

Partnership Agreement for

the implementation of the Project EEA - Eager Entrepreneurs Abroad EHP-CZ-MOP-2-019

funded under the EEA Financial Mechanism 2014-2021 CZ-EDUCATION

between

Střední škola obchodní Business high school

Legal form: contributory organization of the Capital City of Prague, Prague 1, Mariánské nám. 2. Deed of Foundation: ZHMP Resolution No. 4/8 of 17 February 2011, as amended by ZHMP

Resolution No. 40/37 of 19 June 2014.

The organization is registered in the Register of Schools RED-IZO 600004864, registered in RARIS ID No. 00549185.

The organization is not a VAT payer.

Organisation classification: Other public organisation With registered office: in Prague 2, Belgická 250/29 Represented by the principal Ing. Ivo Krajíček

hereinafter referred to as the "Project Promoter"

and

Thora Storm videregående skole High school

Suhms gate 6, 7012 Trondheim

Norway

Organization number: 995415372

VAT: 817 920 632 /

Organisation classification: Other public organization Represented by the principal Mr. Anders Buhaug

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. 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. 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. The Project shall start in September 2020 and will last until October 2021. Any amendments to the duration of the Project shall be taken according to instructions and procedures of the Programme Operator Dům zahraniční spolupráce (hereinafter referred to as the "DZS").

Article 3 - Main roles and responsibilities of the Parties

1. The cooperation between the Parties consist in:

Project Promoter tasks and responsibilities

- 1. Preparing general (intercultural) program in Prague.
- 2. Organising youth enterprise workshop in Prague.
- 3. Finding work placement for students (Czech partner companies).
- 4. Organization of several half-day seminars in companies where Czech students have their vocational training. It would mean a tour of the workplace and then a meeting with the store manager where Norwegian teachers (together with their Czech colleagues) can discuss news and challenges in the labour market.
- 5. Active participation in the project (organization, administration, outcome evaluation).
- 6. Project financial manager (budget).
- 7. Promotion of the project. School website. A joint Facebook page.

Contact person (name and contacts details)

Mr. Marek Začal

Teacher, Project Coordinator

zacal@ssob.cz

Project Partner tasks and responsibilities

- 1. Preparing general (intercultural) program in Trondheim.
- 2. Preparing entrepreneurial workshop in Prague. The aim will be to obtain additional knowledge and experience from Norwegian colleagues (which relates to the management of youth enterprises).
- 3. Organizing workshop on "Democracy in business" in Trondheim.
- 4. Entering the youth enterprises into state competition.
- 5. Active participation in the project (organization, administration, outcome evaluation)
- 6. Settlement and reporting of all payments to Project Promoter.
- 7. Promotion of the project. A joint Facebook page. Newspaper/TV interviews during the Youth Entrepreneurship Exhibition for Trondelag county.

Contact person (name and contacts details)

Mrs. Marte Haseth

Teacher, International Coordinator TSV

marar@trondelagfylke.no

- 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 it may require 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:
- (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 allocated amongst the budget categories is fixed in Annex I – Project partner's budget. The applicable rates relevant for the Project Partner are specified in Annex II – Applicable rates.

- 2. 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 interim payment(s).
 - a) The interim payment shall be paid based on the proof of expenditure (see Article 6) and the supporting document "Overview of realized activities and used units".
 - b) The maximum of the interim payment shall correspond to the share of 58,13 % of the project partner's budget as set up in the Annex I.
 - c) Payment claim shall be submitted to the Project Promoter no later than 1 months after the activities are finished.
 - d) The interim payments to the Project Partner shall be made within 10 working day from the receipt of the Partner's claim.
- 2. All amounts shall be denominated in CZK.
- 3. The provisions of exchange rate risk will be as follows:
 - a) The applicable rates in Annex II shall be converted from EUR into the CZK according to the conversion rate stated by Programme Operator DZS (equalling CZK/EUR = 25).
 - b) The Project Promoter will provide payments to the Project Partner in CZK according to Budget Overview calculated in the Project Application Form. The conversion from CZK to the currency in which Project Partner's bank account is denominated shall be proceeded by the Project Partner's bank.
- 4. The Project Partner's bank account denominated in *Norwegian kroner (NOK)* is identified as follows:

