

21ZML0158

Partnership Agreement

between

Creative Industry Košice n.o.

Kukučínova 2, 04001 Košice, IČO 35583461, DIČ: 2022737871

Represented by Ing.Arch.Michal Hladký, ArtD.

hereinafter referred to as the "Project Promoter"

and

Urban Space Lab AS

Sundet 18, 3950 Brevik, Norway. Org nr. 922200548

Represented by Reg. Land. Arch. Laurie Vestol, owner

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 "Slovak-Norwegian Cultural
Matching"
funded under the EEA Financial Mechanism and Norwegian Financial
Mechanism 2014-2021 , call: FBR02**

PREAMBLE:

The Parties to this Partnership Agreement (hereinafter referred to as the "Agreement") conclude this Agreement pursuant to § 51 of Act No. 40/1964 Coll. as amended (Civil Code of the Slovak Republic) and in compliance with Article 7.7 of the Regulation on the implementation of the European Economic Area (EEA) Financial Mechanism 2014-2021 and the Regulation on the implementation of the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the "Regulations") with the aim to jointly implement the initiative called "Slovak-Norwegian Cultural Matchmaking" (hereinafter referred to as the "Initiative"), which the Parties plan to implement from January 2022 to end of July 2022.

The Beneficiary submitted a Grant Application for Bilateral Initiative (hereinafter referred to as the "Grant Application") under the Open Call No. FBR-02, launched under the Fund for Bilateral Relations (hereinafter referred to as the "Fund") by the Government Office of the Slovak Republic, as the National Focal Point for the EEA Financial Mechanism and Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the "National Focal Point"). The Grant Application was approved by the National Focal Point and the Initiative registration code is: FBR02-008.

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 "Slovak-Norwegian Cultural Matchmaking", as described and defined in Annex1 (hereinafter referred to as the "Grant Application").
2. The main objective of the initiative is to raise awareness about Norwegian culture in Slovakia, activities and approaches to societal challenges and vice-versa through exploring new and innovative ways the digital revolution is offering for the cultural sector and for strengthening of the intercultural dialog and entrepreneurship. Partners will organize 6 online workshops bringing together the Slovak and Norwegian speakers.
3. The Parties shall act in accordance with the legal framework of the EEA Financial Mechanism 2014-2021 and 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") and Bilateral Fund Guide. The Parties expressly acknowledge to have access to and to be familiar with the Regulation and the Bilateral Fund Guide.
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.

2. In accordance with Act No. 2311/2000 Coll. on free access to information and on amendments and supplements to certain acts as amended (the Freedom of Information Act), the Project Promoter has the obligation to make publicly available this Agreement and its Annexes, including any amendments to the Agreement or its Annexes on its webpage- www.cike.sk.

Article 3 - Definitions of terms

1. The terms used in this Agreement are defined in Article 3 of the Grant Contract, whose draft is appended to this Agreement (Annex 2), in the Bilateral Fund Guide and/or in the Bilateral Guideline and/or in the legal framework of the EEA and Norwegian Financial Mechanism 2014-2021 (legal framework). In case a term in this Agreement is defined differently than in the documents referred to in the previous sentence, for the purposes of this Agreement, it shall be interpreted according to the definition used in this Agreement.

Article 4 – Main roles and responsibilities of the Parties

1. The Parties commit to cooperate at each stage of the Initiative, i.e. during the preparation of the marketing campaigns and workshops, the workshop days and the follow-up activities. The details of the Initiative including the concrete tasks of the Parties, schedule and budget are described and defined in Annex 1.

2. Parties shall cooperate in a project team, established for the purpose of planning, executing, monitoring, evaluating and reporting the Initiative activities.

3. The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this Agreement.

4. 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.

5. 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.

6. Each Party shall appoint a Project Manager who shall have operational responsibility for the implementation of the Project as well as serve as contact point for all exchanges of communication, documentation and materials between the Parties.

Article 5 – 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 National Focal Point.

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 Grant 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 Grant Contract to the National Focal Point 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 National Focal Point Interim and Final report 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;

- (i) archive all supporting documents regarding the Initiative, including the incurred expenditure, either in the form of originals or in versions certified to be in conformity with the originals.

