

C.č.: 4PVSP-4143/ČJ-2019-9100KR
JID: PCR91ETRF0541001

Partnership agreement

MINISTRY OF THE INTERIOR

POLICE PRESIDIUM OF THE CZECH REPUBLIC

Nad Štolou 936/3, 170 34 Prague 7

Organisation No./IČO: 00007064

Tax No./DIČ: CZ00007064

Represented by

Col. David FULKA, Director of the Police Education and training unit,

Police Presidium of the Czech Republic

(hereinafter referred to as the „Project Promoter“)

and

OSLO POLICE DISTRICT

Postboks 2093 Vika, 0125 Oslo, Norway

Organisation number: 961 398 142

Represented by

Beate GANGÅS, Chief of Police

(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 “Enhanced police competence in preventing and combating crime, strengthened communication skills with public and awareness of human rights”

(PDP 1; hereinafter referred to as the „Project“)

Financial Mechanisms of EEA/Norway 2014-2021

Parties entered into this Partnership Agreement (the "Agreement") on the following day, month and year:

PREAMBLE:

The EEA and Norway Grants represent the contribution of Iceland and Liechtenstein and Norway to reducing economic and social disparities in Europe and to strengthening bilateral relations with 15 EU member states in Northern, Central and Southern Europe.

The project activities include bilateral exercises in the Czech Republic and Norway to increase expertise, professional skills and the exchange of experience and information in the area of implementation of special and high-risk interventions in combating terrorism.

Additionally, national and international CBRN Protection courses will be held in the Czech Republic to increase expertise, professional skills in performing high-risk interventions in the CBRN environment and to increase expertise in the use of special protective equipment in a contaminated environment.

The participants of two international bilateral exercises and two international CBRN courses (hereinafter referred to as the "Partnership Activities") are from the Czech Republic Police Service's Rapid Response Unit and the Norwegian Police Service's DELTA – the Emergency Response Unit.

Article 1 – Scope and objectives of the Agreement

1. This Partnership 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 as described and defined in Annex I "List of activities".
2. The Parties shall act in accordance with the legal framework of the Norwegian Financial Mechanism 2014-2021, namely with the Regulation on the implementation of the Norwegian 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. Any Annexes to this Agreement constitute an integral part of the Agreement. In case of inconsistencies between the Annexes and the Agreement, the latter 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. The partnership between the Parties in implementing all the activities in Annex I will start as of the date of the validity of the Project Contract between the Project Promoter and the Programme Operator. 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 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 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 and the Project.

3. 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.

4. The Parties shall carry out the partnership activities as described in Annex I "List of activities" to this agreement. The contents and/or timing of activities contained in Annex I may be subject to change upon agreement between the Parties.

5. Should any of the Parties not have appropriate specialists during the implementation of any of the activities defined in Annex I, they can invite outside specialists/partners which can occur only after the approval of the other Party.

6. 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. Further provisions on safety and other relevant personnel-related issues may be included for specific partnership activities upon agreement between the Parties.

7. Each Party shall appoint a Project Manager who shall have operational responsibility for the implementation of the Partnership Activities as well as serve as contact point for all exchanges of communication, documentation and materials between the Parties.

Article 4 – Obligations of the Project Promoter

1. The Project Promoter is responsible for the overall coordination, management and implementation of the Partnership Activities in the Czech Republic 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.

2. 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; this provision applies exclusively to the Partnership Activities listed in Annex I “List of activities”;

- (d) provide the Project Partner with a copy of the signed Project Contract, if requested by Project Partner;
- (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 interim project and financial reports in connection with the payment claims for the Project PDP 1, 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 it may require for the performance of its tasks.

Article 5 – Obligations of the Project Partner

1. The Project Partner is responsible for the performance of the activities held in Norway and tasks assigned to it in accordance with this Agreement and Annex I “List of activities”.

2. In addition to the above obligations, the Project Partner shall:

- (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 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;
- (c) keep all documents related to the Project, including costs incurred, either in the form of original documents or certified copies held on commonly used data carriers, for at least 10 years from 1 January of the year following the year on which the Programme Operator approved Final Report, but at least until 31 December 2030.
- (d) Provide timely 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 Norwegian Financial Mechanism any document or information necessary to assist with the evaluation;
- (e) Effectively participate in promoting the objectives, activities and results of the Financial Mechanism as well as the Donor’s contribution to reducing economic and social disparities in the European Economic Area.

