

325/2023/25-2

**Partnership Agreement  
for  
donor partnership project**

between

**Slovak Mining Museum  
Kammerhofská 2, 969 01 Banská Štiavnica, Slovakia, ID: 35998652  
Mgr. Zuzana Denková, PhD.  
hereinafter referred to as the "Project Promoter"**

and

**Dalane Folkemuseum  
Museumsveien 20, 4379 Egersund, Norway, ID: 971492430  
June Stuen  
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  
"GREEN MISSION - Slovak Mining Museum for Climate/We are  
building a unique platform for non-formal education on issues of raising  
awareness about climate change"**

**funded under the Norwegian Financial Mechanism Programme  
*ACC Climate change mitigation and adaptation***

IT IS AGREED AS FOLLOWS:

**Article 1 – Scope and objectives**

1. This Partnership Agreement (hereinafter referred to as the “Agreement”) defines the rights and obligations of the Parties and sets forth the terms and conditions of their cooperation in the implementation of the Project.
2. The 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 – see Annex 1 (“Project Application form”) and Annex 2 (“Work Plan”).
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. 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.

**Project Promoter:** Janetta Hudecová (Project Manager), [janettahudecova@gmail.com](mailto:janettahudecova@gmail.com)

**Project Promoter’s contact person:** Silvia Herianová, [silvia.herianova@gmail.com](mailto:silvia.herianova@gmail.com), phone: +421 907 888 872

**Project Partner:** June Stuen, [june@dalanefolkemuseum.no](mailto:june@dalanefolkemuseum.no), +47 906 83 639

**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 interim project reports and other 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 its Annex 1 and Annex 2.

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 5 years from the NMFA's approval of the final programme report;
- (e) provide to 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 documents or information necessary to assist with the evaluation;
- (f) participate effectively 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 1 and Annex 2.

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 and interim payments as follows:

Project implementation duration	Advance payment	1 <sup>st</sup> Interim payment	2 <sup>nd</sup> Interim payment	3 <sup>rd</sup> Interim payment	Final payment
Less than 12 months	35%	65%	0%	0%	0%

2. The advance payment to the Project Partner shall be made no later than 15 days of the crediting of the advance payment from the Programme Operator to the Project Promoter’s bank account following the signature of the Project Contract.

3. The interim payment shall be paid based on the independent audit report of the Partner’s expenditures, in line with Article 8.12 of the Regulation. Payment claims shall be submitted to the Project Promoter until the deadlines stated in Article 9 of the Regulation, along with a confirmation from responsible person within the Project Partner, e.g. Project Manager that the claimed expenditures are in accordance with the principles and rules set forth in this Agreement. Expenditures incurred after 30 April 2024 are not eligible.

4. Interim payments to the Project Partner shall be made by transferring the amounts within 15 working days of the crediting of the payments from the Programme Operator to the Project Promoter’s bank account following the approval of Project interim reports.

5. All amounts shall be denominated in euro. The crediting of the final payment to the Project Partner's account depends on the result of the final project report. In case the Project Partner is entitled to credit the payment of the final balance to the account, this will be done no later than 15 working days from the date of crediting the payment of the final balance resulting from the final payment to the account of the Project Promoter.

6. Payments to the Project Partner shall be made to the Project Partner’s bank account denominated in euro, identified as follows:

Name of bank: Sparebank 1 SR Bank, address of bank: Christen Tranes Gate 35, 4007 Stavanger  
 Owner of account: Dalane Folkemuseum  
 Account number: 3270 67 02392  
 IBAN: NO1932706702392 BIC/Swift: SPRONO22

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

8. The Project Partner undertakes to use the Project Grant only for the Eligible Expenditures in the amount and to the extent according to this Agreement and Annexes 1 and 2, and in compliance with the Norwegian Financial Mechanism Legal Framework, and Implementation Rules.

**Article 8 – Proof of expenditure**

1. Costs incurred by the Project Partner 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 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 Project Promoter or Project Partner shall be supported by receipted invoices, or alternatively by accounting



documents of equivalent probative value (Article 8.12.1 of the Regulation). A report by an independent auditor qualified to carry out statutory audits of accounting documents, certifying that the claimed costs are incurred in accordance with this Regulation, the national law and relevant national accounting practices, shall be accepted as sufficient proof of expenditure incurred by the Project Partner. A report issued by a competent and independent public officer recognised by the relevant national authorities as having a budget and financial control capacity over the entity incurring the costs and who has not been involved in the preparation of the financial statements, certifying that the claimed costs are incurred in accordance with this Regulation, the relevant law and national accounting practices, shall, subject to paragraph 3 of the Article 8.12. of the Regulation, also be accepted as sufficient proof of expenditure incurred.4. Audit report shall be written in English.

