

**Partnership Agreement
for
donor partnership projects**

between

ATRAKT ART – združenie pre aktuálne umenie a kultúru
Gallayova 43, 841 02 Bratislava, Slovakia, ICO 36066273
Represented by Slavomir Krekovic
hereinafter referred to as the “Project Promoter”

and

Listfélagið RASK
Bárugata 38, 101 Reykjavík, Iceland, ID 440620-2210
Represented by Sóley Sigurjónsdóttir
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 “NOISS (Norway-Iceland-Slovakia): New Musics for New Audiences”
funded under the EEA Financial Mechanism Programme CLT002 „Cultural entrepreneurship, cultural heritage and cultural cooperation“**

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.

PREAMBLE:

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 I (hereinafter referred to as the “*List of activities*”).
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. 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 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 the interim and final 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) 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 I hereinafter referred to as the "*List of activities*".

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, 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 3 years from the FMC/NMFA's approval of the final programme report;
- (e) provide any bodies carrying out mid-term or ex-post evaluations of the Programme, as well as any monitoring, audits and on the spot verifications on behalf of the EEA 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

1. The detailed total Project budget as well as the allocation of the budget, amongst the activities to be performed by Party is fixed in the Project Application.

Article 7 – Financial management and payment arrangements

1. All expenses related to the project implementation and Project Partner's activities will be paid directly by the Project Promoter according to the previous agreement and based on supplied invoices.

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

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. Neither party shall disclose Confidential Information except: (a) to its employees, directors, officers, legal advisors, or auditors having a need to know such Confidential Information; (b) in accordance with a judicial or other governmental order or when such disclosure is required by law, provided that prior to such disclosure the receiving party shall provide the disclosing party with written notice and shall comply with any protective order or equivalent; or (c) in accordance with a regulatory audit or inquiry, without prior notice to the disclosing party, provided that the receiving party shall obtain a confidentiality undertaking from the regulatory agency where possible. Neither party will make use of any Confidential Information except as expressly authorized in this Agreement or as agreed to in writing between the parties.

Article 10 - Intellectual property rights

1. The ownership of work, materials or other results produced under the Agreement remains with their authors. The authors must give their consent to using samples of their works for promotional purposes related to the Project.

Article 11 –Liability

1. Each Party shall be liable to the other Parties and shall indemnify for any damages or costs resulting from the non-compliance of its contractual duties as set forth in this agreement. No Party shall be held liable for not complying with the obligations ensuing from this agreement in case of force majeure. In such a case, the involved partner must announce this immediately in writing to the other partners of the project.

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 States, 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. The Parties agree that the termination of the contractual relationship under this Agreement shall occur by:
 - (a) fulfillment of the obligations of the contracting parties and at the same time the expiration of the period for which this Agreement was concluded,
 - (b) agreement of the Parties,
 - (c) withdrawal from this Agreement.
2. The Promoter has the right to withdraw from this Agreement in relation to any Partner, in the case of:

- (a) if it deems it necessary with regard to the circumstances and seriousness of the breach of the contractual obligation by the Partner and this procedure is expedient from the point of view of the Promoter,
- (b) if the Partner has breached its contractual obligations in such a way that it does not allow for the material and time implementation of the Project,
- (c) if the Partner repeatedly fails to fulfill its contractual obligations or if it has intentionally breached its contractual obligation.

3. The Promoter shall propose to the Partner to withdraw from this Agreement in relation to the Partner:

- (a) in case of suspension of the Project implementation for reasons on the part of the Partner,
- (b) in the event that the Partner does not start implementing the Project in accordance with this Agreement,
- (c) in the event of an objective reason for the impossibility of fulfilling this Agreement, which occurred on the part of the Partner.

4. The Partners undertake to accept the decision of the Promoter and to withdraw from this Agreement against the relevant Partner or to terminate this Agreement by agreement in the case specified in clauses 14.2 or 14.3 of this Article. If necessary, the Partners undertake to enter into an amendment to this Agreement, which regulates their mutual rights and obligations related to withdrawal from this Agreement towards the Partner and / or related to the accession of a new Partner to this Agreement, instead of the original withdrawing Partner.

5. Withdrawal from this Agreement is effective on the day of delivery of the notice of withdrawal from this Agreement to the Partner.

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:

Slavo Krekovic, slavo@34.sk, Atrakt Art, Gallyova 43, 841 02 Bratislava, Slovakia

For the Project Partner:

Sóley Sigurjónsdóttir, soleysigurjonsd@gmail.com, Listfélagið RASK, Bárugata 38, 101 Reykjavík, Iceland

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 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. This Agreement has been prepared in two originals, of which each Party has received one.

For the Project Promoter

Signed in Bratislava on 15.11.2020

Mr. Slavo Krekovic

For the Project Partner

Signed in ~~The Hague~~ on 15th Dec 2020

Sóley Sigurjónsdóttir
Ms. Sóley Sigurjónsdóttir