



Bilateral Partnership Agreement

between

Ministry of the Interior of the Czech Republic

acting as the Programme Operator for the Programme CZ-HOME AFFAIRS

Address: Nad Štolou 936/3, 170 34 Praha 7

Represented by: RNDr. Ivo Ryšlavý, Director of the Financial Mechanisms and Structural Funds Department

(hereinafter referred to as "Initiative Promoter")

and

Norwegian Association of Local and Regional Authorities (KS)

Address: Haakon VII's gt. 9, 0161 Oslo

Postal Address: P. O. Box 1378 Vika, 0114 Oslo, Norway

Represented by: Lars Owe Kristiansen, Executive Director

Bank name: DNB Bank

Bank address: Stranden 21, 0021 Oslo, Norway

Account holder: KS

IBAN: NO6382000165189

BIC/Swift: DNBANOKK

(hereinafter referred to as „Partner“)

(hereinafter referred to individually as a "Party" and collectively as the "Parties")

for the implementation of the Bilateral Initiative "Sharing Good Practice in State Police Cooperation with Local Authorities" funded under the Norwegian Financial Mechanism Home Affairs Programme

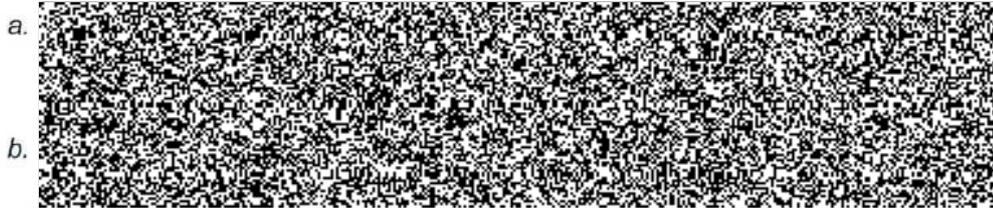
IT IS AGREED AS FOLLOWS:

Article 1 – Scope and Objectives

1. This Bilateral Partnership Agreement (hereinafter referred to as the "Agreement") is concluded pursuant to paragraph 160 (1) of Act No. 500/2004 Coll., The Administrative Code, as amended.
2. This Bilateral 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 Bilateral Initiative.
3. The objective of the Agreement is the implementation of the Bilateral Initiative "Sharing Good Practice in State Police Cooperation with Local Authorities" funded under the Norwegian Financial Mechanism Home Affairs Programme (hereinafter referred to as the "Initiative"). The Grant Provider of the Initiative is the National Focal Point of the Ministry of Finance of the Czech Republic (hereinafter referred to as the "Grant Provider"). The description and schedule of the Bilateral Initiative is included in the Annex 1 to the Agreement.
4. The Parties shall act in accordance with this Agreement, the legal framework of the Czech Republic and Norway and the Norwegian Financial Mechanism 2014-2021.

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 promptly inform each other on all circumstances that may have a negative impact on the correct and timely implementation of any of the Initiative's activities, and of any event that could lead to a temporary or final discontinuation or any other deviation of the Initiative.
3. 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 Initiative.
4. 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 Initiative implementation.
5. The Parties shall act in a manner that does not jeopardize the implementation of the Initiative and the interests of the other Party.
6. The Initiative Promoter shall keep the Partner informed about all matters of importance to overall cooperation and the implementation of the activities to be performed. The preferred way of communication is via email.



