



Partnership Agreement
for
the implementation of the Project *Charles University, Faculty of Arts - EEA*
Grant Exchanges
EHP-CZ-MOP-1-006
funded under the EEA Financial Mechanism 2014-2021
CZ-EDUCATION

between

Univerzita Karlova

Charles University

Ovocný trh 560/5, Praha 1, 116 36

Czech Republic

concerning **Faculty of Arts (Filozofická fakulta)**

Business ID: 00216208

VAT number: CZ00216208

Organisation classification: Public sector

Represented by

Rector Prof. Tomáš Zima, MD., DSc.

hereinafter referred to as the “Project Promoter”

and

Universitetet i Bergen

University of Bergen

Muséplassen 1, PB 7800, 5020 Bergen

Norway

Business ID: 874 789 542

VAT number: 08 24 36 76

Organisation classification: Public sector

Represented by

Institutional Erasmus Coordinator, Kristin Torp Skogedal

hereinafter referred to as the “Project Partner”

hereinafter referred to individually as a “Party” and collectively as the “Parties”

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 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. Annex I and Annex II to this Agreement constitute an integral part of the Agreement. In case of inconsistencies between the Annexes and the Agreement, the latter shall prevail.
4. A copy of the Grant Agreement concluded between Project Promoter and Programme Operator as project contract and its amendments, attachments and annexes constitute a part of the Agreement as Annex III to this Agreement. In case of inconsistencies between the Annex III and the Agreement, the Annex III 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 and takes effect on the day of its publication in the Contract Register in accordance with the Article 16. 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 cooperation between the Parties consist in:

| Project Promoter tasks and responsibilities | | | | |
|--|------------------------|-------------|-------------------------------|---|
| 1. Select and nominate the outgoing participants (students and staff) | | | | |
| 2. Ensure full realisation of the planned activities as follows: | | | | |
| • Two intensive courses for students (student mobility) and academic participants (teaching mobility) in the field of Medieval studies | | | | |
| From | To | Type | Number of Participants | Duration per Participant Including Travel Days |
| Univerzita Karlova | Universitetet i Bergen | Student | 12 | 16 |
| Univerzita Karlova | Universitetet i Bergen | Staff | 4 | 7 |
| Universitetet i Bergen | Univerzita Karlova | Student | 12 | 16 |
| Universitetet i Bergen | Univerzita Karlova | Staff | 4 | 7 |

- **Staff mobility for teaching**

| From | To | Type | Number of Participants | Duration per Participant Including Travel Days |
|--------------------|------------------------|-------------|-------------------------------|---|
| Univerzita Karlova | Universitetet i Bergen | Staff | 1 | 17 |

3. Provide outgoing participants relevant administrative support and guidance for the successful realization of their mobilities. The Project Promoter, the Project Partner and the participant must have agreed on the activities in a **Mobility Agreement for staff** and **Learning Agreement for students**. These documents has to be signed by all parties prior to the start of the mobility period.
4. Provide
 - incoming students and Project Partner with **Transcripts of records** and **Certificate of Attendance** confirming their participation and the length of each mobilities
 - incoming staff and Project Partner with **Certificate of Attendance** without undue delay, no later then the Project End Date specified in the Grant Application i.e. 31st August 2020.
5. **Promote** all activities supported by the EEA grants, along with their results.
6. Administer, monitor and coordinate **budget allocation** between Project Promoter and Project Partner.

Contact person (name and contacts details)

██████████ Head of the International Relations Office

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██████████ Project coordinator

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Project Partner tasks and responsibilities

1. **Select and nominate** the outgoing participants (students and staff)
2. **Cooperate** with the Project Promoter to ensure full realisation of the planned mobilities as described above.
3. Provide outgoing participants relevant administrative support and guidance for the successful realization of their mobilities. The Project Promoter, the Project Partner and the participant must have agreed on the activities in a **Mobility Agreement for staff** and **Learning Agreement for students**. These documents has to be signed by all parties prior to the start of the mobility period.
4. Provide

- incoming students and Project Promoter with **Transcripts of records** and **Certificate of Attendance** confirming their participation and the length of each mobilities
- incoming staff and Project Promoter with **Certificate of Attendance** without undue delay, no later than the Project End Date specified in the Grant Application i.e. 31st August 2020.

