

Template Partnership Agreement for donor partnership projects

between

The Ústí Region

Velká Hradební 3118/48, 400 02 Ústí nad Labem, Czech Republic,
Company Identification Number 70892156
Represented by Oldřich Bubeníček, Governor of Region
hereinafter referred to as the “Project Promoter”

and

Reykjavík Akadémían

Pórunnartúni 2, 105 Reykjavík, Ísland, ID: 946481187
Represented by Anna Þorbjörg Þorgrímsdóttir, Director of Reykjavík Akadémían
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 “The Rescued Cultural
Heritage of the Old Town of Most”
funded under the EEA/Norwegian Financial Mechanism
Programme Culture**

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 objective of the Agreement is the implementation of the Project “The Rescued Cultural Heritage of the Old Town of Most” funded under the EEA/Norwegian Financial Mechanism Programme Culture (hereinafter referred to as the “Project”). The Ministry of Finance of the Czech Republic is the Programme Operator.
3. The Parties shall act in accordance with the legal framework of the EEA/Norwegian Financial Mechanism 2014-2021 and this Agreement.

Article 2 – 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 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 promptly inform each other 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.
4. 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.
5. The Parties shall take responsibility for the implementation of their obligations and activities according to this Agreement to ensure that the objective of the Agreement is achieved until final date of the Project implementation.
6. The Parties shall keep each other informed about all matters of importance to overall cooperation and the implementation of the activities to be performed. For this purpose the Project team is set up:

On behalf of the Project Promoter:
Ing. Pavel Hajšman, project leader
Ing. Bc. Alena Kocianová, main project manager

PhDr. Adam Šrejber, Ph.D., material project manager
XXXXX, specialised and administrative project manager

On behalf of the Project Partner:

Anna Þorbjörg Þorgrímsdóttir, project leader

Nathalie Jacqueminet, specialised and material project manager

7. The Project Promoter is obliged to:

- a) ensure the correct and timely implementation of the Project's activities;
- b) manage the Project;
- c) provide the Project Partner with a copy of the signed Legal Act on Fund Allocation, including any subsequent amendments thereof as of their entry into force;
- d) prepare and submit in a timely manner to the Programme Operator project reports in connection with payment claims, in compliance with the Legal Act on Fund Allocation so as to meet the payment deadlines towards the Project Partner as stipulated in this Agreement;
- e) transfer to the Project Partner's nominated bank account all payments due by the set deadlines;
- f) ensure that the Project Partner promptly receives all assistance it may require for the performance of its tasks.

8. The Project Partner is obliged to:

- a) fulfil the obligations in accordance with this Agreement and the Guidelines of the National Focal Point on eligible expenditures within the EEA/Norwegian Financial Mechanism 2014-2021(hereinafter referred to as the "Guidelines on eligible expenditures");
- b) properly and promptly fulfil the obligations and activities according to Article 4 of this Agreement;
- c) use its project budget share only to cover costs related to the Project;
- d) properly account of all incomes and expenditures in connection with the Project implementation under the national legislation in force;
- e) provide documentation to support every cost and record all costs in bank accounts or evidence the costs by documentation on cash disbursements;
- f) follow relevant national legislation and legal principles of public procurement;
- g) provide additional information related to the Project Partner's obligations and activities in the Project on the Project Promoter's request;
- h) provide the Project Promoter with all information and documents 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;

- i) cooperate on preparation of the Project modifications;
- i) create conditions and provide cooperation necessary for controls of the Project;
- j) perform the activities and obligations in the Project in accordance with internal control system;
- k) archive all documents related to the Project for at least 10 years from 1 January following the year in which the project was completed in IS CEDR by the Programme Operator¹, at least until 31 December 2030;
- l) is not allowed to claim other funds for the same expenditure of the Project in order to avoid duplicity of financing;
- m) handle the property funded from the Project with due diligence, in particular to insure it and secure it against damage, loss or theft and not to encumbered such property by any third party rights. This obligation does not apply to consumables;
- n) provide cooperation during the Project evaluation.

9. The Project Partner is obliged to notify unsubstantial modifications of the Project to the Project Promoter in time period stated by the Project Promoter.