Name of bank	Danske Bank Trondheim
Full address of bank (branch)	Søndre gate 13-15, 7466 Trondheim, NORWAY
Name of account holder	Trøndelag fylkeskommune, 3283
Address of account holder	Fylkets Hus, Postboks 2560, 7735 Steinkjer
Account number / IBAN	NO48 8601 76 58206
BIC / Swift codes	DABAN022
Variable symbol (if applicable)	Mark: 3283 for Thora Storm vgs

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. Costs incurred by the Project Partner shall be supported by receipted invoices or alternatively by accounting documents of equivalent probative value / an audit report, which must be certified by an independent auditor according to the provisions of Article 8.12 of the Regulation. 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.
- 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, visual documentation 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, the visual documentation, the reports and other documents 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. The Project Promoter may decide to terminate the Agreement, without any indemnity on its part, under the following circumstances:
 - a) in the event of a change to the Project Partner's legal, financial, technical, organisational or ownership situation that is liable to affect the Agreement substantially or to call into question the decision to award the grant;
 - b) if the Project Partner fails to fulfil an obligation incumbent on him under the terms of the Agreement, including its annexes;
 - c) in the event of force majeure, or if the project has been endangered as a result of exceptional circumstances;
 - d) if the Project Partner is declared bankrupt, is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in an analogous situation arising from a similar proceedings or procedure provided for in national legislation or regulations:
 - e) where Project Promoter has evidence or seriously suspects the Project Partner or any related entity or person, of professional gross misconduct;
 - f) if the Project Partner has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;
 - g) where Project Promoter, Financial Mechanism Office, National Focal Point, MoEYS or another relevant entity has evidence or seriously suspects the Project Partner or any related entity or person, of substantial errors, irregularities or fraud in the award;
 - h) if the Project Partner has made false declarations; caused distortion of reality or submitted reports inconsistent with reality to obtain the grant provided for in the Agreement;
 - i) if the partnership becomes ineligible upon withdrawal of one or more partners;
 - j) if Project Promoter acquires evidence of or suspects that the Project Partner has committed system or repeated errors, unfair conduct, fraud or breach of the obligations arising from other programmes financed within the implementation of the EEA Grants 2014-2021 in the Czech Republic or by the European Union, which were awarded to the Project Partner under similar conditions.

3. Termination procedure

The Project Promoter decision to terminate the Agreement must be delivered to the Project Partner by a registered letter. If the Agreement is breached in a substantial way, which means a breach under the Article 13.2 (e), (g) and (h) of this Agreement, where Project Promoter has evidence, the effects of termination occur upon delivery of the decision to the Project Partner. The notice period is 30 days from the date of the delivery of the Project Promoter decision. The registered letter is considered as delivered on the last day of the 15-day holding period, even in case the addressee did not pick it up at the post office or was not informed that the letter was held at the post office. In case of the usage of the information system, the termination is considered as delivered once it is enclosed in the attachments of the project and once the notification is published on the message board.

The Project Partner shall have 10 days from delivery of the Project Promoter decision to terminate the Agreement to submit his observations to the termination of the Agreement. If the Project Partner submits his observations, the period is suspended until the observations are decided by Project Promoter. Project Promoter will decide within 30 days.

The observations of the Project Partner are not to be considered in the cases mentioned in Art. 13.2. d), h) a i) of this Agreement.

If Project Promoter accepts the observations, an amicable settlement is proposed in the form of measures taken upon consensus of the involved parties, notably within 30 days from the delivery of the Project Promoter written statement. If Project Promoter does not accept the observations and information on the measures, the notice period continues running.

4. Effects of the Termination of the Agreement

In the event of the termination by the Project Partner or the termination by Project Promoter on the grounds set out in Art. 13.2 of this Agreement, Project Promoter may require a partial or a total repayment of the sums already paid under the Agreement.