Article 6 – 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 Annexe 1
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 Interim and Final Report 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 5 years from the Financial Mechanism Committee'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;
 - (g) monitor his expenses on a monthly basis in the form/table provided by the Project Promoter always by the 3th of next month.

Article 7 – 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 is fixed in Annex 1.
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.
3. The eligibility of expenditures incurred by the Partner is subject to the same limitations as would apply if the expenditures were incurred by the Project Promoter. The Partner

takes into consideration that the eligibility of the expenditures of the Partner is assessed first by the Project Promoter and subsequently by the National Focal Point in compliance with the Grant Contract, EEA and Norwegian FM Legal Framework, Implementation Rules and the laws of SR and EU. The National Focal Point has, in accordance with the Grant Contract, an exclusive right to decide whether the expenditure declared in the Final Report fulfils the criteria of eligibility.

Article 8 – Financial management and payment arrangements

1. Payment of the project grant share to the Project Partner shall take the form of advance payment of 50% of Partners budget and the payment of final balance.

2. The advance payment of 10 448,5 EUR (according to the Annexe 1) will be transferred to the Partners account

3. The advance payment to the Project Partner shall be made no later than seven (7) working days of the crediting of the advance payment from the Programme to the Project Promoter's bank account.

4. Payment of the final balance to the Partner shall be made no later than seven (7) working days of the crediting of the final payment to the Beneficiary's bank account.

5. All amounts shall be denominated in EUR.

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

Bank: DNB

Address: Postboks 1600 Sentrum, 0021 Oslo

BIC(SWIFT): DNBANOKKXXX

IBAN NO31 1506 7264 689

9. Payments shall be deemed to have been made on the date on which the Project Promoter's account is debited.

10. The Partner may pay its expenses in a currency other than the euro. For the transfer of funds denominated in foreign currencies from an account opened in euros to the account of a supplier established in a foreign currency, the bank's rate applicable on the date of transfer of the funds from the euro account shall be used, i.e. the transaction date. This amount paid in euro represents the eligible (declared) amount of expenditure.

Article 9 – Proof of expenditure

1. Costs incurred by the Project Partner shall be supported by received invoices or alternatively by accounting documents of equivalent probative value.
2. Proof of expenditure shall be provided by the Project Partner to the Project Promoter to the extent necessary for the Project Promoter to comply with its obligations to the Programme Operator.
3. When required, proof of expenditure shall take the following form: Costs incurred by a Partner shall be supported by received invoices, or alternatively by accounting documents of equivalent probative value (Article 8.12.1 of the Regulation). An audit report or a report by a competent public officer will also be accepted as sufficient proof of expenditure incurred for project partners whose primary location is outside the Project Promoter State, as per paragraphs 3 and 4 of Article 8.12.

Article 10 – Progress and financial reports

1. The Partner undertakes to report to the Project Promoter progress achieved in the factual implementation of the Initiative in the respective period preceding the submission of the Interim and the Final Report by the Project Promoter and to provide it with all relevant supporting documents not later than 5 working days before the deadline for submission of the Interim Report and the Final Report by the Project Promoter .
2. The Partner undertakes to report the spending of the provided Grant to the Project Promoter duly and on time, i.e. to enable the Project Promoter to declare all expenditures incurred for the implementation of the Initiative in the Interim Report and the Final Report. The partner shall submit the documents referred to in Article 9.1 of this Agreement to the Project Promoter for the purposes of compiling the Interim Report and the Final Report.
3. The Partner shall provide the Project Promoter with all required data and documents not later than 5 working days before the deadline for submission of the Interim Report and the Final Report by the Project Promoter. Reporting obligations of the Project Promoter and the Partner are in detail set out in the Bilateral Fund Guide and must be followed.
4. For monitoring purposes, Partner will report the spending of the Initiative budget on monthly bases (until the 5th of following month) in the form Project Promoter will provide.

5. Partner will upload scans of all the expenditure supporting documents on shared disc space designated by the Project promoter within 5 working days after the expenditure was made.