5. Ensure that all outgoing staff who have undertaken a mobility activity will complete and submit a **final report to the** Project Promoter.

6. **Promote** all activities supported by the EEA grants, along with their results.

7. Administer the **budget allocated** according to Annex I and II

Contact person (name and contacts details)

████████████████████ Institutional Erasmus Coordinator, International Centre

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████████████████████ Medieval Latin philology

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████████████████████ Political science

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2. The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this Agreement.

3. 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 Education and 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. 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.

6. 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. 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 Project Report (if relevant) and the Final Project Report 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) transfer to the Project Partner's nominated bank account all payments due by the set deadlines;
- (h) ensure that the Project Partner promptly receives all assistance required for the performance of its tasks;

7. The Project Partner is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement. The Project Partner shall, *inter alia*:

- (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 the Interim Project Report (if relevant) and Final Project Report 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, including the incurred expenditure, 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 10 years from the FMC'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 4 – Project budget and eligibility of expenditures

1. The budget share of the Project Partner as well as the allocation of the budget, amongst the activities to be performed by the Project Partner is fixed in Annex I – Project budget.
2. The eligible costs shall be specified in Annex II – Applicable rates. Both Parties acknowledge that for the Programme Education indirect costs are declared not eligible.
3. Expenditures incurred by the Project Partner must be in line with the general rules on eligibility of expenditure contained in the Regulation, specifically Chapter 8 thereto.
4. The eligibility of expenditures incurred by a Project Partner is subject to the same limitations as it would apply if the expenditures were incurred by the Project Promoter.

Article 5 – Financial management and payment arrangements

1. Payment of the project grant share to the Project Partner shall take the form of following instalments:

(a) The Project Promoter shall transfer the Advanced payment in the amount of 80 % from the allocated budget specified in Annex I, to the Project Partner bank account in 60 days after the crediting of the advanced payment from the Programme to the Project Partner.

(b) The Project Promoter shall transfer the Final balance in the amount of up to 20 % from the allocated budget specified in Annex I, to the Project Partner bank account in 30 days after the crediting of the final payment from the Programme to the Project Partner providing that at least 70 % of the 1st instalment has been occurred and providing the Project Partner has submitted to the Project Promoter all documentation confirming the performed mobilities described in the Article 3.

(c) Project Partner will award the grant per participant calculated on the basis of unit contribution to its OUTGOING students and staff members, in compliance with the allocated budget specified in Annex I.

(d) Project Promoter will award the grant per participant calculated on the basis of unit contribution to its OUTGOING students and staff members.

2. All amounts shall be denominated in EUR.

The Project Promoter shall transfer the amount of the allocated budget (see Annex I) in EUR to the Project Partner's bank account denominated in EUR.

The Project Partner shall award the grant per its outgoing participants in EUR.

3. The provisions of exchange rate risk will be as follows:
Each Party shall bare the exchange rate risk arised on its side.

4. The Project Partner's bank account denominated in *EUR* is identified as follows:

| | |
|---------------------------------|--|
| Name of bank | [REDACTED] |
| Full address of bank (branch) | [REDACTED] [REDACTED] [REDACTED] |
| Name of account holder | University of Bergen |
| Address of account holder | Muséplassen 1, PB7800, 5020 Bergen, Norway |
| Account number / IBAN | [REDACTED] |
| BIC / Swift codes | [REDACTED] |
| Variable symbol (if applicable) | [REDACTED] |

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

Article 6 – Proof of expenditure and financial reporting

1. Proof of expenditure shall be provided by the Project Partner to the Project Promoter to the extent necessary for the Project Promoter to comply with its obligations to the Programme Operator.

2. Where the project grant takes the form of a lump sum or standard scales of unit costs, proof of expenditure is limited to proof of the relevant units. For expenditure arising in other currency than EUR within the allocated budget for Organisational support, the Project Partner shall use following exchange rate for Proof of expenditure – exchange rate of EUR/NoK provided by Den Norske Bank (DNB) valid on the date when this agreement takes effect.

3. The Partner will take active part in the reporting phases, whether interim or final ones, by sending in a timely manner to the Project Promoter all the necessary information, which the Project Promoter needs to comply with its reporting obligations to the Programme Operator.