In the event of the termination of the Agreement, payments by Project Promoter shall be proportionate to the eligible expenditures actually incurred by the Project Partner by the date when the termination takes effect, in accordance with Art.5 of this Agreement. The expenditures pertaining to the current obligations, which did not become mature by the date of the termination of the Agreement, are not eligible for the purposes of this Agreement and cannot be paid to the Project Partner.

The Project Partner shall have 30 calendar days from the date when the termination of the Agreement takes effect, as notified by Project Promoter, to produce a request for the final payment in accordance with Art.5 of this Agreement. If no request for the final payment is received within this time limit, Project Promoter shall not contribute to the financing of any expenditure incurred by the Project Partner up to the date of the termination of the Agreement, and the Project Partner shall repay any amount of pre-financing granted by Project Promoter, which is not justified by a final report requested and approved by Project Promoter.

By way of exception, at the end of the period of notice referred to in Art. 13.3 of this Agreement, where Project Promoter is terminating the Agreement because the Project Partner has failed to produce the final report within the deadline stipulated in Art. 5 of this Agreement and the Project Partner has still not complied with this obligation within the grace period following the written reminder sent by Project Promoter, Project Promoter shall not pay the expenditures incurred by the Project Partner by the date of the completion of the project and shall recover the whole amount of the granted pre-financing.

5. Force Majeure

"Force majeure" shall mean any unforeseeable exceptional or health (epidemiological) situation or event beyond the parties' control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part and which proves to be inevitable in spite of exercising all due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem

directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as force majeure.

The Project Partner involved in implementation of the project shall forthwith inform Project Promoter of any force majeure event both in the form of an official notice with the acknowledgement of the receipt, in accordance with the instructions to be given to that effect. In the notice, the Project Partner shall propose measures that can be taken within 30 days from the delivery of the notice.

Both Parties shall be strongly advised to use all insurance instruments to minimize loss because of any unforeseeable exceptional or health (epidemiological) situation or event.

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. 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.
- 6. The contracting Parties expressly agree that the publication of this contract in the register of contracts pursuant to Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of these contracts and the register of contracts (Act on the Register of Contracts) will be provided by Střední škola obchodní, Belgická 250/29, Prague 2.

For the **Project Promoter**

Střední škola obchodní

Signed in: Prague

Date: 3.7.2020

Name: Mr. Ivo Krajíček

Function: Principal

Stamp of the Project Promoter (if applicable)

For the Project Partner

Thora Storm vgs

Signed in: Trondheim

Date: 17. June 2020

Name: Mr. Anders Buhaug

Function: Principal

Stamp of the Project Partner (if applicable)

Střední škola obchodní 129 00 Franca 2, Balgická 250/29 (31, 33, 54, 54, 55) ©

Thora Storm videregående skole Suhms gate 6, 7012 TRONDHEIM Tlf. 74 17 64 00

Annex I – Project Partner's budget

Budget items	Amount allocated to the project partner in [EUR]
Organisational support	5,250.00
Travel	4,950.00
Linguistic support	2,250.00
Individual support for participants (subsistence)	27,000.00

Annex II - Applicable rates

Table 1. Organisational support for mobility

	Eligible costs	Financing mechanism	Amount	Rule of allocation
Organisational	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	up to the 100th participant: 350 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 3000 – 3999 KM: 820 EUR per participant	Automatic (mobilities) Conditional (ICP): applicants to justify financial need related to project objectives and results

Table 3. Linguistic support

L.	Eligible costs	Financing mechanisms	Amount	Rule of allocation
Linguistic support	Costs linked to participant support prior to departure or during mobility, in order to improve the language they will use to study or receive training	Scale of unit costs	150 EUR per participant needing linguistic support	Conditional: applicants must request support in instruction language of activity, on the basis of participants' needs

Table 7. Individual support for activities other than Higher Education mobility (subsistence)

