

**PARTNERSHIP AGREEMENT No.09.5986/9.65.2/22/\_\_\_\_\_**

**on implementation of the project No. EEZ/2022/2/14 “Valmiera Multimedia Festival Youth Arts and Education Programme” of the European Economic Area Financial Mechanism Programme for 2014 – 2021 “Local Development, Poverty Reduction and Culture Cooperation”**

Valmiera, Valmiera municipality

\_\_\_\_\_ 2022

**Valmiera municipality government**, registration number 90000043403, address: Lāčplēša iela 2, Valmiera, Valmieras novads, LV-4201, represented by its executive director Evija Voitkāne who acts on the basis of bylaws of Valmiera municipality government (hereinafter – Co-financing Beneficiary), on the one part, and

**NGO “Culture break borders”**, registration number 913252306, address: Toftes Gate 69, Oslo, Norway, represented by its chairman and general manager Frode Barth who acts on the basis of statutes (hereinafter – the Partner), on the other part, hereinafter collectively referred to as the Parties, and each individually as the Party,

on the grounds of:

- the provisions of the Cabinet Regulation No.700 of 24 November 2020 “General Regulations for the Implementation of the European Economic Area Financial Mechanism 2014 – 2021 programme “Local Development, Poverty Reduction and Cultural Cooperation” and the pre-defined projects”, Cabinet Regulation No.67 of 28 January 2021 “Implementation Regulation for the Open Call for project proposals “Support for the Creation of Professional Art And Cultural Products for Children and Youth” of the European Economic Area Financial Mechanism Programme for 2014 – 2021 “Local Development, Poverty Reduction and Cultural Cooperation”;
- project application “Valmiera Multimedia Festival Youth Arts and Education Programme” (project No. EEZ/2022/2/14) (hereinafter – the Project) for the open call for project proposals “Support for the Creation of Professional Art and Cultural Products for Children and Youth” of the European Economic Area Financial Mechanism (hereinafter – EEA Financial Mechanism) Programme “Local Development, Poverty Reduction and Cultural Cooperation”;
- the Ministry of Culture opinion No. 2.5-24-38 of August 23, 2022 "Regarding the decision of the Ministry of Culture of June 30, 2022 No. 2.5-24-22 "Regarding the project application "Valmiera Multimedia Festival Youth Arts and Education Programme" (No. EEZ/2022/2/14) approval with conditions" fulfilment of conditions;
- the agreement No. 4.3.1-12-18 of September 26, 2022 concluded between the Co-financing Beneficiary and the Ministry of Culture of the Republic of Latvia as the Programme Partner on the allocation of funds for the implementation of the project No. EEZ/2022/2/14 “Valmiera Multimedia Festival Youth Arts and Education Programme”;

conclude the following partnership agreement on the implementation of the Project of the open call “Support for the Creation of Professional Art and Cultural Products for Children and Youth” of the EEA Financial Mechanism Programme “Local Development, Poverty Reduction and Cultural Cooperation” (hereinafter – the Agreement):

## **1. SUBJECT OF THE AGREEMENT**

This Agreement regulates the participation of the Partner and the cooperation of the Parties in the implementation of the Project of the open call “Support for the Creation of Professional Art and Cultural Products for Children and Youth” of the EEA Financial Mechanism Programme “Local Development, Poverty Reduction and Cultural Cooperation” (hereinafter – the Programme).

