

**Partnership Agreement
for
donor partnership projects**

between

Ministry of justice of the Czech Republic

Vyšehradská 16, 128 10 Prague 2

IČ 00 02 54 29

Represented by Mgr. Ing. Iva Günzlová, MBA

on the basis of a mandate dated 22 April 2020, Ref .: MSP-115/2019-OSKP-SP / 28,
hereinafter referred to as the “Project Promoter”

and

University College of Norwegian Correctional Service - KRUS

Postal address: Dokumentsenteret, Postboks 694, 4305 Sandnes

Adress: Solheimsgata 21, 2000 Lillestrøm, Norway

Organization no: 974 714 701

Represented by

Director Ms. Kristina Lægreid, Director

hereinafter referred to as the “Project Partner”

**for the implementation of the Project “*Common Education System –
strengthening cooperation in the criminal justice and social system*”
funded under the Norwegian Financial Mechanism Programme Justice**

Project NO: SP-PDP1-001

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, as described and defined in Annex no. 1 (hereinafter referred to as the “List of activities”) and Annex no. 2 (hereinafter referred to as the “Budget”).
2. The objective of the Agreement is the implementation of the Project “Common Education System – strengthening cooperation in the criminal justice and social system” funded under the Norwegian Financial Mechanism Programme Justice (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 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:

Project Promoter: Project manager (name and contact details will be specified subsequently).

Project Partner: KRUS Mr. Ole Stageberg

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) reimburse expenses implemented by the Project Partner and approved by the Project Promoter;
- 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;
- j) create conditions and provide cooperation necessary for controls of the Project;

k) perform the activities and obligations in the Project in accordance with internal control system;

l) archive all documents related to the Project for at least 10 years from 1st of January of the year following the approval of the final report of the Project by the Programme Operator;

m) is not allowed to claim other funds for the same expenditure of the Project in order to avoid duplicity of financing;

n) 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;

o) provide cooperation during the Project evaluation;

p) provide Audit reports and Reimbursement claim biannually each year for the duration of the project.

The Project Partner declares that the Audit Report will be issued by an auditor meeting the requirements of an “independent auditor” as described in Article 8.12 of the Regulation on the implementation of the of the Norwegian Financial Mechanism 2014-2021 The Audit Reports prepared by the Project Partner will be supported by accounting documents (proof of expenditures) and proofs of reimbursement.

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.

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 obligations of the Project Promoter are specified in Annex no. 1 “List of activities”.

3. The Project Promoter is obliged to:

- a) prepare closing conference and invite representatives of Project Partner;
- b) ensure in cooperation with the Project Partner on the compulsory publicity of the Project;
- c) use the Norway grants' logo where it is needed,
- d) inform the Project Partner continuously about realization of Project.

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 and Annex no. 1 “List of activities”.

2. The Project Partner is obliged to:

- a) cooperate with the Project Promoter on the preparation of closing conference;
- b) participate in the compulsory publicity (publishing information on project implementation on the website of the Project Partner);
- c) share with the Project Promoter experience, good practice and know-how in areas relevant to common education system (e. g. managerial education, functioning of the training centre for the correctional officers of the Prison service of the Czech Republic);
- d) ensure the participation of minimum 13 experts on the foreign study trips to the Czech Republic on the basis of Project Promoters invitation,
- e) use the Norway grants' logo where it is needed.

Article 5 – Project budget and payment arrangements

1. The Project is funded from the Norwegian Financial Mechanism 2014-2021. The total fund allocation is 802 000 EUR (20 451 000 CZK).

2. The Project Partner’s share of total Project budget cannot exceed the amount of 83 612 EUR (2 132 106 CZK), actual expenditure will be specified during implementation of the project.

3. The Project Promoter will pay reimbursement of costs of coordinator (KRUS), accountant (KDI), expert fees, expenses on receiving Czech delegation in Norway and the costs of flight tickets according to the Annex no. 2 “Total budget”.