Eligib	le costs	Financial mechanism	Amount	Rule of allocation
Individual support for learners	Costs directly linked to	Scale of unit costs	up to the 14th day of activity: A2.1 per day per participant + between the 15th and 60th day of activity: 70% of A2.1 per day per participant	Automatic (mobilities)
	subsistence of participants, including accompanying		+ between the 61th day of activity and up to 6 months: the 50% of A2.1 per day per participant	Conditional (ICP): applicants to justify
Individual support for staff and professionals	persons ¹ , during mobility		up to the 14th day of activity: A2.2 per day per participant + between the 15th and 60th day of activity: 70% of A2.2 per day per participant	financial need related to project objectives and results

	Learners mobility	Staff mobility
Receiving country	Min-Max (per day)	Min-Max (per day)
	A2.1	A2.2
Czech Republic	120	150
Iceland	150	200
Liechtenstein	150	200
Norway	150	200

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.





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VAT: 817920632

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Project Promoter tasks and responsibilities

- 1. Preparing general (intercultural) program in Prague.
- 2. Organization of a workshop on "innovations in teaching".
- 3. Preparation and organization of several half-day seminars in companies where Czech students have their vocational training. It would mean a tour of the workplace and then a meeting with the store manager where Norwegian teachers (together with their Czech colleagues) can discuss news and challenges in the labour market.
- 4. Arranging opportunities for job shadowing. Exchange of teaching experience & practice. Norwegian teachers will be given a chance to teach at a foreign school.
- 5. Active participation in the project (organization, administration, outcome evaluation).
- 6. Project financial manager (budget).
- 7. Promotion of the project. School website. A joint Facebook page.

Contact person (name and contacts details)

Mr. Marek Začal

Teacher, Project Coordinator

zacal@ssob.cz

Project Partner tasks and responsibilities

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- 2. Preparing workshop on the Norwegian entrepreneurial mindset for teachers in Prague. The aim will be to obtain additional knowledge and experience from Norwegian teachers (which relates to the management of youth enterprises).
- 3. Organizing one day seminar with Young Entrepreneurship Norway (UE Norge). This seminar will teach methods of finding good matches in personalities of the participants in each business. It will give attending teachers tools to work on people skills and problem solving. In addition it will uncover the more practical aspects of running a business.
- 4. Arranging opportunities for job shadowing. Exchange of teaching experience & practice. Czech teachers will be given a chance to teach at a foreign school.
- 5. Active participation in the project (organization, administration, outcome evaluation)
- 6. Settlement and reporting of all payments to Project Promoter.
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- 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 it may require 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:
- (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 allocated amongst the budget categories is fixed in Annex I Project partner's budget. The applicable rates relevant for the Project Partner are specified in Annex II Applicable rates.
- 2. 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 interim payment(s).
 - a) The interim payment shall be paid based on the proof of expenditure (see Article 6) and the supporting document "Overview of realized activities and used units".
 - b) The maximum of the interim payment shall correspond to the share of 38,44 % of the project partner's budget as set up in the Annex I.
 - c) Payment claim shall be submitted to the Project Promoter no later than 1 months after the activities are finished.
 - d) The interim payments to the Project Partner shall be made within 10 working day from the receipt of the Partner's claim.
- 2. All amounts shall be denominated in CZK.
- 3. The provisions of exchange rate risk will be as follows:
 - a) The applicable rates in Annex II shall be converted from EUR into the CZK according to the conversion rate stated by Programme Operator DZS (equalling CZK/EUR = 25).
 - b) The Project Promoter will provide payments to the Project Partner in CZK according to Budget Overview calculated in the Project Application Form. The conversion from CZK to the currency in which Project Partner's bank account is denominated shall be proceeded by the Project Partner's bank.
- 4. The Project Partner's bank account denominated in *Norwegian Kroner (NOK)* is identified as follows:

Name of bank	Danske Bank	
Full address of bank (branch)	Søndre gate 13-15, 7466 Trondheim, NORWAY	

Name of account holder	Trøndelag Fylkeskommune, 3283
Address of account holder	Fylkets Hus, Postboks 2560, 7735 Steinkjer
Account number / IBAN	NO48 8601 76 58206
BIC / Swift codes	DABANo22
Variable symbol (if applicable)	Mark: 3283 for Thora Storm vgs

