme Operator shall have decisive nature for the dispute and this opinion will be respected by the Parties.

This Agreement has been prepared in three originals, of which each Party has received one and Programme Operator one.

For the Project Promoter

For the Project Partner

Signed in *Oslo* on *12.1.2022*

Signed in Lillehammer on January 18th 2022

[Name] *Anton Falso*
[Title] *Director*

Eivind Falk
Director



**NORSK
HANDVERKSINSTITUTT**

HAUHAUGVEGEN 1, NO-2609 LILLEHAMMER
Tlf: 447 61 05 76 00 post@handverksinstituttet.no

ANNEX 1 – List of activities

Of a special importance is it the role of Norwegian Crafts Institute in part of activity 1 - establishing of social manufacture for craft-based products.

The products of craftsmanship are of a high demand within the projects of reconstruction of monuments, and there is still a very limited number of producers in this field. We expect to fulfil this gap with our products.

The Project Partner will

- A) provide training for participants, as well as facilitate project knowledge transfer.
- B) trace traditional craftsmanship patterns in the region.
- C) assist Project Promoter in creating product development and manufacture process, as well as target the market, trades, deliveries and other parts for the successful business model.

ANNEX 2: BUDGET of the Project Partner

Type of expenditure	UNIT	Quantity	Unit cost	TOTAL	Description
Cost of staff assigned to the project	Set	12	2.200 EUR	26.400 EUR	Expenditure covers staff and travel costs for Norwegian partners for the scope of cooperation described in the project.
Costs arising from project contract	Lump sum	1	4.700 EUR	4.700 EUR	External services to fulfil all legislation and value for money principles
TOTAL				31.100 EUR	

DECLARATION

Eivind Falk, managing director (Instituttleder) of *Norwegian crafts institute (Norsk håndverksinstituttet)*, Maihaugvegen 1, 2609 Lillehammer, Norway, Identification number: 955378024 (hereinafter „Partner“) hereby declares that he **will sign** the Partnership agreement attached to this document.

In Lillehammer, on 18th January 2022

NORSK
HÅNDSVERKSINSTITUTT

MAIHAUGVEGEN 1, NO-2609 LILLEHAMMER
TLF. +47 61 05 76 00 post@handverksinstituttet.no



Eivind Falk

managing director

