## COOPERATION AGREEMENT

This Cooperation Agreement concerns

**My Father’s Story**

(EHP-BFNU-PDINKM-6-156-01-2020)

between the following partners

**THE FALSTAD CENTRE, Falstadvegen 59, 7624 Ekne, NORWAY. Org.no.: 982 912 393**

* Hereinafter referred to as «Project leader» or FAL
* Represented for the signature of the Project co-operation agreement by its authorized representative Christian Wee, Director

and

**INSTITUTE FOR THE STUDY OF TOTALITARIAN REGIMES (ÚSTR), Ústav pro studium totalitních režimů, nám. Winstona Churchilla 1800/2, 130 00 Praha 3, CZECH REPUBLIC. Org./VAT no.:** CZ75112779

* Hereinafter referred to as “Project partner” or ÚSTR
* Represented for the signature of the Project cooperation agreement by its authorized representative [Mgr. Zdeněk Hazdra, Ph. D.](https://www.ustrcr.cz/o-nas/vedeni-ustr/zdenek-hazdra/), Director

Hereinafter together referred to as “The parties”.

1. **DEFINITIONS**
   1. PARTIES mean the Parties signing this Project Cooperation Agreement
   2. PROJECT LEADER means the Falstad Center (FAL), having its offices at Falstadvegen 59, 7624 Ekne, Norway
   3. PROJECT means **My Father’s Story**
   4. PROJECT SHARE of a Party means that Party's share of the total budgeted cost of the Project as shown in this Agreement;
   5. FORCE MAJEURE means any unforeseeable and insuperable event affecting the carrying out of the project by one or more Parties;
   6. PROJECT COOPERATION AGREEMENT or AGREEMENT means this agreement;
   7. SUBCONTRACTOR means a third party who by means of a contractual arrangement with a Party, carries out work for the Project on behalf of such Party
   8. ACCESS RIGHTS means licenses, proprietary information and user rights to knowledge or pre-existing know-how.
   9. Board meeting shall mean a meeting between the legal representatives of each of the Parties or their authorized representatives at any time upon written request of any of the Parties or the Project leader
   10. EEA and NORWAY GRANTS 2014-2021 GRANT AGREEMENT refers to the Grant Agreement between EEA and NORWAY GRANTS 2014 - 2021 and the parties, signed by the PROJECT LEADER, agreement no. EHP-BFNU-PDINKM-6-071-2020.
2. **PURPOSE AND SCOPE OF THE PARTNERSHIP** 
   1. This Agreement governs the rights and obligations of the Parties with respect to the partnership to be carried out for the project **My Father’s Story.**
   2. The Parties undertake to cooperate under and adhere to the conditions of this PCA in order to achieve the goals of the Project.
   3. The Parties shall carry out the Project and their respective tasks under the Project in accordance with the conditions set out in this Agreement and its Appendixes.
3. **ORDER OF CONTRACTUAL OBLIGATIONS**

This Project cooperation agreement describes the cooperation, obligations and roles of the Parties with regards to the Project.

1. **COMING INTO FORCE – DURATION**
   1. This agreement shall enter into force following its signature by all the Parties.
   2. This agreement is concluded for a specified period of time, until 1st October 2022.
2. **AIMS AND OBJECTIVES OF THE PROJECT**

In this project, the Falstad Centre cooperates with the Institute for the Study of Totalitarian Regimes (ÚSTR) and Czech artist Petr Řehoř and his wife, photographer Pauliina Pasanen. The aim is to create an artistic work based on the experiences of Mr. Řehoř’s father’s story as a Czech prisoner in a Nazi labour camp in Norway during World War II.

Czech prisoners in Norway are not widely discussed as a part of the WWII history, and by this micro-historical approach, we will seek to explore this little communicated part of Norway’s World War II history through research about traumatic experiences shared by many young men. In this cooperation we will, through the life of one prisoner, get a larger view and knowledge about the historical facts, by means of an artist’s interpretation.

Through the project, the parties involved aim at achieving the following key outcomes:

* Contributing to a broader understanding of the history of Czech forced labour in Norway, contextualized through the story of an individual forced labourer in Norway during WWII.
* Competence building within partner organizations when it comes to the use of art in the communication of contested and undercommunicated layers of the common WWII history shared by the Czech Republic and Norway
* Facilitation of increased public interest in the topic of Czech forced labour in Norway through exhibiting the art project.

1. **SCOPE OF ACTIVITIES OF THE PARTIES**

The Scope of activities of the Parties in My Father’s Story, as well as timelines, are described in **Appendix 1 PROJECT DESCRIPTION AND DIVISION OF TASKS BETWEEN THE PARTNERS, Appendix 2 DETAILED BUDGET, Appendix 3 PARTNERSHIP STATEMENT – EXPRESSION OF INTEREST FOR COOPERATION, Appendix 4 OVERVIEW OF VISITS DURING THE PROJECT PERIOD**

1. **PROJECT BUDGET FINANCING**

The Parties have agreed on a total project budget of € 25 000,-. The project is financed through:

|  |  |
| --- | --- |
| **Eligible income** | Amount |
| EEA and NORWAY GRANTS 2014 – 2021 Grant income | € 25 000,- (alternatively in CZK) |
| Income generated by the project |  |
| Self-financing |  |
| **Total** | **€ 25 000,-** |

The EEA and NORWAY GRANTS 2014 - 2021 Grant income of € 25 000, - is received and managed by the project leader (FAL). Project leader (FAL) is obliged to cooperate with the Beneficiary (USTR) in order to pay for the eligible costs of the Beneficiary (USTR). This includes payments connected with the travel costs, expert fees as well as costs for the renting of exhibition space and advertising of the exhibition. Specific items including exact amounts and purposes of these costs are defined in the Detailed Budget, Appendix 2 to this Agreement.

