

## Annex 7b - Vzor partnerské smlouvy (Template Partnership Agreement)

*This Template Partnership Agreement is only an example and it must be edited in particular case.*

### Template Partnership Agreement for donor partnership projects

between

**[Name]**

*[Full address, tax ID number or other]*

*[Represented by]*

hereinafter referred to as the “Project Promoter”

and

**[Name]**

*[Full address/ legal residence address, tax ID number or other]*

*[Represented by]*

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 [“Title”]  
funded under the [EEA/Norwegian] Financial Mechanism Programme [Programme  
title]**

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 [*in case of Annexes to the Agreement*; as described and defined in Annex[es] [*number*] (hereinafter referred to as the [*specify the relevant documents: e.g. the “Terms of Reference” or “Work Plan” or “List of activities” and/or other*])].

2. The objective of the Agreement is the implementation of the Project [“Title”] funded under the [EEA/Norwegian] Financial Mechanism Programme [Programme title] (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**

*Provisions under Article 2, 3 and 4 will vary depending on the precise involvement of the Project Partner. The aim is to ensure that the Parties are aware of what is expected of each other, by when and the corresponding costs/budgets.*

*They should include the main activities to be carried out, in particular by the Project Partner, including any activities of the Project Promoter that the partner is dependent on for the performance of its tasks.*

*This could, for example, take the form of a work plan with indicative timings and budgets associated to the different activities. Where it is not possible to draw up a comprehensive work plan, a simple list of activities by the Project Partner should be used. It is recommended to attach the list of activities in an Annex that can be reviewed on a regular basis and modified following a simplified procedure (without modification of the Agreement).*

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: *[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]*.

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 Operator<sup>1</sup>, 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: [*Sustainability condition should be specified here if relevant for the project*].

### **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 [*in case of Annexes: and Annex[es] [number] (specify the relevant documents: hereinafter referred to as the "Terms of Reference" or "Work Plan" or "List of activities"*)].

2. [*if not specified in annexes, list particular activities and obligations that the Project Promoter is responsible for, i.e. publicity, organisation of conferences and seminars*].

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

#### **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 [*in case of Annexes: and Annex[es] [number] (specify the relevant documents: hereinafter referred to as the “Terms of Reference” or “Work Plan” or “List of activities”*].
2. [if not specified in annexes, list particular activities and obligations that the Project Partner is responsible for, i.e. cooperation on the publicity, organization of seminars and conferences].

#### **Article 5 – Project budget and payment arrangements**

*The Parties are allowed to cooperate without any financial compensation. In that case the provisions under this Article are not relevant.*

1. The Project is funded from the [EEA/Norwegian] Financial Mechanism 2014-2021. The total fund allocation is [...] [CZK/EUR].
2. The detailed total Project budget, the budget share of [*each Party/the Project Partner*] amongst the activities to be performed by [*each Party/the Project Partner*] is fixed in Annex[es] [number] [*specify the relevant documents*].
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 [*specify the applicable forms of payments: advance payments, reimbursement of incurred expenditure (interim payments) and payment of the final balance*].
7. [*If an advance payment is foreseen, its maximum amount and the off-set mechanism should be specified here*].
8. [*If applicable*] The advance payment to the Project Partner shall be made no later than [*number of working days*] of the crediting of the advance payment from the Programme to the Project Promoter’s bank account.
9. Interim payments shall be paid based on [*specify how the Project Partner is to claim expenditure from the Project Promoter and if a template shall be used to that effect. If so, the template should be annexed to the Partnership Agreement. If no templates are foreseen, then the provision should specify, with as much detail as possible, the content of the payment claims*]. Payment claims shall be submitted to the Project Promoter [*specify the monthly frequency or specific deadlines*], 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.

10. Interim payments to the Project Partner shall [*if applicable: provision concerning the verification of the Partner's expenditure by the Project Promoter*] be made within [*number of working days from receipt of the Partner's payment claim or the dates by which the Project Promoter shall transfer the amounts.*] [*Consider including a provision addressing the consequences of any delays in submitting payment claims by the Project Partner*].

11. Payment of the final balance shall be made [*specify details*].

12. All amounts shall be denominated in [*specify the applicable currency*].

13. Payments to the Project Partner shall be made to the Project Partner's bank account denominated in [*specify the currency*], identified as follows:

[*specify bank account details of the Project Partner: name of bank, address of branch in full, exact designation of account holder, full account number including IBAN and BIC/Swift codes*].

14. 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. Either Party may terminate this Agreement in the event of a breach by the other Party of its obligations [*insert procedures and requirements for termination for breach by either party*].

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.

5. [*Consequences of termination*]

#### **Article 8 – Amendments**

1. Any amendment to this Agreement, including its Annexes, shall be the subject of a written agreement concluded by the Parties. [*If the activities are specified in "Work plan" or "List of activities", it is recommended to set following provision: Amendment of Annex*

(number/name of the annex) shall be subject of a written agreement concluded by the Parties and it does not result in the 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:

*[include contact details]*

For the Project Partner:

*[include contact details]*

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 11 – Governing law and settlement of disputes**

1. The construction, validity and performance of this Agreement shall be governed by the laws of *[specify governing 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 *[number of originals]* originals, of which each Party has received one.

For the Project Promoter

For the Project Partner

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

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

*[Name]*  
*[Title]*

*[Name]*  
*[Title]*