Article 6 – Project budget and eligibility of expenditures

1. The detailed total Project budget, Project Partner's refund claims of certain funds, reimbursement claims of other Project Partner's expenses and expenses that will be paid solely by the Project

Promoter and which cannot be claimed for a refund by Project Partner are set out in Annex II. The budget is based on estimated costs and may be subject to a change upon realization of Partnership activities or upon agreement between the Parties and the approval of the Program Operator.

2. 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.

3. Project Promoter is obliged to reimburse the costs specified in Annex II to the Project Partner, except the costs paid by the Project Promoter, in accordance with Article 7.8 of the Agreement.

Article 7 – Financial management and payment arrangements

1. Project Partner's expenses incurred in connection to the Project shall be reimbursed on the basis of a Payment Request in accordance with the legal framework of the Financial Mechanism of Norway 2014-2021.

2. The Project Promoter shall always submit Payment Requests within the following periodical dates: March 1, September 1.

3. Interim payments shall be paid based on reimbursement claims made by the Project Partner. The Project Partner shall submit its claims for reimbursement in the form of receipted invoices with detailed budget items as listed in the annex II to the Partnership Agreements, or alternatively by accounting documents of equivalent probative value, with the costs incurred by the Norwegian partners in the PDPs are issued directly to the relevant Project Promoter (Police Presidium of the Czech Republic). The claims for reimbursement can be sent to this institution twice a year within the following periodical dates: March 1 and September 1. The Project Manager shall confirm that the claimed expenditures are in accordance with the principles and rules set forth in this Agreement.

4. Interim payments to the Project Partner shall, subject to Article 7.1 and 7.2, be made within 90 working days from receipt of the Partner's claim.

5. Indirect costs and advance payments for PDP 1 and its Partnership activities are irrelevant.

6. All amounts shall be denominated in euro. Conversion from national currencies to euro shall be determined by the valid exchange as recorded by the European Central Bank for the date on which the expenditure was incurred. The exchange rate risk shall be borne by the Project Partner.

7. As agreed by the Parties, the National Criminal Investigation Service (NCIS) will assume the financial management and payment arrangements for the Project Partner. All costs supported by the Project Partner will be claimed to Project Promoter via NCIS. NCIS will also facilitate any clarification requests and communication between the Parties regarding the claim. The Project Promoter will pay the approved claimed amount to NCIS' account for further distribution to the Project Partner.

8. Payments to the Project Partner shall be made to NCIS' bank account denominated in euro, identified as follows:

Bank name: DNB

Address: Postboks 1600 Sentrum, 0021 Oslo, Norway

Account holder: Kripos

Account number: 7694 05 17962

IBAN: NO34 7694 05 17962

BIC/Swift: DNBANOKKXXX

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

Article 8 – Proof of expenditure

1. Costs incurred by the Project Partner shall be supported by receipted invoices or alternatively by accounting documents of equivalent probative value according to the acting legislation of the two countries.

2. The invoices shall be itemised and verified by the national procedure of the Project Partner, i.e. audit report by a competent public officer in Norway shall be accepted as sufficient proof of expenditure incurred. The reimbursement procedure shall not be subjected to additional requirements imposed by the Project Promoter, e.g. using a template or imposing secondary verification of expenditure.

3. 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.

Article 9 – Progress reports on partnership activity

1. The Project Partner shall provide the necessary information to the Project Promoter within 15 working days since the termination of the Project in the form of Report on realized Partnership activity. If this turns out to be impossible for the Project Partner, a new reasonable deadline shall be agreed upon by the Parties.

2. The Parties shall take all necessary measures to prevent any situation that could jeopardize the impartial and objective performance of the Agreement.

Article 10 – Confidentiality

1. Both Parties and their employed personnel, be this contractually or nominally engaged, shall maintain professional secrecy for the duration of this Agreement and for three years after completion thereof. In this connection, except with the prior written consent of the other Party, neither Party nor the personnel employed shall at any time communicate to any person or entity any information that may adversely affect the successful implementation of this Agreement. This is without prejudice to any existing obligations to disclose information to the organs of the Council of Europe, the Financial Mechanism Office (FMO), Public Authorities of both the Promoter's country and Partner's country, the Programme Operator, or for auditing purposes.

2. The Parties undertake to preserve the confidentiality of reports, documents and any information exchanged in pursuance of the present Agreement.

Article 11 – Liability

1. The financial responsibility of the Project Promoter under this Agreement is limited to the activities defined in Annex I and respectively to the amount approved by the Programme (see Annex II – Detailed budget). The Agreement does not provide or imply, directly or indirectly, any responsibility or liability of the Project Promoter for any other claims for damages, loss or injury from a third party, which the Project Partner may sustain in consequence of, or arising out of, the implementation of the Project and the contractual relationship and/or partnerships entered into by the Project Partner for the purpose of the Project.
2. Funds set aside for the Project shall only be used up to the actual costs of the realized Partnership activities.
3. In case an irregularity has come to the attention of one Party, that Party shall immediately inform the other Party.