## **2. RESPONSIBILITIES, OBLIGATIONS AND RIGHTS OF THE PARTNER**

- 2.1. The Partner has the following responsibilities and obligations regarding the implementation of the supported activities of the Project:
- 2.1.1. to ensure the implementation of the supported activities of the Project in accordance with the provisions of this Agreement, the provisions of the agreement concluded between the Co-financing Beneficiary and the Ministry of Culture of the Republic of Latvia as the Programme Partner (hereinafter – the Ministry as the Programme Partner), or the agreement on the allocation of funds for the implementation of the project Nr. EEZ/2022/2/14 “Valmiera Multimedia Festival Youth Arts and Education Programme” of the EEA Financial Mechanism Programme for 2014 – 2021 “Local Development, Poverty Reduction and Cultural Cooperation” (hereinafter – the Project Agreement), with which a Project application form (Annex 1 of this Agreement) has been approved, and the provisions of the laws and regulations governing the Programme;
  - 2.1.2. to comply with all terms and conditions set forth in the Project and this Agreement with respect to the Partner;
  - 2.1.3. to inform the Co-financing Beneficiary about any circumstances that could negatively affect the implementation of the Project or this Agreement or could result in temporary or permanent termination of the Partner's participation in the Project;
  - 2.1.4. within the time limits defined by the Co-financing Beneficiary, to provide all the information, which is necessary for the preparation of reports and other documents related to provision of information to the Ministry as the Programme Partner or auditors on the implementation of the Project, including to submit copies of documents and justification documents related to the implementation of the Project, if applicable;
  - 2.1.5. within the time limits defined by the Co-financing Beneficiary, to submit to the Co-financing Beneficiary a expense report, which includes payment documents, specific references to the line indicated in the project budget form (Annex No. 2) and the relevant project activity, and an opinion of an independent certified auditor who is qualified to perform statutory audits of accounting documents in accordance with International Standard on Related Services (ISRS) 4400, “Engagements to Perform Agreed-upon Procedures Regarding Financial Information” issued by International Federation of Accountants (IFAC), in accordance with the Annex 3 of this Agreement, certifying that the costs were incurred pursuant to the conditions for the implementation of the EEA Financial Mechanism Programme, national laws and regulations and accounting practice of the relevant country. Or shall submit a report issued by a competent and independent public official recognised by the authorities of the relevant state, responsible for budgetary and financial control in the body which caused the expenditure and which did not participate in the preparation of the financial statements, if this report certifies that the costs were incurred pursuant to the conditions for the implementation of the EEA Financial Mechanism Programme, national laws and regulations and accounting practice of the relevant country;
  - 2.1.6. to implement all the activities within the scope of the competency of the Partner that would allow the Co-financing Beneficiary to fulfil the responsibilities set forth in the Project Agreement concluded with the Ministry as the Programme Partner;
  - 2.1.7. when carrying out a procurement and concluding supply or service contracts, to observe the principles of cost-effectiveness, economy and efficiency, the public procurement legal framework (if applicable), as well as the established requirements for the performance of feasibility research and ensure transparent, non-discriminatory purchase of goods and services;
  - 2.1.8. to immediately submit all the necessary information or documents upon the request of the Ministry as the Programme Partner, Ministry of Environmental Protection and Regional Development as the Programme Operator (hereinafter – Programme Operator), Ministry of Finance as the Audit Authority, Treasury of the Republic of Latvia as the Certifying Authority, the State Audit Office of the Republic of Latvia, Norwegian Ministry of Foreign Affairs, Office of the Auditor General of Norway, The European Free Trade Association Board of Auditors, Financial Mechanism Office or its authorised auditor, as well as to ensure the presence of

- the Partner during the audit. The Partner ensures free access to the premises of the Partner, technique, accounting and financial documents, other documents and information related to the Project, and Project implementation place to the institutions defined in this paragraph;
- 2.1.9. to keep, for audit purposes, all materials and documents and data on their participation in the Project in paper format and on electronic data carriers in a secure and orderly manner throughout the Project implementation period and for at least 5 (five) years after approval of the final programme report;
- 2.1.10. to ensure the publicity of the Project:
- 2.1.10.1. to ensure the operative coordination of the publicity materials concerning the implementation of the supported activities under the responsibility of the Partner, with the Co-financing Beneficiary;
- 2.1.10.2. to cooperate with the Co-financing Beneficiary in the publicity events planned in the Project, in accordance with the plan of the publicity events of the Project;
- 2.1.10.3. in accordance with the Paragraph 3.2. of the Annex 3 of the Regulation on the implementation of the EEA Financial Mechanism 2014 – 2021, the Partner shall provide information on their involvement and the outcome of their Project to the general public of Norway and relevant stakeholders. Information about the Project shall be available on the website of the Partner;
- 2.1.11. to implement the supported activities of the Project:
- 2.1.11.1. to ensure the delegation of the Partner's representative and his or her participation in the meetings of the Project monitoring group;
- 2.1.11.2. to involve experts from the relevant fields where necessary from both internal and external resources;
- 2.1.11.3. **The Project Activity No.1 “Project management and administration”:**
- 2.1.11.3.1. to participate in the Project’s management and administration, reporting the expanses, planning travels of the team and other administrative tasks concerning Partner’s team members;
- 2.1.11.3.2. to select, involve and communicate with Norwegian professional artists involved in the activities throughout the duration of the Project;
- 2.1.11.3.3. to prepare an open-call announcement, select and recruit 7 young people from Norway to participate in the project for the development of new artistic and cultural products;
- 2.1.11.3.4. to plan and organise the working group meeting in Oslo, Norway (venue, technical support etc.);
- 2.1.11.3.5. to administrate all financial expenses of Partner, including contractual relations with the project participants, accounting and the engagement of an auditor;
- 2.1.11.4. **The Project Activity No.2 “Publicity”:**
- 2.1.11.4.1. to support communication activities through dissemination of information on Partners social media, home page and other communication channels;
- 2.1.11.5. **The Project Activity No.3 “Artists and pupils’ matchmaking, ideas hackathon”:**
- 2.1.11.5.1. to prepare facilities, infrastructure and technical support for event part in Oslo, Norway;
- 2.1.11.5.2. to ensure project team attendance of the event;
- 2.1.11.5.3. to involve 2 students and 1 teacher in hackathon jury;
- 2.1.11.5.4. to involve 2 Norwegian experts, e.g., playwright, novelist/scripwrighter, technology expert, youth psychotherapist;
- 2.1.11.6. **The Project Activity No.4 “Creation of the artworks and digital platform”:**
- 2.1.11.6.1. to participate in online meetings;
- 2.1.11.6.2. to consult and support art work teams - students and artists;
- 2.1.11.6.3. to coordinate communication with involved experts;
- 2.1.11.7. **The Project Activity No.5 “Makerspace / prototype testing”:**