4. Indirect costs claimed by the application of a flat rate do not need to be supported by accounting documents.

#### **Article 9 – Progress and financial reports**

1. In the event the Project Partner shall not submit an independent auditor's report to the Project Promoter, as defined in Article 7, paragraph 4, the Project Partner undertakes to send records of the Project Grant's tasks completion to the Promoter duly and on time, i.e. to enable the Project Promoter to declare all expenditures incurred for the implementation of the Project and submit it to the Programme Operator in line with Project Contract.
2. The Project Partner is obliged to provide to the Project Promoter as well as to the Programme Operator, if required, all information and necessary cooperation during the verification of the Project Interim Report, or Final Project Report as far as the Project Outputs realized in the respective Reporting period by the Partner are concerned, within the deadlines and according to the reporting forms set by the Project Promoter.
3. Upon request of the Project Promoter, the Project Partner shall prepare and submit all necessary information stipulated in this Article to the Project Promoter, within 15 working days after receiving the particular request.

#### **Article 10 – Audits**

1. Without prejudice to the audits carried out by the Audit Authority, the NMFA (Norwegian Ministry of Foreign Affairs) may arrange audits and on-the-spot verifications of programmes and projects, and to verify the effective functioning of the management and control systems in the Beneficiary State. The National Focal Point's representatives shall, upon request, accompany the authorised representatives of the NMFA and provide them with all necessary assistance (see Chapter 11 of the Regulation).
2. Presentation of the audit report is sufficient for the purpose of financial audits, where the Project Partner is providing proof of expenditure in line with paragraphs 3 and 4 of Article 8.12 of the Regulation.

#### **Article 11 – Procurement**

1. National and EU laws 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. For detailed information valid for this Partnership Agreement see Article 8.15 of the Regulation.

#### **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 Party expressly undertakes to protect and to preserve the confidentiality of all information and know-how made available under or in connection with this Agreement, or the parties' activities that are either designated as being confidential or which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential (collectively, the "Confidential Information"). Each party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information but in any event using a commercially reasonable standard of care, to keep confidential the Confidential Information.

### **Article 14 – Liability**

1. Project Promoter is, according to the Project Contract, liable to the Programme Operator to the full extent for the factual and timely realization of the Project, including those parts of the Project, for the implementation of which according to this Agreement is liable the Partner. Project Promoter is liable to the Programme Operator in full extent also for the breach of the obligations according to the Project Contract, even if the breach was caused as a consequence of the act of the Partner in contrary to this Agreement or omission to act of the Partner according to this Agreement.

2. Project Partner is, in relation to the Project Promoter and other Partners, fully liable for the realization of parts of the Project assigned to him according to this Agreement, and is liable towards them for the breach of duties according to this Agreement. The liability of the Project Promoter towards the Programme Operator for the implementation of the Project according to the Project Contract is not affected by this provision.

### **Article 15 – 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 16 – Termination**

1. The Parties agree that the termination of the contractual relationship established by this Agreement occurs when one of the following applies:

- a) fulfilment of the obligations of the contracting Parties and at the same time the end of the period for which this Agreement was concluded,
- b) agreement of the Parties,
- c) termination of the Agreement.



2. Project Promoter has the right to propose to the Partner to terminate the Agreement in cases as follows:

(a) if it considers it necessary in the circumstances and seriousness of the breach of the Project Partner and this process is viewed from the view of Project Promoter as effective,

(b) if Project Partner breached its contractual obligations in a way that does not allow the substantive and temporal realization of the Project,

(c) if Project Partner has repeatedly failed to fulfil contractual obligations, or if breached its contractual obligations intentionally.

3. Project Promoter propose to the Partner to terminate the Agreement in cases as follows:

(a) stopping the implementation of the Project due to reasons on the side of the Project Partner,

(b) Project Partner does not start to implement the Project pursuant to the Agreement,

(c) impossibility of performance of the Agreement due to objective reasons, which occurred on the side of the Project Partner.

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

5. Termination of this Agreement is effective on the day of delivery of the notice of termination of this Agreement to the Partner. The Project Partner is obliged to return to the Project Promoter the not recorded part of the Project Grant.

#### **Article 17 – 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 18 – Amendments**

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

#### **Article 19 – 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 20 – 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:

Addresses:

**Documents in writing:** Slovenské banské múzeum  
Kammerhofská 2

969 01 Banská Štiavnica, Slovakia

**Electronic documents and communication:** [silvia.herianova@gmail.com](mailto:silvia.herianova@gmail.com)

For the Project Partner:

Addresses:

**Documents in writing:**

Postboks 338  
4379 Egersund  
Norway

**Electronic documents and communication:** [post@dalanefolkemuseum.no](mailto:post@dalanefolkemuseum.no),  
[june@dalanefolkemuseum.no](mailto:june@dalanefolkemuseum.no)



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 21 – 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 and the European Union.
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 Programme Operator, who at its own discretion may convene a joint meeting of Programme Operator and the litigants or the Programme Operator and all parties to this Agreement, and in order to resolve a dispute and reach an agreement out of court settlement. If the Programme Operator does not convene a joint meeting or the parties to the dispute do not resolve the dispute on a joint meeting convened by the Programme Operator 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 the Project Promoter has received two and the Project Partner one.

For the Project Promoter  
Signed in Banská Štiavnica on 19. 08. 2023

M.   
D. 

For the Project Partner  
Signed in Egersund on 08.08. 2023

  
June Stuen  
dire 

Annexes:

Annex 1 Project: Application form

Annex 2: Work plan for cooperation with the Project Partner