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. Either Party may terminate this Agreement in the event of a breach by the other Party of its obligations by serving a three month written notice and without being required to pay compensation.
2. Each Party may suspend the implementation of all or part of Partnership activities specified under Annex I with immediate effect, if circumstances (chiefly force majeure) make it too difficult or dangerous to continue. The suspending Party shall inform the other with a five-day notice and provide all the necessary details. If the unpredicted conditions are no longer valid, the two Parties will attempt at resuming the implementation of the project by exchange of letters.

Article 14 - Assignment

1. Neither Party shall have the right to transfer their rights and obligations under this Agreement without the prior consent of the other Party and without the prior consent of the Programme Operator in accordance with the provisions of the Project Contract.

Article 15 – Amendments

1. Any amendment to this Agreement, including its Annexes, shall be the subject of a written agreement concluded by the Parties and the prior consent of the Programme Operator. The proposal for the annexes will be prepared by the Party that has initiated the amendment.

Article 16 – 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 17 – 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:

BUSINESS ADDRESS: Police Presidium of the Czech Republic, Police Education and Training Unit

Strojnická 27, 170 89 Prague 7

Main contact: [REDACTED] (Police Education and training unit, the project manager)

[REDACTED] (Rapid Response Unit)

For the Project Partner:

Oslo Police District

Postboks 2093 Vika, 0125 Oslo, Norway

Main contact: [REDACTED] (DELTA)

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 18 – Governing law and settlement of disputes

1. The construction, validity and performance of this Agreement shall be governed by the national legislations of the Project Promoter and Project Partner.
2. Any dispute relating to the conclusion, validity, interpretation or performance of this Agreement shall be resolved amicably through consultation between the Parties. The Financial Mechanism Office

(FMO) should be consulted in case of a dispute before the Parties seek to resolve the dispute through judicial proceedings.

3. In case the Parties do not agree on a certain dispute, the latter will be resolved following the judicial proceedings.

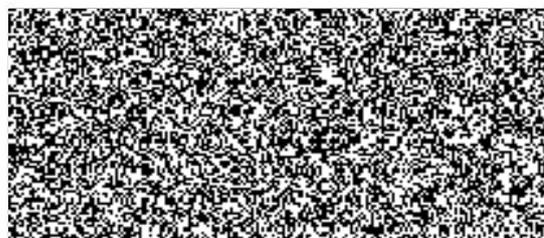
This Agreement has been prepared in three originals in English language, of which each Party has received one and one for the Programme Operator.

For the Project Promoter

Signed in PRAHA on 10.2.2020

For the Project Partner

Signed in Prague on 10 January 2020



PDP 1	ENHANCED POLICE COMPETENCE IN PREVENTING AND COMBATING CRIME, STRENGTHENED COMMUNICATION SKILLS WITH PUBLIC AND AWARENESS OF HUMAN RIGHTS
Bilateral activity	<i>National and International CBRN Protection Course</i>
Objectives	The objective of this activity is to increase expertise, professional skills in performing high-risk interventions in the CBRN environment and to increase expertise in the use of special protective equipment in a contaminated environment.
Norwegian partner	Delta - The Emergency Response Unit of the Norwegian Police Service Contact: [REDACTED]
Czech partner	Police Presidium of the Czech Republic (Rapid Response Unit) Contact: [REDACTED] Contact Rapid Response Unit: [REDACTED]
Budget CZ/EUR	2.623.287 CZK / 102874 € Total budget was changed after accepting Project Partner's requirements.
Target group	Exercise will be attended only by members of the Rapid Response Unit and DELTA - see below
Range of activities	Days: 6 courses /3 days Participants: 30 members from the Rapid Response Unit, Czech Police and 6 members of Norwegian Police, Delta /36 persons in total/ Course 1: 6 CZ Police members Course 2: 6 CZ Police members Course 3: 3 CZ Police members+3 Delta members Course 4: 3 CZ Police members+3 Delta members Course 5: 6 CZ Police members Course 6: 6 CZ Police members
Description of activities	Training of members of the Rapid Response Unit and Delta in a contaminated environment. Three members of the partner Delta unit participate in two separate exercises. The prerequisite is training in real conditions of the contaminated environment.
Costs	<u>CZE covers all costs of both parties:</u> Total costs (flight tickets for Delta members, cost of course = accommodation with breakfast, lunch, dinner and catering for participants during a 3 days long course). Travel insurance for 6 Delta members for 5 days. DSA as calculated for CZ in NO regulations - mandatory compensation fee 53,3 € per day on duty travel. Per diem for 6 NO participants for 5 days (54,2€ per day per person)
Location	Czech Republic
Date	1 st course: 2.Q/2021, 2 nd course: 4.Q/2021, <u>3rd course: 1.Q/2022 – with Delta participation,</u> <u>4th course: 4.Q/2022 – with Delta participation,</u> 5 th course: 1.Q/2023, 6 th course: 3.Q/2023.