- 2.1.11.7.1. to plan and organise Norwegian project participants' travel to Valmiera, Latvia;
- 2.1.11.7.2. to ensure project team attendance of the event;
- 2.1.11.8. The Project Activity No.6 "Festival event in Valmiera":**
  - 2.1.11.8.1. to plan and organise Norwegian project participants' travel to Valmiera, Latvia;
  - 2.1.11.8.2. to ensure project team attendance of the event;
- 2.1.11.9. The Project Activity No.7 "International training for artists, producers, creators, curators and art teachers about artistic communication, mediation and engagement with younger audiences":**
  - 2.1.11.9.1. to involve 3 Norwegian lecturers who will ensure the preparation and presentation of the key notes, as well as participate in the practical training and the closed working sessions;
  - 2.1.11.9.2. to involve event participants from Norway - at least 5 teachers and 5 professional artists;
- 2.1.11.10. The Project Activity No.9 "Development of educational programmes in physical and digital environment":**
  - 2.1.11.10.1. to involve 2 Norwegian experts, e.g., teacher, art therapist, psychologist;
  - 2.1.11.10.2. to involve test group participants from Norway - 15 students and 1 teacher;
- 2.1.11.11. The Project Activity No.11 "Side events of the festival in Valmiera":**
  - 2.1.11.11.1. to ensure project team attendance of the events;
- 2.1.11.12. The Project Activity No.12 "Teachers training and active digital product distribution":**
  - 2.1.11.12.1. to involve 6 teachers from Norway to participate in the training on how to use the content of the project's digital platform.

## 2.2. Rights of the Partner:

- 2.2.1. to receive, from the Co-financing Beneficiary, information related to its participation in the implementation of the supported activities of the Project;
- 2.2.2. to keep the rights to use the created cultural products also after the implementation of the Project, while respecting and providing appropriate references in any form of public materials and communication, that the producers' rights of these cultural products belong to the Co-financing Beneficiary and Partner;
- 2.2.3. records of the cultural product in video and photo format remain the property of the Co-financing Beneficiary and Partner, and both can use it after the end of the Project without any restrictions.