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. Costs incurred by the Project Partner shall be supported by receipted invoices or alternatively by accounting documents of equivalent probative value / an audit report, which must be certified by an independent auditor according to the provisions of Article 8.12 of the Regulation. 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.
- 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, visual documentation 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, the visual documentation, the reports and other documents 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. The Project Promoter may decide to terminate the Agreement, without any indemnity on its part, under the following circumstances:
 - a) in the event of a change to the Project Partner's legal, financial, technical, organisational or ownership situation that is liable to affect the Agreement substantially or to call into question the decision to award the grant;
 - b) if the Project Partner fails to fulfil an obligation incumbent on him under the terms of the Agreement, including its annexes;
 - c) in the event of force majeure, or if the project has been endangered as a result of exceptional circumstances;
 - d) if the Project Partner is declared bankrupt, is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in an analogous situation arising from a similar proceedings or procedure provided for in national legislation or regulations;
 - e) where Project Promoter has evidence or seriously suspects the Project Partner or any related entity or person, of professional gross misconduct;
 - f) if the Project Partner has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;
 - g) where Project Promoter, Financial Mechanism Office, National Focal Point, MoEYS or another relevant entity has evidence or seriously suspects the Project Partner or any related entity or person, of substantial errors, irregularities or fraud in the award;
 - h) if the Project Partner has made false declarations; caused distortion of reality or submitted reports inconsistent with reality to obtain the grant provided for in the Agreement;
 - i) if the partnership becomes ineligible upon withdrawal of one or more partners;
 - j) if Project Promoter acquires evidence of or suspects that the Project Partner has committed system or repeated errors, unfair conduct, fraud or breach of the obligations arising from other programmes financed within the implementation of the EEA Grants 2014-2021 in the Czech Republic or by the European Union, which were awarded to the Project Partner under similar conditions.

3. Termination procedure

The Project Promoter decision to terminate the Agreement must be delivered to the Project Partner by a registered letter. If the Agreement is breached in a substantial way, which means a

breach under the Article 13.2 (e), (g) and (h) of this Agreement, where Project Promoter has evidence, the effects of termination occur upon delivery of the decision to the Project Partner. The notice period is 30 days from the date of the delivery of the Project Promoter decision. The registered letter is considered as delivered on the last day of the 15-day holding period, even in case the addressee did not pick it up at the post office or was not informed that the letter was held at the post office. In case of the usage of the information system, the termination is considered as delivered once it is enclosed in the attachments of the project and once the notification is published on the message board.

The Project Partner shall have 10 days from delivery of the Project Promoter decision to terminate the Agreement to submit his observations to the termination of the Agreement. If the Project Partner submits his observations, the period is suspended until the observations are decided by Project Promoter. Project Promoter will decide within 30 days.

The observations of the Project Partner are not to be considered in the cases mentioned in Art. 13.2. d), h) a i) of this Agreement.

If Project Promoter accepts the observations, an amicable settlement is proposed in the form of measures taken upon consensus of the involved parties, notably within 30 days from the delivery of the Project Promoter written statement. If Project Promoter does not accept the observations and information on the measures, the notice period continues running.

4. Effects of the Termination of the Agreement

In the event of the termination by the Project Partner or the termination by Project Promoter on the grounds set out in Art. 13.2 of this Agreement, Project Promoter may require a partial or a total repayment of the sums already paid under the Agreement.

In the event of the termination of the Agreement, payments by Project Promoter shall be proportionate to the eligible expenditures actually incurred by the Project Partner by the date when the termination takes effect, in accordance with Art.5 of this Agreement. The expenditures pertaining to the current obligations, which did not become mature by the date of the termination of the Agreement, are not eligible for the purposes of this Agreement and cannot be paid to the Project Partner.

The Project Partner shall have 30 calendar days from the date when the termination of the Agreement takes effect, as notified by Project Promoter, to produce a request for the final payment in accordance with Art.5 of this Agreement. If no request for the final payment is received within this time limit, Project Promoter shall not contribute to the financing of any expenditure incurred by the Project Partner up to the date of the termination of the Agreement, and the Project Partner shall repay any amount of pre-financing granted by Project Promoter, which is not justified by a final report requested and approved by Project Promoter.