Each partner is liable for their own financial commitment to the project as laid out in the budget and above. Any debts or outstanding payments incurred by the Parties are the sole responsibility of said Party.

If the project receives extra funding, the Partners shall agree on how to share the income according to the priorities in the financial strategy. The aim of the distribution is the benefit of the project as a whole. Project leader (FAL) has the veto to decide distribution key if disagreements are not solved.

The Partners agree on an open communication on finances and are obliged to inform the other partners of every external income in the project.

1. **SUBCONTRACTS**

Any agreements with subcontractors that has financial impact on the Project shall be approved by the Project leader before entering into force.

1. **ROLES AND MANAGEMENT**

Project leader (FAL) is responsible for the overall management of the Project. Further division of tasks in the Project is described in Appendix 1 PROJECT DESCRIPTION AND DIVISION OF TASKS BETWEEN THE PARTNERS.

1. **GENERAL OBLIGATIONS AND ROLES OF THE BENEFICIARIES** 
   1. **General obligations and role of the beneficiaries**

The beneficiaries:

(a) are jointly and severally liable for carrying out the action in accordance with the Agreement. If a beneficiary fails to implement its part of the action, the other beneficiaries become responsible for implementing this part (but without increasing the maximum amount of the grant);

(b) must comply jointly or individually with any legal obligations they are bound by under applicable EU, international and national law;

(c) must make appropriate internal arrangements to implement the action properly. The arrangements must be consistent with the terms of the Agreement. If provided for in the Special Conditions, those arrangements must take the form of an internal cooperation agreement between the beneficiaries.

* 1. **General obligations and role of each beneficiary**

Each beneficiary must:

(a) inform the coordinator immediately of any events or circumstances of which the beneficiary is aware, that are likely to affect or delay the implementation of the action;

(b) inform the coordinator immediately:

- (i) of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;

- (ii) of any change in the legal, financial, technical, organisational or ownership situation of its affiliated entities and of any change in their name, address or legal representative;

- (iii)of any change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, including for its affiliated entities;

(c) submit in due time to the coordinator:

- (i) the data needed to draw up the reports, financial statements and other documents provided for in the Agreement;

- (ii) all the necessary documents required for audits, checks or evaluations as provided for in Article 11.27.

- (iii) any other information to be provided to the Agency under the Agreement, except if the Agreement requires such information to be submitted directly by the beneficiary.

* 1. **General obligations and role of the coordinator**

The coordinator:

(a) must monitor the implementation of the action in order to make sure that the action is implemented in accordance with the terms of the Agreement;

(b) is the intermediary for all communications between the beneficiaries and the funding agency, except if provided otherwise in the Agreement. In particular, the coordinator:

- (i) must immediately inform the Agency:

- of any change in the name, address, legal representative of any of the beneficiaries or of their affiliated entities;

- of any change in the legal, financial, technical, organisational or ownership situation of any of the beneficiaries or of their affiliated entities;

- of any events or circumstances of which the coordinator is aware, that are likely to affect or delay the implementation of the action;

- of any change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046, for any of the beneficiaries or their affiliated entities.

- (ii) is responsible for supplying the Agency with all documents and information required under the Agreement, except if provided otherwise in the Agreement itself. If information is required from the other beneficiaries, the coordinator is responsible for obtaining and verifying this information before passing it on to the Agency;

(c) must make the appropriate arrangements for providing any financial guarantees required under the Agreement;

(d) must draw up the requests for payment in accordance with the Agreement;

(e) if it is designated as the sole recipient of payments on behalf of all of the beneficiaries, it must ensure that all the appropriate payments are made to the other beneficiaries without unjustified delay;

(f) is responsible for providing all the necessary documents required for checks and audits initiated before the payment of the balance or documents required for evaluation as provided for in Article 11.27. The coordinator may not subcontract any part of its tasks to the other beneficiaries or to any other party

1. **LANGUAGE**

The communication language between the Parties is English, but all partners are responsible for communicating project activities in their national language in local, regional and national platforms and media. All Project partners shall disseminate the results from the project throughout the project period at their proper digital platforms and venues. Languages of this dissemination are Czech and Norwegian.

1. **TERMINATION**

The agreement with one of the partners may only be terminated by the lead partner and if all other partners are in agreement. In the case of disagreement of termination, the lead partner will make the decision. Any outstanding payments from the EEA and NORWAY GRANTS 2014 – 2021 are forfeited and any payments that are not deemed as eligible as per the official guidelines shall be returned to the lead partner. The said partner that is terminated is still obligated to fulfill the requirements for reporting as stated by the official guidelines.

Termination shall be in writing.

Should any of the partners commit breach of this agreement the partners may decide to terminate the agreement with the partner in breach. This could include but is not limited to such occasions as inability to fulfill the main activities of the project.

The governing law for this document is Norwegian law.

Signed by

On DATE, in PLACE

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Christian Wee

The Falstad Centre

On DATE, in PLACE

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[Mgr. Zdeněk Hazdra, Ph. D.](https://www.ustrcr.cz/o-nas/vedeni-ustr/zdenek-hazdra/)

Institute for the Study of Totalitarian Regimes (ÚSTR)

APPENDIXES:

APPENDIX 1 PROJECT DESCRIPTION AND DIVISION OF TASKS BETWEEN THE PARTNERS

APPENDIX 2 DETAILED BUDGET

APPENDIX 3 PARTNERSHIP STATEMENT – EXPRESSION OF INTEREST FOR COOPERATION

APPENDIX 4 OVERVIEW OF VISITS DURING THE PROJECT PERIOD