## 3. RESPONSIBILITIES, OBLIGATIONS AND RIGHTS OF THE CO-FINANCING BENEFICIARY

- 3.1. The responsibility of the Co-financing Beneficiary, including the obligations and rights in the implementation of the Project, is determined by the Project Agreement on the implementation of the Project.
- 3.2. Obligations of the Co-financing Beneficiary according to the Project Agreement:
  - 3.2.1. to implement the supported activities of the Project:
    - 3.2.1.1. The Project Activity No.1 "Project management and administration":**
      - 3.2.1.1.1. to provide the Partner with information related to its participation in the implementation of the supported activities of the Project;
      - 3.2.1.1.2. to ensure the Project management, i.a., Project implementation, monitoring and administration procedures by employing Project manager and Project Accountant and by involving also the Partner in the required activities;
      - 3.2.1.1.3. to invite the Partner to delegate a representative to participate in the Project monitoring group;

- 3.2.1.1.4. to send the time frame for the implementation of the supported activities of the Project for approval;
- 3.2.1.1.5. to select, involve and communicate with Latvian professional artists involved in the activities throughout the duration of the Project;
- 3.2.1.1.6. to prepare an open-call announcement, select and recruit 7 young people from Latvia to participate in the project for the development of new artistic and cultural products;
- 3.2.1.2. The Project Activity No.2 “Publicity”:**
  - 3.2.1.2.1. to coordinate publicity materials concerning the implementation of the supported activities under the responsibility of the Partner, with the Partner;
  - 3.2.1.2.2. to cooperate with the Partner in the publicity events planned in the Project, in accordance with the plan of the publicity events of the Project;
  - 3.2.1.2.3. to create and manage separate social media accounts for the Project (Facebook, Instagram);
  - 3.2.1.2.4. to provide placement of detailed information regarding the Project on a website [www.valmierasnovads.lv](http://www.valmierasnovads.lv) in Latvian and English;
  - 3.2.1.2.5. to cooperate with Partner to carry out the information and publicity measures in mass media: radio, TV, press, internet portals;
  - 3.2.1.2.6. to organise creation of printed materials and the environmental advertising - posters, stickers, press kit etc.;
  - 3.2.1.2.7. to organise project photo and video activities;
- 3.2.1.3. The Project Activity No.3 “Artists and pupils’ matchmaking, ideas hackathon”:**
  - 3.2.1.3.1. to prepare facilities, infrastructure and technical support for event part in Valmiera, Latvia;
  - 3.2.1.3.2. to ensure project team attendance of the event;
  - 3.2.1.3.3. to involve 2 students and 1 teacher in hackathon jury;
  - 3.2.1.3.4. to involve 2 Latvian experts, e.g., playwright, novelist/scripwriter, technology expert, youth psychotherapist;
  - 3.2.1.3.5. to involve 1 facilitator and workshop leader;
- 3.2.1.4. The Project Activity No.4 “Creation of the artworks and digital platform”:**
  - 3.2.1.4.1. to participate in online meetings;
  - 3.2.1.4.2. to consult and support art work teams - students and artists;
  - 3.2.1.4.3. to coordinate communication with involved experts;
  - 3.2.1.4.4. to organise digital platform development;
- 3.2.1.5. The Project Activity No.5 “Makerspace / prototype testing”:**
  - 3.2.1.5.1. to prepare facilities, infrastructure and technical support for on-site building and testing of artworks in Valmiera, Latvia;
  - 3.2.1.5.2. to ensure project team attendance of the event;
- 3.2.1.6. The Project Activity No.6 “Festival event in Valmiera”:**
  - 3.2.1.6.1. to prepare facilities, infrastructure and technical support for festival event in Valmiera, Latvia;
  - 3.2.1.6.2. to promote and organise target group attendance of the event;
  - 3.2.1.6.3. to ensure project team attendance of the event;
- 3.2.1.7. The Project Activity No.7 “International training for artists, producers, creators, curators and art teachers about artistic communication, mediation and engagement with younger audiences”:**
  - 3.2.1.7.1. to prepare facilities, infrastructure and technical support for online or hybrid event for artists, producers, creators, curators and art teachers;
  - 3.2.1.7.2. to involve 3 Latvian lecturers who will ensure the preparation and presentation of the key notes, as well as participate in the practical training and the closed working sessions;
  - 3.2.1.7.3. to involve event participants from Latvia - at least 10 teachers and 20 professional artists;