Article 7 – Audits

1. According to the Chapter 11 of the Regulation, the Parties accept to participate and to contribute to monitoring and audit activities organised by the Programme Operator and also by other relevant bodies entitled to perform such activities, in relation with the financed project.

2. To this purpose, the Parties will disclose any information and will provide any documents required by the monitoring or audit teams in relation with the financed project.

Article 8 – Procurement

1. National and EU law on public procurement and Article 8.15 of the Regulation shall be complied with by the Parties at any level in the implementation of the Project.

2. The applicable procurement law is the law of the country in which the procurement is being carried out.

Article 9 - 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 10 – Ownership and use of the results

1. The Parties retain ownership of the results of the project, including industrial and intellectual property rights and of the reports and other documents relating to it, unless stipulated otherwise in the Agreement.

2. The Parties grant the Programme Operator the following rights to use the results of the project:

- a) for its own purposes as well as to copy and reproduce in whole or in part and in an unlimited number of copies;
- b) reproduction: the right to authorise direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- c) communication to the public: the right to authorise any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;
- d) distribution: the right to authorise any form of distribution of results or copies of the results to the public;
- e) adaptation: the right to modify the results;
- f) translation.

Article 11 – 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 12– 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 13 – Termination

1. In case of termination of the project contract for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.
2. In case of force majeure both Parties are entitled to terminate this Agreement solely in accordance with the Project under conditions of the Regulation and the project contract. Effects of termination come into force on the 3th day after delivery of written notification to the other Party.
3. Both Parties are entitled to withdraw from the Agreement in compliance with the provisions of Act no. 89/2012 Coll., Civil Code, as amended. In case that a Party breaches the contract materially, the other contract Party is entitled to withdraw from the Agreement. Effects of withdrawal come into force on the 3th day after delivery of written notification to the other Party.
4. In case of the termination of the contract due to the reasons on the Project Partner's side, the Project Partner undertakes to the Project Promoter to pay the damages and any other costs concerning such termination.
5. Termination shall not affect any rights or obligations of the Parties prior to the date of termination.

Article 14 – Amendments

1. Any amendment to this Agreement, including its Annexes, shall be the subject of a written agreement concluded by the Parties.

Article 15 – Settlement of disputes

1. The construction, validity and performance of this Agreement shall be governed by the laws of the Czech 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. Both Parties may bring legal proceedings regarding decision concerning the application of the provisions of the Agreement and the arrangements for implementing it before the competent Court in the Czech Republic. The costs related to disputes are not eligible under the Project and shall be borne by each Party individually.

Article 16 – Final provisions

1. During the implementation of the project activities and the reporting phase, the Parties are obliged to comply with following regulations:

- (a) Regulation on the implementation of the European Economic Area (EEA) Financial Mechanism 2014-2021;
- (b) if not mentioned in this Agreement, the Parties will comply to the project contract provisions between Project Promoter and Programme Operator;

2. 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.

3. 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.

4. 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.



5. Any personal data obtained, processed or used in any other way for the purposes of or in connection with this Agreement shall be treated by the Parties strictly in accordance with the applicable legislation, the General Data Protection Regulation of EU and its relevant national implementing legislation in particular.

6. The Parties are aware of and agree with the publication of this Agreement, its amendments and any other supplements by the Project Promoter in accordance with Act no. 340/2015 Coll., concerning special conditions regarding the effect of some Contracts, their publication, and the Contract Register (Contract Register Act), as amended (hereinafter the „Act on the Register of Contracts“), immediately after signing the Agreement.

The Parties state that the Agreement does not contain commercially confidential information or information whose publication would lead to unauthorized access to the rights and obligations of the Parties, their representatives or their employees, and the Parties agree with the publication of the Agreement in its entirety. Nonetheless, prior to the Agreement's, its amendments and any other supplements publication the Project Promoter is, if necessary, entitled to delete information which, according to the Act on the Register of Contracts, should not or need not be published. In the case that the publication of the Agreement would nevertheless lead to unauthorized access to the rights and obligations of the Parties, their representatives or their employees, each Party is responsible solely for the harm caused to itself, its own representatives, or employees.

The Parties have agreed that this Agreement, its amendments and any other supplements is entered into and takes effect on the day of its publication in the Contract Register in accordance with the Act on the Register of Contracts. The Parties are explicitly aware of and agree that the fulfilment of the Agreement can take place only after it has taken effect. The Project Promoter undertakes to inform Project Partner of the Contract's registration by sending a copy of the confirmation issued by the Contract Register administrator to the e-mail address given in this Agreement.

