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**Partnership Agreement
for
donor partnership projects**

between

Tatranská galéria v Poprade

Hviezdoslavova 341/12, 058 01 Poprad, Slovak republic

IČO: 37781481

DIČ: 2021449199

Represented by

director: PaedDr. Anna Ondrušeková
hereinafter referred to as the "Project Promoter"

and

Jødisk Museum i Oslo

Calmeyers gate 15B, 0183 Oslo, Norway

ID: 986564969

Represented by

director: Torill Torp-Holte
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 Art & Holocaust
funded under the EEA Financial Mechanism Programme CLT03040
*Cultural Entrepreneurship, Cultural Heritage and Cultural Cooperation***

PREAMBLE:

The Parties conclude this Agreement to jointly implement a project **Art & Holocaust** the Project Promoter applied for a project under the open call for proposals – call number **CLT03**, announced by the Government Office of the Slovak Republic as the Program Operator for the **Cultural Entrepreneurship, Cultural Heritage and Cultural Cooperation Program** (hereinafter referred to as 'Program Operator'). The project application was approved by the Programme Operator and the Project was assigned number CLT03040.

The Parties accepted the offer of the Programme Operator for the award of a Project grant and by signing this Agreement, the Partners expressly agree that following the entry into force of this Agreement; Project Promoter and Program Operator shall sign a Project Contract for the implementation of the project under the "**Cultural Entrepreneurship, Cultural Heritage and Cultural Cooperation**" program, co-financed by the EEA Financial Mechanism (hereinafter referred to as "EEA FM") and the State budget of the Slovak Republic, in accordance to which the Project will be implemented in the partnership created by them.

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 "*Role of Partner*").
2. 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.
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.
5. The Project Manager on behalf of Tatra Gallery Poprad is Anna Ondrušeková, director of the gallery. The Project Manager on behalf of Jewish Museum in Oslo is Torill Torp-Holte, director of the museum.

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

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 any reports due 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 least three years from the FMC 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 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 – Progress and financial reports

Progress reports and financial reports shall be submitted by the Partner after the end of the Reporting period, no later than within 15 working days.

Article 7 – Audits

The external monitoring and audits of the Partner shall be carried out in accordance with Chapter 11 of the Regulation. The Partners undertake to enable all control or audit entities, including the Ministry of Investments, Regional Development and

Informatization of the Slovak Republic, the Ministry of Finance of the Slovak Republic, the Government Audit Office, the Office for the Financial Mechanism, the Ministry of Foreign Affairs of the Kingdom of Norway, the Committee for the Financial Mechanism, the Office of the Auditor General of Norway of the Kingdom and other control authorities and authorities authorized to carry out inspections or audits in accordance with the relevant legislation of the Slovak Republic, as well as all entities authorized by these institutions, to audit or inspect documents related to the performance of the Project Agreement or this Agreement, for the entire period of mandatory archiving of these documents, determined in accordance with valid legal regulations of the Slovak Republic.

Article 8 - 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 9 - Confidentiality

The Parties undertake to keep confidential and not to disclose any facts, confidential information, business secrets, know-how and other data, including personal data, under the law applicable in the country of the Partner / SR - Act No. 18/2018 Coll. On Personal data Protection, Act No. 513/1991 Coll. Commercial Code, Article 269(2) for the purposes of protection of the legitimate interests of the Parties as well as pursuant to EU regulations and directives / GDPR /.

Article 10 - Intellectual property rights

The Parties declare that, when implementing the subject matter and content of this Agreement, they shall be governed by the laws, regulations and directives of the respective country / SR Act No. 185/2015 Coll. Copyright Act, No. 40/1964 Coll. Civil Code / governing relations arising from creation and use of copyright work or an artistic performance, in connection with the production and use of sound recordings, audiovisual recordings or broadcasts and in connection with the production or generating and use of a computer program or database, s, in order to provide protection of the rights and legitimate

interests of authors, performing artists, producers of sound recordings, producers of audiovisual recordings, authors of computer programs, authors and creators of databases.

Article 11 –Liability

Parties of this Agreement are responsible for the overall coordination, management and implementation of the Project in accordance with the regulatory and contractual framework specified herein. They are responsible for the proper implementation of the content of this Agreement, for the regular evaluation of compliance with the time execution of the work, the quality control, while applying liability of the Parties and the responsibility of the participants and in compliance with the applicable legislation of the respective country /SR, act No. 40/1964 Coll. Civil Code, act. 513/1991 Coll. Commercial Code /. The Parties may be exempt from liability in the implementation of the content of this Agreement in cases of force majeure.

The Contracting Parties declare that they define force majeure as an event which is unforeseeable despite all the caution and irreversible despite all the efforts. These include natural disasters such as lightning, floods, torrential rains or natural phenomena such as landslides, etc. To prove a case of force majeure, the cumulative fulfillment of both conditions of force majeure, namely unforeseeability and irresistibility, must be proved. **Unforeseeability** means that despite all the caution, it was impossible to anticipate the event in question. In case the event was foreseeable, for example, a flood warning was issued prior to this event, it would not be considered force majeure. The second condition is **Irresistibility**. In order to be exempt from liability for the performance delays or failure to fulfill content of the Agreement, Party must prove that despite all possible efforts, the event could not be averted.

Article 12 – 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 13 – 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 14 – Termination

1. Unilateral termination of the Agreement on its own grounds.
2. Each Party may terminate this Agreement in the event that the other Party has failed to comply with its obligations.
3. Furthermore, in case of termination of the Project Contract for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.

Article 15 - 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 16 – Amendments

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

Article 17 – 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 18 – 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:

Tatranská galéria v Poprade, Hviezdoslavova 341/12, 058 01 Poprad, Slovak republic

For the Project Partner:

Jødisk Museum i Oslo, Calmeyers gate 15B, 0183 Oslo, Norway

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 19 – Governing law and settlement of disputes

1. The construction, validity and performance of this Agreement shall be governed by the laws of 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. This Agreement has been prepared in two originals, of which each Party has received one.

For the Project Promoter

Signed in 22.8.2022 on Poprad

For the Project Partner

Signed in CHO on 02.08.2022

PaedDr. Anna Ondrušková
director



Torill Torp-Holte
director