4. Reimbursement of costs will be paid in maximum amount subsequently:

- a) coordinator (KRUS) – **13 000 EUR (331 500 CZK)**,
- b) Internal auditing Budget and Management section in the Directorate of the Norwegian Correctional Service (KDI) – **17 132 EUR (436 866 CZK)**,

- c) expert fees 450 EUR per day for Norwegian experts while in the Czech Republic - **26 100 EUR (665 550 CZK)**,
- d) expert fees 500 EUR per working day for Norwegian partner during activities performed in Norway - **4 500 EUR (114 750 CZK)**,
- e) flight tickets – 500 EUR/per return flight ticket - **8 500 EUR (216 750 CZK)**,
- f) receiving Czech delegation in Norway – **1 500 EUR (38 250 CZK)**,
- g) according to the EU regulation, per diems for Norwegian participants of bilateral cooperation will be 230 euro per person/per day - **12 880 EUR (328 440 CZK)**.

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

6. 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.

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

8. Payment of the project grant share to the Project Partner shall take the form of reimbursement of incurred expenses based on the Audit Report and the request for reimbursement submitted by the Project Partner to the Beneficiary, confirming by the Project Partner that the claimed expenses comply with the principles set forth in this Agreement.

9. Interim payments shall be paid based on the Audit reports. Payment claims shall be submitted to the Project Promoter biannually each year, on 15th of June and 15th of November, along with a confirmation from the Project Partner that the claimed expenditures are in accordance with the principles and rules set forth in this Agreement.

10. Reimbursement to the Project Partner will be made within 60 working days from confirmation from the Project Partner that the claimed expenditures are in accordance with the principles and rules set in this Agreement. The confirmation must be submitted within 30 working days from receipt the Audit report.

11. All amounts shall be denominated in EUR

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

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

Payments to: Kriminalomsorgsdirektoratet (Directorate of Norwegian Correctional Service)

Name of bank: [REDACTED]

Bank address: Postboks 1600 Sentrum, 0021 Oslo, Norway

Account holder: Kriminalomsorgsdirektoratet (Directorate of Norwegian Correctional Service)

Account holder address: [REDACTED]
Bank account number: [REDACTED]
IBAN number: [REDACTED]
BIC code: [REDACTED]

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. The Parties are aware of the fact that this Agreement will be published in the registry of contracts pursuant to Act. No. 340/2015 Coll., on Registry of Contracts, as amended (“Act on Registry on Contracts”). If necessary, the contract can be published in other registers.
2. This Agreement shall enter into force on the date of its signing by both Parties and it shall become applicable on the date of the publication in the Register of Contracts of the Czech Republic in accordance with the Act on Registry of Contracts. It shall remain in effect until the Project Partner has discharged in full its obligations towards the Project Promoter as defined in this Agreement.
3. If the Project Parties breach obligations stated in this Agreement, Project Parties are allowed to terminate this Agreement based on the Programme Operator's prior consent.

Article 8 – Amendments

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

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:

Mgr. Lukáš Dirga, Ph.D., e-mail: [REDACTED]

For the Project Partner:

Mr. Ole Stageberg International Coordinator [REDACTED]

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 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. This Agreement has been prepared in 4 originals, of which each Party has received two.

For the Project Promoter

Signed in... PRAGUE on 12.6.2020

IVA GUNZLOVA
[Name] [REDACTED]

- Annexes:
- Annex 1 Activity plan
- Annex 2 Total budget

For the Project Partner

Signed in... Lillehammer on 25.05.20

[REDACTED]

Kriminalforsknings høgskole og utdanningscenter KRUS
Postboks 1, 2007 Lillehammer
Tlf. 91 12 10 00
www.krus.no

Annex no. 1 to Partnership Agreement for donor partnership projects

List of activities

Joint Obligations of the Parties:

Obligation to participate in the organization of foreign study visits.

Obligation to ensure participation of relevant experts in foreign study visits.

Obligation to participate in foreign study visits' program preparation and in subsequent implementation.

Obligation to share relevant documents related to the activities below.

Project Promoter's obligation:

Project Promoter shall ensure for both Parties organizational matters related to accommodation and for Norwegian experts transport in the Czech Republic.

Project Partner's obligation:

Project Partner is obliged to ensure transport (flight tickets) of Norwegian experts from Norway to the Czech Republic and from the Czech Republic to Norway.

Obligations of the Parties resulting from particular study visits realizations (Activity 2):

4Q 2020 Foreign study trip no. 1 – sharing experience with management education provided by Project Partner (in the Czech Republic).

Participants: 4 Norwegian participants (3 experts and 1 facilitator).

Duration: 5 days (3 working days a 2 travel days).

- Project Partner:
 - Obligation to send experts in the field of management education, including managers who have completed this course.
 - Obligation to prepare the content of a workshop focused on management education, including a demonstration lesson.
- Project Promoter:
 - Obligation to ensure the organizational requirements of the workshop.