Annex I – List of activities

PDP 1	ENHANCED POLICE COMPETENCE IN PREVENTING AND COMBATING CRIME, STRENGTHENED COMMUNICATION SKILLS WITH PUBLIC AND AWARENESS OF HUMAN RIGHTS
Bilateral activity	<i>International co-operation exercise with a bilateral partner from Norway</i>
Objectives	The objective of this activity is to increase expertise, professional skills and the exchange of experience and information in the area of implementation of special and high-risk interventions in combating terrorism.
Norwegian partner	Delta - The Emergency Response Unit of the Norwegian Police Service Contact: [REDACTED]
Czech partner	Police Presidium of the Czech Republic Contact: [REDACTED] Contact Rapid Response Unit: [REDACTED]
Budget CZ/EUR	1.031.475 CZK / 40450 € Total budget was changed after accepting Project Partner's requirements.
Target group	Exercise will be attended only by members of the Rapid Response Unit and DELTA - see below
Range of activities	Days: 1 exercise / 5 days in the Czech Republic and 1 exercise / 5 days in Norway. <u>Exercise in Czech Republic:</u> 30 Czech Police members from the Rapid Response Unit + 5 Norwegian police members from Delta <u>Exercise in Norway:</u> 5 Czech Police members from Rapid Response Unit and an unspecified number of Norwegian Delta members in Norway. (We expect 30 Norwegian police officers.)
Description of activities	Collaboration of the Rapid Response Unit and Delta to address tactical and special model scenarios, including the liberation of hostages and crisis management in a variety of environments.
Costs for exercise in Norway:	<u>CZE covers costs:</u> For 5 CZ participants: flight tickets, accommodation with breakfast 5 days/4 nights, lunch for 2 days, dinner for 5 days, allowance, travel insurance. For all participants: catering for 35 participants during 3 days long exercise. Staff costs of 3 Norwegian experts-instructors.
Costs for exercise in CZ:	<u>CZE covers costs:</u> for 5 Norwegian participants: - flight tickets, - accommodation with breakfast and dinner for 5 days/4 nights in their hotel, - catering (lunch and refreshments) for 35 participants during 3 days long exercise, - per diem (54,2 € per day per person), - DSA as calculated for CZ in NO regulations - mandatory compensation fee 53,3 € per day on duty travel for 5 Norwegian participants for 5 days.
Location	Czech Republic (Prague), Norway (Oslo)
Date	The 3 rd half of 2021 – CZ The 2 nd half of 2023 – in Oslo (Norway)

PDP 1**"Enhanced police competence in preventing and combating crime, strengthened communication skills with public and awareness of human rights"**

Project Promoter: Police Presidium of the Czech Republic, Police Education and Training Unit

Norwegian Partner: Oslo Police District

1. Partner activity: International co-operation exercise with Norway*Estimated costs of Oslo Police District*

Exercise in Norway	Unit cost €	Units	Days/number	Cost	Comment
Catering (lunch, etc.)	25	35	3	2625	
Staff cost (per hour)	45	22,5	5	5062,5	5 CZ + 30 NO participants
			Total	<u>7687,5</u>	3 NO instructors x 7,5 hours per day = 22,5 x 5 days = 112,5 x 45 € = 5062,5 €, NO regulations
Exercise in CZ	Unit cost €	Units	Days/number	Cost	Comment
DSA as calculated for CZ in NO regulations	107,5	5	5	2687,5	
			Total	<u>2687,5</u>	Per diem 54,2 + mandatory compensation fee 53,3 per day=107,5 x 5 participants x 5 days= 2687,5€

2. Partner activity: National and international CBRN protection course*Estimated costs of Oslo Police District*

DSA as calculated for CZ in NO regulations	Unit cost €	Units	Days	Courses	Cost	Comment
	107,5	3	5	2	3225	
			Total		<u>3225</u>	Per diem 54,2 + mandatory compensation fee 53,3 per day = 107,5 x 6 participants x 3 days = 1935 €