- 3.2.1.7.4. to ensure project team attendance of the events;
- 3.2.1.8. The Project Activity No.8 “Labs of audience research”:**
  - 3.2.1.8.1. to prepare facilities, infrastructure and technical support for moderated discussion workshops and debate activities in Valmiera, Latvia with youth focus groups;
  - 3.2.1.8.2. to involve 30 members of the target group;
  - 3.2.1.8.3. to involve 1 event moderator and 5 focus group debate facilitators;
  - 3.2.1.8.4. to ensure project team attendance of the events;
- 3.2.1.9. The Project Activity No.9 “Development of educational programmes in physical and digital environment”:**
  - 3.2.1.9.1. to involve 3 Latvian experts, e.g., education expert, teacher, art therapist, psychologist;
  - 3.2.1.9.2. to involve test group participants from Latvia for the digital environment test- 30 secondary school pupils and 2 teachers;
  - 3.2.1.9.3. to involve test group participants from Latvia for the physical environment test - 5 secondary school pupils and 2 teachers;
- 3.2.1.10. The Project Activity No.10 “Art mediators training”:**
  - 3.2.1.10.1. to select and train 6 secondary school pupils aged 15-18 to provide arts mediation for festival visitors;
- 3.2.1.11. The Project Activity No.11 “Side events of the festival in Valmiera”:**
  - 3.2.1.11.1. to ensure project team attendance of the events;
  - 3.2.1.11.2. to support art mediators during the festival;
  - 3.2.1.11.3. to prepare facilities, infrastructure and technical support for side events - opening and Project presentation, artist talks, discussions on youth and artwork related topics;
- 3.2.1.12. The Project Activity No.12 “Teachers training and active digital product distribution”:**
  - 3.2.1.12.1. to recruit 15 teachers from Latvia to participate in the training on how to use the content of the project’s digital platform.

### 3.3. Rights of the Co-financing Beneficiary:

- 3.3.1. to receive, from the Partner, all the information regarding the implementation of the Project, which is necessary for the preparation of reports and other documents related to the provision of information to the Ministry as the Programme Partner and the entities carrying out the audit regarding the implementation of the Project;
- 3.3.2. to keep the rights to use the created cultural products also after the implementation of the Project, while respecting and providing appropriate references in any form of public materials and communication, that the producers’ rights of these cultural products belong to the Co-financing Beneficiary and Partner.

## 4. FINANCIAL CONDITIONS

- 4.1. The total Partner’s costs of the implementation of the supported activities No.1 “Project management and administration”, No.3 “Artists and students matchmaking, ideas hackathon”, No.5 “Maker space / prototype testing”, No.6 “Festival event in Valmiera”, No.7 “International training for artists, producers, creators, curators and art teachers about artistic communication, mediation and engagement with younger audiences”, No.9 “Development of educational programmes in physical and digital environment” may not exceed EUR 78 063,00 (seventy eight thousand sixty-three euros, 00 cents) in accordance with the budget items specified in Annex No. 2.
- 4.2. The Parties agree that the Co-financing Beneficiary shall cover costs for the implementation of the supported activities No.1 “Project management and administration”, No.2 “Publicity”, No.3 “Artists and students matchmaking, ideas hackathon”, No.4 “Creation of the artworks and digital platform”, No.5 “Maker space / prototype testing”, No.6 “Festival event in Valmiera”, No.7 “International training for artists, producers, creators, curators and art teachers about artistic communication, mediation and engagement with younger audiences”, No.8 “Labs of audience research”, No.9 “Development of educational programmes in physical and digital environment”,

No.10 “Art mediators training”, No.11 “Side events of the festival in Valmiera”, No.12 “Teachers training and active digital product distribution” in accordance with the budget items specified in Annex No. 2.

- 4.3. If any of the project activities are cancelled due to restrictions following the Covid-19 pandemic, the Parties will together strive to find an alternative solution.

## 5. ELIGIBILITY OF COSTS

- 5.1. For the purposes of this Agreement, eligible costs are costs incurred by the Partner in accordance with the cost eligibility conditions which correspond to the amount of eligible costs specified in the Project Agreement and the specified period of cost eligibility.
- 5.2. The Partner guarantees that all costs incurred in the Project are incurred in accordance with the requirements for the eligibility of costs of the EEA Financial Mechanism.
- 5.3. The Partner undertakes to ensure the organisation of separate accounting in accordance with the requirements of the Programme.
- 5.4. The amount of indirect costs of the Partner shall be calculated as a flat rate of 10% (ten percent) of direct staff remuneration costs not exceeding 1099,50 EUR (one thousand ninety-nine euros 50 cents).