10. Substantial modifications shall be subject of an agreement concluded by Parties. The Parties are obliged to notify each other substantial modifications in such time period that the Project Promoter can submit modification request in time set up by the Programme Operator. The Project Promoter is allowed to submit substantial modification request to the Programme Operator only with the Project Partner's prior consent.

11. The Project Partner is obliged to inform the Project Promoter on any income that the Project Partner generated during the Project implementation.

12. The Parties are obliged to inform each other of any suspected irregularities in the Project. In cases where measures to remedy any such irregularity are taken by competent bodies, including measures to recover funds, the Party concerned shall be solely responsible for complying with such measures and returning such funds.

13. The Parties are obliged to preserve outcomes achieved in the Project in accordance with the Legal Act on Fund Allocation, if relevant. Sustainability conditions, defined by the Programme Operator during the verification procedure where relevant and accepted by the Applicant, include:

- movable assets acquired under the Project will be used for the implementation of the project results for a minimum of 5 years from the

¹ Information system for project administration within the EEA/Norway Financial Mechanism.

date of project completion in accordance with the requirements of the Programme Operator.

- the restored works of art will not be sold, pledged or encumbered by any other proprietary right for the duration of the project and 5 years from the project end date in accordance with the requirements of the Programme Operator.

Article 3 – Activities of the Project Promoter

1. The Project Promoter is responsible for overall coordination, management and implementation of the Project in accordance with the regulatory and contractual framework specified herein. It assumes sole responsibility for successful implementation of the Project towards the Programme Operator.

2. The Project Promoter is responsible for activities and commitments to the extent specified in the Project Application, including their organizational, material, and financial performance.

3. The Project Promoter shall provide services and cover the costs to the Project Partner for the material and project manager related to four five-day stays in the Czech Republic:

- travel costs, i.e. travel costs in Iceland, air transport Iceland – the Czech Republic – Iceland, travel costs in the Czech Republic;
- labour costs for the time spent travelling and stays in the Czech Republic;
- accommodation during stays in the Czech Republic.

4. The Project Promoter shall reimburse the Project Partner for administrative costs related to the participation in the project, in particular the preparation of the final report on mutual collaboration.

Article 4 – Activities 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.

2. The Project Partner shall be responsible for activities and commitments to the extent of:

- completing four five-day stays of a specialised and material project manager in the Czech Republic in accordance with the Programme of the Project Promoter;
- providing specialised consulting to the Project Promoter by the specialised and material project manager, for the whole duration of the Project;

- completing a final report on mutual project collaboration;
- reporting on mutual collaboration at the final conference regarding the Project.

Article 5 – Project budget and payment arrangements

1. The Project is funded from the EEA/Norwegian Financial Mechanism 2014-2021. The total fund allocation is [...] CZK.

2. The detailed total Project budget is stated in the Project application. The Project Promoter's share of the budget is 100%, i.e. 10.18 million CZK, of which a maximum of 700, 000 CZK can be allocated for the Project Partner's activities.

3. Expenditures incurred by the Project Partner must be in line with general rules on eligibility of expenditure contained in the Guidelines on eligible expenditures.

4. The Project Partner is obliged to provide additional costs from own resources in case that the fulfilment of the Project requires additional costs that are not covered by the Project budget.

5. The Project Partner is not allowed to require reimbursement of costs that the Programme Operator found not to be eligible.

6. Payment of the project grant share to the Project Partner shall take the form of reimbursement of incurred expenditure (interim payments).

7. Interim payments shall be paid on the basis of a payment request, as specified in Annex 1 of this agreement accompanied by copies of relevant documents. Payment requests shall be submitted to the Project Promoter within 30 working days after the completion of each journey to the Czech Republic along with the confirmation of the Project Partner's project manager that claimed costs are in compliance with the principles and rules set in this Agreement.

8. The Project Partner implements and reports expenditure by submitting a copy of the accounting document and the document proving the reimbursement of the expenditure. The Project Promoter shall check the expenditure, verifies its eligibility and then add it, as eligible expenditure, to the list of documents/requests for payment. Since the payment requests are made payable in CZK, the conversion of foreign currency into CZK shall be made by using the ECB monthly exchange rate for the month in which the expenditure was paid. After the eligible project/initiative expenditure has been reimbursed by the fund provider to the Project Promoter's bank account, the Project Promoter is obliged to transfer the amount for the partner's eligible cost to the bank account specified by the Project Partner within 30 days.