7. The Parties are obliged to fulfil the obligations in accordance with the legal Framework of the Czech Republic and Norway, this Agreement, the Regulation on the implementation of the Norwegian Financial Mechanism 2014-2021 and the following documents:
- a. Guidelines of the National Focal Point on eligible expenditures within the EEA/Norwegian Financial Mechanism 2014-2021,
 - b. Communication and Design Manual EEA and Norway Grants 2014-2021.
8. The Initiative Promoter is obliged to:
- a. ensure the correct and timely implementation of the Initiative's activities;
 - b. manage the Initiative;
 - c. organize and ensure the logistics of all activities of the Initiative and related activities of the Partner;
 - d. provide the Partner with all documents, data and information that may be necessary to fulfil its obligations;
 - e. prepare and submit Initiative implementation reports and payment claims;
 - f. pay in a timely manner all eligible expenditures of the Initiative, including expenditures related to the activities of the Partner.
9. The Partner is obliged to:
- a. properly and promptly fulfil the obligations and activities according to Article 4 of this Agreement
 - b. properly account of all expenditures related to the Initiative under the Norwegian legislation in force;
 - c. perform the activities and obligations in the Initiative in accordance with internal control system;
 - d. record all expenditure related to the Initiative and support them with relevant receipts and documentation;
 - e. to provide the Grant Provider upon its request via the Initiative Promoter with accounting records and other documents related to the Initiative converted into digital form, if relevant;
 - f. cooperate on preparation of the Initiative modifications;
 - g. archive all documents related to the Initiative for at least 10 years from 1 January following the approval of the final report of the Initiative, at least until 31 December 2035;

2. The detailed budget with the budget share and particular costs of Partner is fixed in Annex 2 of this Agreement. Based on a mutually approved budget, the Initiative Promoter shall bear the costs of implementing the Initiative including the costs for ensuring the Partner's participation. The budget is based on estimated costs and may be subject to a change upon realization of the Bilateral Initiative or upon agreement between the Parties.
3. The Partner is not allowed to require reimbursement of expenses that the Initiative Promoter did not approve or found not to be eligible. Expenditures incurred by the Partner must be in line with the general rules on eligibility of expenditure contained in the Regulation, specifically Chapter 8 thereto.
4. The expenses for airline tickets, local transport in the Czech Republic, accommodation and catering of the Partner during its participation in the activities of the Initiative in the Czech Republic shall be paid and provided by the Initiative Promoter directly.
5. The costs carried and incurred by the Partner (expenses of the Partner's project team management, mandatory costs and per diem) will be subsequently reimbursed by the Initiative Promoter.
6. The costs carried and incurred by the experts for its contributing to the Bilateral Initiative (expenses for airline tickets, local transport in the Czech Republic, accommodation and catering, mandatory costs and per diem) will be reimbursed by the Initiative Promoter in the payment of the total claims of the Partner. Possible additional requirements for the reimbursement of the labour costs for external experts of the Partner are not excluded, but will be assessed and approved individually by the Initiative Promoter at the request of the Partner.
7. Payments shall not take a form of advance payments. Expenditures incurred in the implementation of the Project shall be reimbursed to the Partner in the form of ex-post payments.
8. Interim payments shall be paid based on reimbursement claims made by the Partner. The Partner shall submit its claims for reimbursement in the form of accounting documents of equivalent probative value and documents proving the payment of the expense with detailed budget items as listed in the Annex 2 to the Partnership Agreement. In cases where such accounting documents are not in English, the Partner shall provide an English translation. The Initiative Promoter shall check the expenditure, verify its eligibility and reimburse the expenditure to the Partner within 30 days of delivery.
9. Expenditures may be evidenced - apart from originals or certified copies of accounting documents i.e. documents of equivalent probative value and documents proving the payment of the expense) also by
 - a. audit report¹ of an independent auditor capable of performing mandatory audits of accounting documents attesting that the reported costs have been incurred in accordance with the Partnership Agreement, Regulation, national legislation and relevant national accounting procedures of the Initiative,

¹ The reports shall - apart from the opinion of an independent auditor or independent public entity on the above points - contain a detailed description of the purpose of the audit, the auditing procedures, the scope of the audit and its results. The audit must be carried out in line with the relevant international accounting standards (e.g. *International Standard on Related Services ISRS 4400*).

- b. audit report¹ issued by a competent and independent public entity, which was recognized by the competent national authorities as being competent for the exercise of budgetary and financial control of the entity incurring the cost and which was not involved in the preparation of the financial statements, certifying that the reported cost was incurred in accordance with the Partnership Agreement, the Regulation, national legislation and relevant national accounting procedures of the Initiative.