Article 11 – Audits

1. Audits shall be carried out in line with Chapter 11 of the Regulations.
2. The Partner commits to provide the Project Promoter with the necessary assistance, documents or information if requested by the National Focal Point during an on-the-spot financial verification at the Project Promoter according to Article 9 of the Grant Contract.

Article 12 – 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 Parties undertake to ensure that public procurement related to the implementation of the Initiative is conducted in full compliance with Article 8.15 of the Regulations.
4. The Project Promoter cannot sign up as a candidate or participant in the procurement announced by the Partner and vice versa.

Article 13 - 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 14 - Confidentiality

1. The Parties undertake to protect any information in whatever form or mode of communication, which has in connection with the Initiative been explicitly marked by a disclosing Party as “confidential”.
2. The Parties hereby undertake for a period of 3 years after the end of the Initiative or termination of this Agreement:
 - a) not to use confidential information otherwise than for the purpose for which it was disclosed,
 - b) not to disclose confidential information to any third party without the prior written consent by the disclosing Party.
3. The above shall not apply for disclosure or use of confidential information if:
 - a) the disclosure or communication of the confidential information is foreseen by provisions of the Grant Contract,
 - b) the Recipient is required to disclose the confidential information in order to comply with applicable laws or regulation or with a court or administrative order.
4. The Parties agree that, in their mutual legal relations, they wish to adopt the requirements laid down in the relevant legislation on the protection of persona data, which is Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and Act No. 18/2018 Coll. on personal data protection and on changing and amending of other acts (Act on Personal Data Protection). Processing of the personal data by the National Focal Point is detailed in Annex 9 to the Bilateral Fund Guide (Privacy Statement).

Article 15 - Intellectual property rights

1. Any results generated in relation to the Initiative shall be owned by the Party that generates them.
2. All the results of the Initiative indicated in Annex 1 under the section “Standard Indicators” will be open to the public during the in-force period of the Grant Contract under the terms specified in the Grant Contract. The Parties take the full responsibility for the settlement of any claims related to these results so that their disclosure cannot be considered as a breach of the relevant legislation, for exemplate the Copyright Act, Commercial Code and the Act on Personal Data Protection.

Article 16 –Liability

1. The Project Promoter is, according to the Grant Contract, liable to the National Focal Point to the full extent of the factual and timely implementation of the Initiative, including those parts of the Initiative for the implementation of which according to this Agreement is liable the Partner. The Project Promoter is liable to the National Focal Point in full extent also for the breach of the obligations according to the Grant Contract, even if the breach was caused as a consequence of breaching this Agreement by the Partner or omission of the act by the Partner according to this Agreement.
2. The Partner is in relation to the Project Promoter fully liable for the implementation of the parts of the Initiative assigned to it according to this Agreement and is liable towards the Project Promoter for the breach of duties according to this Agreement. The liability of the Project Promoter towards the National Focal Point for the implementation of the Initiative according to the Grant Contract is not affected by this provision.
3. The Project Promoter is in relation to the Partner fully liable for the implementation of parts of the Initiative assigned to it and is liable for the breach of duties according to this Agreement or Grant Contract, if the breach of the Grant Contract was not caused as a result of act of the Partner in breach of this Agreement, or omission of act of the Partner according to this Agreement. The liability of the Project Promoter towards the National Focal Point for the implementation of the Initiative according to the Grant Contract is not affected by this provision.
4. Neither Party shall be considered to be in breach of this Agreement if it is prevented from fulfilling its obligations under this Agreement by force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the Parties, including acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (weather war be declared or not), labour strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, and an act of God such as fire, earthquake, storm or like natural disaster.
5. In the event of force majeure the Parties must immediately take all the necessary steps to limit any damage due to force majeure.
6. The Project Promoter will notify the National Focal Point of any force majeure without undue delay.
7. The eligibility of costs incurred before a force majeure event shall be assessed and decided by the National Focal Point.