2Q 2021 Foreign study trip no. 2 – „Prison Erasmus Workshop I“ (in the Czech Republic)

Participants: 4 Norwegian participants (3 experts and 1 facilitator).

Duration: 5 days (3 working days a 2 travel days).

- Project Promoter:
 - Obligation to ensure organizational requirements of the workshop.
 - Obligation to prepare the content of the workshop.

4Q 2021 Foreign study trip no. 3 – „Prison Erasmus Workshop II“ (in Norway)

Participants: 5 Czech participants (4 experts and 1 interpreter).

Duration: 5 days (3 working days a 2 travel days).

- Project Partner:
 - Obligation to ensure organizational requirements of the workshop.
 - Obligation to prepare the content of the workshop.

2Q 2022 Foreign study visit no. 4 – sharing experiences with building and using training centre (training prison) situated in KRUS (in Norway)

Participants: 6 Czech participants (5 experts and 1 interpreter).

Duration: 5 days (3 working days a 2 travel days).

- Project Partner:
 - Obligation to prepare the content of the study visit including:
 - Theoretical presentation of the training centre;
 - Introduction of the training centre in practice;
 - Providing visit of training prison.

4Q 2022 Foreign study visit no. 5 – „Common International Workshop I“ (in Norway)

Participants: 5 Czech participants (4 experts and 1 interpreter).

Duration: 5 days (3 working days a 2 travel days).

- Project Partner:
 - Obligation to cooperate with the Project Promoter on the preparation of the content of the workshop and its subsequent presentation.

- Obligation to ensure organizational requirements of the workshop.
- Project Promoter:
 - Obligation to cooperate with the Project Partner on the preparation of the content of the workshop and its subsequent presentation.

2Q 2023 Foreign study visit no. 6 – „Common International Workshop II“ (in the Czech Republic)

Participants: 5 Norwegian participants (4 experts and 1 facilitator).

Duration: 5 days (3 working days a 2 travel days).

- Project Promoter:
 - Obligation to to cooperate with the Project Partner on the preparation of the content of the workshop and its subsequent presentation.
 - Obligation to ensure organizational requirements of the workshop.
- Project Partner:
 - Obligation to cooperate with the Project Promoter on the preparation of the content of the workshop and its subsequent presentation.

2Q 2023 Final conference

Participants: 4 Norwegian experts.

Duration: 2 days (1 day conference).

- Project Promoter:
 - Obligation to cooperate with the Project Partner on the preparation of the content of the conference.
 - Obligation to ensure organizational requirements of the conference.
- Project Partner:
 - Obligation to cooperate with the Project Promoter on the preparation of the content of the conference.

Organizational requirements of the workshop means in particular providing of suitable space for the event and inviting participants.



Mgr. MARIE BENEŠOVÁ
MINISTRYNĚ SPRÁVEDLNOSTI ČR

Praha 22. dubna 2020
Č. j.: MSP-115/2019-OSKP-SP/28

MSP-115/2019-OSKP-SP/28

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POVĚŘENÍ

Pověřuji tímto **Mgr. Ing. Ivu Günzlovou, MBA**, vedoucí oddělení inspekce v odboru milostí a inspekce Ministerstva spravedlnosti, rolí statutárního zástupce Ministerstva spravedlnosti pro předem definovaný projekt **PDP1 s názvem „Systém společného vzdělávání“**, který bude realizován v rámci programu Spravedlnost financovaného z **Finančního mechanismu Norska 2014 – 2021**.

Toto pověření se vydává pro účely přípravy, realizace, ukončování a dalších úkonů souvisejících jak s uvedeným projektem PDP 1, tak s **bilaterálními iniciativami** navazujícími na tento projekt, které jsou realizovány z **Fondu pro bilaterální vztahy zřízeného Zprostředkovatelem programu – Bilaterálních ambicí v rámci EHP a Norských fondů 2014 – 2021 v programu Spravedlnost**.

Předchozí pověření ze dne 10. 1. 2020, č. j.: MSP-115/2019-OSKP-SP/17, se zrušuje.

Vážená paní
Mgr. Ing. Iva Günzlová, MBA
vedoucí oddělení inspekce
odbor milostí a inspekce
Ministerstvo spravedlnosti
Vyšehradská 16
128 00 Praha 2

Pověření přijímám:.....