The template in Annex 3 of this Agreement shall be used to proof the expenditures by the audit report certifying the costs claimed within the Initiative.

10. Payments to the Partner shall be made in EUR or NOK and transfer to the Partner's account specified in the header of this Agreement.
11. The documents must bear the text "Financed from the EEA and Norway Grants 2014-2021" to avoid duplicity of financing. It must be clear from the documents which Initiative they relate to, either directly in a text on the accounting document or subsequently added in a non-erasable form.

Article 6 – Liability for damage

1. The Initiative Promoter shall bear legal and financial responsibility for the correct and lawful use of funds by the Partner towards the Grant Provider.
2. The Partner shall be liable to the Initiative Promoter for damage to third parties as a result of breach of its obligations under this Agreement as well as of the general provisions of the applicable legal regulations.

Article 7 – Duration of the Agreement

1. This Agreement is concluded for a fixed period of time with effect from the date of signature of the Agreement by both Parties until the end of the purpose pursuant to Article 1 (2) of the Agreement, but at least until the completion of the Initiative and its final settlement. The expiration of the duration of the Agreement shall be without prejudice to damages, sustainability obligations and other provisions of the Agreement which, depending on their content and nature, are intended to survive the termination of the contractual relationship.
2. If the Partner breaches its obligations stated in this Agreement or in the legislation in force, the Initiative Promoter is allowed to terminate this Agreement based on the Grant Provider's prior consent and thus exclude the Partner from further participation in the implementation of the Initiative.
3. Withdrawal from the Agreement shall become legally effective on the date of delivery of the written notice of withdrawal to the other Party.
4. Termination of the Agreement shall not affect the right to compensation for damage.

Article 8 – Final Provisions

1. Any modifications to this Agreement may only be made by agreement between the Parties in the form of written amendments signed by authorized representatives of the Parties. The amendment of Annex No. 1 and 2 shall not result in an amendment to the Agreement, but may only be made by written agreement of the Parties.
2. This Agreement shall enter into force and effect on the date of signature of the Parties.
3. The Parties agree that all disputes arising from this Agreement or disputes concerning the existence of this Agreement (including the question of the origination and validity of this Agreement) shall be resolved amicably through consultation between the Parties. Such disputes shall be settled definitively before the court of competent jurisdiction of the Czech Republic.
4. This Agreement has been prepared in 2 originals, of which each Party has received one.
5. The Parties declare that this Agreement was drawn up on the basis of their free will, not in distress or under otherwise noticeably disadvantageous conditions.
6. The following Annex shall form an integral part of this Agreement:

Annex No. 1: Description and schedule of the “Sharing Good Practice in State Police Cooperation with Local Authorities” Initiative.

Annex No. 2: Approved Partner’s budget of the Bilateral Initiative.

Annex No. 3: Template for the certification of costs claimed by donor project partner by independent auditor

Signed in *Praha* on *25.09.2020*

Signed in *Oslo* on *18.09.2020*

For the Initiative Promoter

For the Partner



RNDr. Ivo Ryšlavý
Director of the Financial Mechanisms and
Structural Funds Department

Lars Owe Kristiansen
Executive Director

Description and schedule of the “Sharing Good Practice in State Police Cooperation with Local Authorities” Initiative

The Initiative shall consist of initial and final working meetings and four thematically organized workshops that will take place in the Czech Republic. The opening session will precede the workshops (topics are outlined in the “Topics and target groups” document) and its aim will be to outline the structure of workshops, define different points of the agenda, specify examples of good practice and select speakers from both partner countries. The workshops will present views of each of the participating partners on discussed topics and their experience of good and bad practice. Workshops should also serve as a basis for the final meeting, which will evaluate the entire activity and summarize the outputs.

Schedule:

The Initiative will be implemented in the years 2020 - 2021.