9. All amounts shall be denominated in EUR.

10. Payments to the Project Partner shall be made to the Project Partner's bank account denominated in EUR, identified as follows:

Name of bank:

Address of branch in full:

Exact designation of account holder: Reykjavíkur Akademían

Full account number including IBAN and BIC/Swift codes: IS46 0101 1563 0901 5005 0602 40.

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

Article 6 – 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 7 – Entry into force, duration and termination

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.

2. Each Party may terminate this Agreement if the other Party breaches its obligations set forth for the Project Promoter in Article 3 and for the Project Partner in Article 4 of this Agreement.

3. If the Project Partner breaches its obligations stated in par. 2 of this article the Project Promoter is allowed to terminate this Agreement based on the Programme Operator's prior consent.

4. Furthermore, in case of termination of the Legal Act on Fund Allocation for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.

Article 8 – Amendments

1. Any amendment to this Agreement shall be subject to a written and numbered agreement concluded by the Parties. The amendment of Annex No. 1 to this Agreement is subject to a written agreement concluded by the Parties and does not result in an amendment to this Agreement.

Article 9 – 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 10 – 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:

The Ústí Region
The Regional Authority of the Ústí Region
The Department of Regional Development
Velká Hradební 3118/48, 400 02 Ústí nad Labem
Czech Republic

For the Project Partner:

Reykjavík Akademían
Þórunnartúni 2, 105 Reykjavík,
Ísland

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.

3. This Agreement shall be published in full through the Register of Contracts in accordance with the Act No. 340/2015 Coll., on special conditions for effectiveness of certain contracts, publication of these contracts and register of contracts (the Act on the Register of Contracts), as amended. The Project

Promoter declares the agreement with the publication of its personal data contained in this Agreement that would otherwise be subject to redaction in the Register of Contracts, and if appropriate the Project Promoter has the consent of the third parties listed on its side to publish their personal data in the Register of Contracts which would otherwise be subject to redaction. The Project promoter shall carry out the publication in the Register of Contracts. The Agreement becomes valid on the day of its conclusion and becomes effective on the date of its publication in the Register of Contracts.

Article 11 – Governing law and settlement of disputes

1. The execution, validity and performance of this Agreement shall be governed by the Czech law.
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 4 originals, of which each Party has received 2.

For the Project Promoter

For the Project Partner

Signed in..... on Signed in..... on

Ústecký kraj

Oldřich Bubeníček

Governor of Region

Reykjavíkur Akademían

Anna Þorbjörg Þorgrímsdóttir

Director of Reykjavíkur Akademían

REQUESTS FOR PAYMENT

According to the Template Partnership Agreement for Donor Partnership Projects No. XXXXX dated DD.MM.YYYY

Number of List:

Period:

Project Title: Preserved Cultural Heritage of Old Most

Programme: Culture, Revitalization of Movable and Immovable Cultural Heritage

Project Promoter: The Ústí Region, Velká Hradební 3118/48, 400 02 Ústí nad Labem, Czech Republic, Company Identification Number: 70892156

Project Partner: Reykjavíkur Akademían, Þórunnartúni 2, 105 Reykjavík, Ísland, ID: 946481187

Bank account details: name of bank, address of branch in full, *IBAN*, *BIC*

Serial number	Expenditure	Number of the accounting document	Amount to be paid in €	Comment
1.				
2.				
3.				
4.				
5.				
6.				
TOTAL			0,00	

Project Partner Statement:

I understand that the funding provided under the Partnership Agreement can only be used under the financing plan to cover eligible project expenditure in the project application. The funds were used economically and economically.

I confirm that the claimed expenditure complies with the principles and provisions set out in the Partnership Agreement.

I understand that providing false information may result in termination of the Partnership Agreement.

The obtained expenses are in accordance with the Partnership Agreement.

The list shall include the expenditure actually incurred.

The project was not supported by a financial instrument other than the EEA / Norway Financial Mechanisms.

All transactions are faithfully shown in the accounts and copies of documents submitted are consistent with the originals in the accounts.

Signed in Reykjavík on

Anna Þorbjörg Þorgrímsdóttir,
Director of Reykjavíkur Akademían