## 6. PAYMENTS

- 6.1. Based on the provisions of the Project Agreement and the provisions of this Agreement, the Co-financing Beneficiary shall make payments to the Partner in accordance with the procedures provided for in this Agreement.
- 6.2. Payments covering the costs indicated in paragraph 4.1 of this Agreement shall be paid in the following order:
- 6.2.1. The Co-financing Beneficiary shall transfer to the Partner, EUR 79 162,50 (seventy-nine thousand one hundred sixty-two euros, 50 cents) in total to the Partner's account indicated in this Agreement in accordance with the mutually agreed Project implementation time frame:
- 6.2.1.1. Advance payment of EUR 9845,00 (nine thousand eight hundred forty-five euros 00 cents) for the implementation of the project activities No. 1, 3 and 7 in the period November 2022 - April 2023, until November 15, 2022;
- 6.2.1.2. Payment of EUR 23 665,00 (twenty-three thousand six hundred sixty-five euros 00 cents) for the implementation of the Project activities No.1, 5, and 6 in the period May 2023 - September 2023, until May 15, 2023, after receiving proof of expenses for previously received funding;
- 6.2.1.3. Payment of EUR 37 736,00 (thirty-seven thousand seven hundred thirty-six euros 00 cents) for the implementation of the Project activities No.1, 5, and 6 in the period October 2023 - March 2024, until October 15, 2023, after receiving proof of expenses for previously received funding;
- 6.2.1.4. Final payment of EUR 7916,50 (seven thousand nine hundred sixteen euros 50 cents) 5 (five) working days after receiving the final payment from the Ministry of Culture of the Republic of Latvia.
- 6.2.2. In the case that there is a positive difference between the funds transferred to the Partner (EUR 79 162,50 (seventy-nine thousand one hundred sixty-two euros, 50 cents)) and actual expenses incurred, the Partner shall transfer the remaining amount to the Co-financing Beneficiary's account specified in this Agreement, after all payments have been made, but no later than 10 (ten) working days after the closing of the supported activity(-ies) managed by the Partner.
- 6.2.3. The Partner will submit to the Co-Financing Beneficiary an expense report and an opinion of an independent certified auditor at the end of the Project, after all payments have been made, but no later than 10 (ten) working days after the closing of the supported activities and payments managed by the Partner.
- 6.3. The Partner shall only pay for the eligible costs indicated in this Agreement. In the event that the Partner has incurred any expenses that are not eligible under this Agreement, the Partner shall cover them from its own funds.

6.4. The Co-financing Beneficiary and the Partner shall provide and indicate their bank accounts in this Agreement for payments concerning the implementation of the supported activities of the Project.

## **7. CONDITIONS FOR CURRENCY CONVERSION AND REIMBURSEMENT PROCEDURE FOR CURRENCY CONVERSION EXPENSES**

- 7.1. The financing is paid in euros.
- 7.2. Currencies are converted into EUR according to the European Commission's monthly accounting exchange rate for the month<sup>1</sup> in which these expenses are recorded.
- 7.3. The Parties agree that if a situation requiring currency conversion arises and currency conversion costs are incurred, the Co-financing Beneficiary shall undertake to cover the currency conversion costs from its own funds.

## **8. CONDITIONS FOR CARRYING OUT AUDITS AND INSPECTIONS**

- 8.1. At the request of the Co-financing Beneficiary, the Partner shall ensure the provision and preparation of all information and documentation necessary for an audit or an inspection within the term specified.
- 8.2. Within the time limits defined by the Co-financing Beneficiary, the Partner ensures the elimination of all deficiencies identified during inspections.
- 8.3. If during an inspection it has been recognized that the Project expenses do not correspond to the conditions of the Project Agreement, they shall be considered as ineligible even if they have been approved in previous Project reports.

## **9. DISPUTE RESOLUTION PROCEDURE**

- 9.1. Disputes between the Parties related to the fulfilment of obligations under the Agreement shall be settled by agreement. The agreement shall be drafted in writing as an annex to this Agreement.
- 9.2. In the case that the Parties cannot agree, disputes shall be resolved in accordance with the procedures specified in the laws and regulations in force in the Republic of Latvia.
- 9.3. The Agreement is governed by the laws of the country of the Co-financing Beneficiary.
- 9.4. Matters which are not covered by the Agreement shall be regulated by the law of the European Union.
- 9.5. In the case of differences in interpretation, the English version of the Agreement shall prevail.