By way of exception, at the end of the period of notice referred to in Art. 13.3 of this Agreement, where Project Promoter is terminating the Agreement because the Project Partner has failed to produce the final report within the deadline stipulated in Art. 5 of this Agreement and the Project Partner has still not complied with this obligation within the grace period following the written reminder sent by Project Promoter, Project Promoter shall not pay the expenditures incurred by

the Project Partner by the date of the completion of the project and shall recover the whole amount of the granted pre-financing.

5. Force Majeure

"Force majeure" shall mean any unforeseeable exceptional or health (epidemiological) situation or event beyond the parties' control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part and which proves to be inevitable in spite of exercising all due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as force majeure.

The Project Partner involved in implementation of the project shall forthwith inform Project Promoter of any force majeure event both in the form of an official notice with the acknowledgement of the receipt, in accordance with the instructions to be given to that effect. In the notice, the Project Partner shall propose measures that can be taken within 30 days from the delivery of the notice.

Both Parties shall be strongly advised to use all insurance instruments to minimize loss because of any unforeseeable exceptional or health (epidemiological) situation or event.

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. 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.
- 6. The contracting Parties expressly agree that the publication of this contract in the register of contracts pursuant to Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of these contracts and the register of contracts (Act on the Register of Contracts) will be provided by Střední škola obchodní, Belgická 250/29, Prague 2.

For the **Project Promoter**

Střední škola obchodní

Signed in: Prague

Date: 3.7.2020

Name: Mr. Ivo Krajiček

Function: Principal

Stamp of the Project Promoter (if applicable)

Střední škola obchodní 20 00 Praha 2, Belgická 250/29 IČO 00 549 185 For the Project Partner

Thora Storm vgs

Signed in: Trondheim

Date: 17. June 2020

Name: Mr. Anders Buhaug

Function: Principal

Stamp of the Project Partner (if applicable)

Thora Storm videregående skole Suhms gate 6, 7012 TRONDHEIM

TIf. 74 17 64 00

Annex I - Project Partner's budget

Budget items	Amount allocated to the project partner in [EUR]
Project management and implementation support	3,250.00
Travel	550.00
Individual support for participants (subsistence)	3,600.00

Annex II – Applicable rates

Table 2. Travel

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

Table 7. Individual support for activities other than Higher Education mobility (subsistence)

eligin	Eligible costs	mechanism	2	allocation
			up to the 14th day of activity: A2.1 per day per participant +	Automatic
support for	Costs directly	Scale of unit	between the 15th and 60th day	(mobilities)
learners	linked to	costs	per participant	
	subsistence of		+	Conditional
	participants,		between the 61th day of activity	(ICP):
	including		and up to 6 months: the 50% of	applicants
	accompanying		A2.1 per day per participant	to justify
100000000000000000000000000000000000000	persons ¹ , during		up to the 14th day of activity:	financial
	Поршсу		A2.2 per day per participant +	need related to
support for			between the 15th and 60th day	project
staff and professionals			per participant	and results

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.

	Learners mobility	Staff mobility
Receiving country	Min-Max (per day)	Min-Max (per day)
	A2.1	A2.2
Czech Republic	120	150
Iceland	150	200
Liechtenstein	150	200
Norway	150	200

Table 8. Project management and implementation support

Amount Rule of allocation	Based on the duration of the the Maximum partnership	2750 EUR and on the e activities per month number of participating EUR per organisations involved	
	Contribution to the activities of the coordinating organisation: 500 EUR per month	Contribution to the activities of the other participating organisations: 250 EUR per organisation per month	
Financing		Scale of unit costs	
Eligible costs	Project management (e.g. planning, finances, coordination and communication between partners, etc.); small scale learning/teaching/training materials, tools, approaches etc. Virtual cooperation and local project activities (e.g. class-room project work with learners, organisation and mentoring of embedded learning/training activities, etc.); information, promotion and dissemination (e.g. brochures, leaflets, web information, etc.).		
	Project management	and implementation	