Article 17 – Irregularities

1. Irregularities are defined in accordance with Article 12.2 of the Regulation.
2. The Parties hereby declare that they are aware that according to the Grant Contract the breach of obligation stated in this Agreement by any of the Parties causes the occurrence of an irregularity in the Initiative.
3. In case an irregularity has come to the attention of one Party, that Party shall immediately inform the other Party thereof in writing.
4. The Project Promoter is obliged to immediately notify the National Focal Point of any irregularity or suspicion of irregularity in a manner and extend according to the legal framework of the EEA Financial Mechanism 2014-2021 and Norwegian Financial Mechanism 2014-2021 and provide it with assistance in addressing and communicating to the competent authorities and at the same time provide it with all documents relating to the irregularity or suspicion of irregularity.
5. 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.
6. The Partner is obliged to return to the Project Promoter the Grant or its part granted according to this Agreement and/or transfer the profit or excess profit under the same conditions under which the Project Promoter is obliged to return it or transfer it to the National Focal Point according to Grant Contract, EEA and Norwegian FM Legal Framework and implementation Rules. The Partner is obliged to return the Grant to the Project Promoter also if the duty to return is stated in this Agreement, or if determined by the Project Promoter based on this Agreement or by the National Focal Point based on the Grant Contract, if breaching the duties according to this Agreement by the Partner caused the occurrence of an irregularity.
7. The provisions of the Grant Contract applicable to the procedure for the settlement of financial relations between the Project Promoter and the National Focal Point, in particular return of the provided Grant shall be applicable *mutatis mutandis* to the procedure for the settlement of financial relations between the Project Promoter and the Partner, however all periods set out for the Project Promoter shall be, for the Partner, reduced by half. The Partner undertakes to respect these obligations towards the Project Promoter duly and timely.

Article 18 – 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 19 – Termination

1. The Parties agree that the termination of the contractual relationship established by this Agreement occurs based on the

- a) fulfilment of obligations of the Parties and at the same timelapsing the period for which the agreement was concluded,
- b) mutual onset of the Parties,
- c) termination of the Agreement.

2. Either Party may terminate this Agreement in the event of :

- a) a breach by the other Party of its contractual obligations in a way that it does not allow the factual and timely implementation of the Initiative,
- b) the other Party has repeatedly failed to fulfil its contractual obligations, or if it breached its contractual obligations intentionally.

3. Furthermore, in case of termination of the Grant Contract for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.

4. Termination of the Agreement is effective from the day of delivery of the notice of termination of the Agreement by the respective Party.

5. This Agreement may also be terminated due to force majeure as provided in Sections 4-7 of Article 16.

Article 20 - 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 Grant Contract.

Article 21 – Amendments

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

Article 22 – 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:

Creative Industry Košice n.o.

Kukučínová 2

04001

For the Project Partner:

Urban Space Lab AS

Sundet 18, 3950 Brevik

Norway

2. If it is required in this Agreement that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by e-mail with recorded delivery or with receipt acknowledgment.

3. Other communication between the Parties may also be affected by other means such as email with acknowledgement of receipt, which fulfils the conditions of written form. Such e-mail communication shall be effected through contact persons according to Article 4.7.

4. 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 24 – Governing law and settlement of disputes

1. The construction, validity and performance of this Agreement shall be governed by the laws of the Slovak Republic.

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 the Parties fail to resolve the dispute by mutual agreement or settlement, the dispute shall be promptly presented to the National Focal Point, who at its own discretion may convene a joint meeting of the National Focal Point and the litigants in order to resolve a dispute and reach an agreement by an out-of-court settlement. If the National Focal Point does not convene a joint meeting or the Parties to the dispute do not resolve the dispute on a joint meeting convened by the National Focal Point pursuant to the preceding sentence, the dispute will be settled before a competent general court of the Slovak Republic.

This Agreement has been prepared in three originals, of which each Party has received one. One will be submitted to National Focal Point.

For the Project Promoter

Signed in on 23/12/2021

Ing. Arch. Michal Hladky, ArtD.

Director

For the Project Partner

Signed in on Brevik 21st december 2021

Reg. Land. Arch. Laurie Vestol

Owner