## **10. LIABILITY OF THE PARTIES**

- 10.1. The Parties shall be liable for the non-performance or improper performance of contractual obligations in accordance with the procedures and to the extent specified in the laws and regulations in force in the Republic of Latvia.

## **11. CONTACTS**

- 11.1. All communication related to this Agreement shall be made in writing, quoting the Project number and name, and using the following contact information:

Co-financing Beneficiary:

|                  |   |
|------------------|---|
| Project manager: | Vita Reinalde   |
| Address:         | Lāčplēša iela 2, Valmiera, Valmieras novads, LV-4201                          |
| Phone:           | +371 25625350   |
| E-mail:          | vita.reinalde@valmierasnovads.lv  |
| Website:         | <a href="https://www.valmierasnovads.lv/">https://www.valmierasnovads.lv/</a> |

Partner:

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<sup>1</sup> [https://ec.europa.eu/info/funding-tenders/how-eu-funding-works/information-contractors-and-beneficiaries/exchange-rate-infoeuro\\_lv](https://ec.europa.eu/info/funding-tenders/how-eu-funding-works/information-contractors-and-beneficiaries/exchange-rate-infoeuro_lv)

|                       |   |
|-----------------------|---|
| Responsible official: | Frode Barth   |
| Address:              | Postboks 2638 St. Hanshaugen N-0131<br>Oslo, Norway                                 |
| Phone:                | +47 90645924  |
| E-mail:               | frodebarth@frodebarth.com   |
| Website:              | <a href="https://culture-break-borders.com/">https://culture-break-borders.com/</a> |

11.2. The Party whose contact information has changed shall immediately notify the other Party, which shall then attach a notice of the change of details to the Agreement.

## 12. FORCE MAJEURE

- 12.1. The Parties shall be released from liability for partial or total non-compliance with the provisions of this Agreement in the event of force majeure, including but not limited to natural disasters, wars, strikes, epidemics, sabotage and acts of terrorism, and other conditions qualified as *force majeure* according to international standards, if the Agreement is not enforceable in whole or in part because of such conditions.
- 12.2. The Party whose performance is hindered by the circumstances specified in Paragraph 12.1 of this Agreement is obliged to inform the other Party about it in writing within 5 (five) days. The Parties shall separately agree on the further performance of the Agreement in writing.
- 12.3. If a Party has not been able to fulfil its obligations due to the circumstances specified in Paragraph 12.1 of this Agreement, but has not notified the other Party about it in accordance with the procedure specified in Paragraph 12.2 of this Agreement, it shall lose the right to refer to the said circumstances.
- 12.4. The Parties shall agree on amendments to the Agreement while the circumstances and consequences referred to in Paragraph 12.1 of this Agreement are in effect.

## 13. ENTRY INTO FORCE, DURATION AND AMENDMENTS OF THE AGREEMENT

- 13.1. This Agreement shall enter into force upon signing and shall remain in force until the Parties have completely fulfilled their obligations in respect to each other and until the Co-financing Beneficiary has fulfilled its obligations in respect to the Ministry.
- 13.2. All changes to this Agreement shall be made in writing and shall become an integral part of this Agreement upon mutual signing.

## 14. OTHER PROVISIONS

- 14.1. The Agreement with its annexes is drawn up in Latvian and English, in three copies with equal legal force; one copy has been issued to the Partner, and two copies – to the Co-financing Beneficiary.

### Annexed:

1. Project application form of the Project “Valmiera Multimedia Festival Youth Arts and Education Programme” (project No. EEZ/2022/2/14) on 65 pages;
2. Project “Valmiera Multimedia Festival Youth Arts and Education Programme” (project No. EEZ/2022/2/14) budget on 1 Excel spreadsheet;
3. Template for the certification of costs claimed by the Donor project partner on 1 page.

### CO-FINANCING BENEFICIARY

Valmiera municipality government  
Registered office: Lāčplēša iela 2, Valmiera,  
Valmieras novads, LV-4201  
Reg.No. 90000043403  
Bank: Valsts kase  
SWIFT: TREL LV22  
IBAN: LV61TREL980251306400B

### PARTNER:

NGO “Culture break borders”  
Registered office: Toftes Gate 69, Oslo,  
Norway  
Reg.No.: 913252306  
Bank: DNB BANK ASA  
SWIFT: DNBANOKKXXX  
IBAN: NO52 15067127347

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Evija Voitkāne  
executive director

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Frode Barth  
chairman