7. This Agreement has been prepared in two originals, of which each Party has received one. An electronic copy will be sent to the Programme Operator.

| For the Project Promoter | For the Project Partner |
|---|--|
|  |  |
| Univerzita Karlova | Universitetet i Bergen |
| Charles University | University of Bergen |
| Signed in: Prague | Signed in: Bergen |
| Date: <i>16. 9. 2019</i> | Date: 29.8.2019 |
| Name: Prof. Tomáš Zima, MD., DSc. | Name: Kristin Torp Skogedal |
| Function: Rector | Function: Institutional Erasmus Coordinator |
| Stamp of the Project Promoter (if applicable) | Stamp of the Project Partner (if applicable) |

Annex I – Project budget

| Budget items | Number of participants | Amount allocated to the Project Partner in [EUR] |
|--|------------------------|--|
| Organisational support (70 EUR per outgoing and incoming participant) | 33 | 2310 |
| Travel for outgoing participants Distance between 500 – 1999km (275EUR per participant) | 16 | 4400 |
| Individual support for outgoing participants (subsistence) Applicable rate described in Annex II according to the duration of the mobility | 16 | 9399,96 |
| Total | | 16 109, 96 |

Annex II – Applicable rates

Table 1. Organisational support for mobility

| Eligible costs | | Financing mechanism | Amount | Rule of allocation |
|------------------------|---|---------------------|------------------------|-------------------------------------|
| Organisational Support | Costs directly linked to the implementation of mobility activities (excluding subsistence for participants), including preparation (pedagogical, intercultural, linguistic), monitoring and support of participants during mobility, validation of learning outcomes, dissemination activities. | Scale of unit costs | 70 EUR per participant | Based on the number of participants |

Table 2. Travel

| Eligible costs | | Financing mechanism | Amount | Rule of allocation |
|----------------|--|---------------------|--|---|
| Travel | Contribution to travel costs of participants, from their place of location (where the sending organisation is located) to activity venue (where the receiving organisation is located) and return. For the establishment of the distance band applicable, the Project Promoter shall indicate the distance of one-way travel using the on-line distance calculator available at: http://ec.europa.eu/programmes/erasmus-plus/resources/distance-calculator_en | Scale of unit costs | Distances between 10 – 99 KM: 20 EUR per participant Distances between 100 – 499 KM: 180 EUR per participant Distances between 500 – 1999 KM: 275 EUR per participant Distances between 2000 – 2999 KM: 360 EUR per participant Distances between 3000 – 3999 KM: 530 EUR per participant Distances between 4000 – 7999 KM: 820 EUR per participant | Automatic (mobilities) Conditional (ICP): applicants to justify financial need related to project objectives and results |

Table 3. Individual support for Higher Education mobility activities (subsistence)

| Eligible costs | | Financing mechanism | Amount | Rule of allocation |
|---------------------------------|--------------------------|---------------------|---|--------------------|
| Individual support for learners | Costs directly linked to | Lump sum | 1200 EUR/month for BS students engaged in study/placement mobility in DS Or 1000 EUR/month for DS students engaged in study/placement in BS | Automatic |

| | | | | |
|---|---|--|--|--|
| <p>Individual support for staff and professionals</p> | <p>subsistence of participants, including accompanying persons¹, during mobility</p> | | <p>Grant for BS staff undertaking a mobility to a DS :</p> <ul style="list-style-type: none"> - 1250 € /week - 2200 € for 2 weeks - 3000 € for 3 weeks - 4000 € for 4 weeks <p>Grant for DS staff undertaking a mobility to BS</p> <ul style="list-style-type: none"> - 750 € /week - 1250 € for 2 weeks - 2000 € for 3 weeks - 3000 € for 4 weeks <p>Subsistence for another 2 travel days (one before and one after the activity period) could be allocated (if needed).</p> | |
|---|---|--|--|--|

¹ As a general definition applying to all fields of education and training, an accompanying person is the one who accompanies participants – whether learners or staff – with special needs (i.e. with disabilities) in a mobility activity, in order to ensure protection, provide support and extra assistance.