The **initial meeting** will take place in the Czech Republic on **2 October 2020**

The **workshop No. 1** will take place in the Czech Republic on **5 – 6 November 2020** with topic „Local public policy issues“

The **workshop No. 2** will take place in the Czech Republic on **18 – 19 February 2021** with topic „Data sharing system and cooperation between relevant actors“

The **workshop No. 3** will take place in the Czech Republic on **29 - 30 April 2021** with topic „Migration of foreigners issues“

The **workshop No. 4** will take place in the Czech Republic on **24 – 25 June 2021** with topic „Children, adolescents and particularly vulnerable people“

The **final meeting** will take place in the Czech Republic on **6 October 2021**

Total number of participants:

- 150 persons
- incl. 12 representatives from Norway (1-2 representatives per each workshop and initial and final meeting)

Time range of the activities:

- Initial working meeting – 1 day
(for Norwegian partner with accommodation in Prague/1 overnight stay before meeting)

- 4 Workshops – 2 half-days
(for all participants with accommodation /1 overnight stay)
- Final meeting – 1 day
(for Norwegian partner with accommodation in Prague/ 1 overnight stay before meeting)

It is expected that the results and outcomes of the bilateral Initiative will be usable in the future for both the Czech and Norwegian sides. Emphasis will be placed on good practice, current methods and forms of cooperation between the state police, the municipal police and local government, their analysis, generalization and enlargement in a way that involves sharing them and introducing them into wider practice.

The Initiative will further contribute to establishing or strengthening partnerships between subjects in both countries as well as internationally, i.e. between institutions in the Czech Republic and Norway. The aim of these relationships is to keep up-to-date with the latest findings and to share them. The agreed outputs will be provided to the participating institutions as well as to the wider professional community and will also enable future updates and additions.

BILATERAL INITIATIVE BUDGET	
Sharing Good Practice in State Police Cooperation with Local Authorities	
Item	Total per item (EUR)
Airline tickets	7.529
Accommodation in the Czech Republic	11.608
Accommodation in Norway	863
Meeting room rental in the Czech Republic	3.137
Catering in the Czech Republic	7.027
Refreshments in the Czech Republic	1.757
Subsistence allowance (business trip) for CZ	340
Car rental in Norway incl. fuel	289
Unexpected expenditures (business trip) for CZ	44
Publicity	1.569
Interpreting ENG/CZ	3.137
Partner costs (amount to be refunded)*	12.480
TOTAL	49.780

* In addition to the expert costs and other mandatory costs that are incurred by the Norwegian partner in accordance with national regulations, the Programme Operator pays travel costs (airline tickets), costs of accommodation and meals to Norwegian experts as part of their participation.

BILATERAL INITIATIVE BUDGET - PARTNER	
Sharing Good Practice in State Police Cooperation with Local Authorities	
Item	Total per item (EUR)
Air tickets /12 pcs á 470 €/	5.647
Accommodation in the Czech Republic /24 nights á 100 €/	2.400
Catering in the Czech Republic	940
Refreshments in the Czech Republic	130
Allowances /36 days á 56 €/	2.016
KS project team /6 days á 872 €/	5.232
KS one participation member at two events /6 days á 872 €/	5.232
Partner personal costs total	21.597
Amount to be refunded	12.480

Template for the certification of costs claimed by donor project partner

This is issued for the certification purposes as required by Article 8.12.4 of the Regulations on the implementation of the European Economic Area / Norwegian Financial Mechanisms 2014-2021 (the Regulations).

We confirm that procedures have been performed in order to provide assurance as to the relevance and conformity with the Regulations, national law and relevant national accounting practices of the costs claimed by donor project partner.

Project identification number:	
Project title:	
Name of donor project partner:	
Name of entity responsible for the certification:	
Type of entity:	<i>Auditor or Competent Public Officer</i>
Start date of incurred expenditure:	
End date of incurred expenditure:	
Actual expenditures ¹ incurred in this period:	

The [*Auditor/Competent Public Officer*] hereby certifies that:

- (i) The costs claimed by the donor project partner are incurred in accordance with the Regulations on the EEA / Norwegian Financial Mechanisms 2014-2021².
- (ii) The costs claimed are incurred in accordance with the relevant law and national accounting practices.
- (iii) The [*Auditor³/Competent Public Officer*] has not been involved in the preparation of the relevant financial statements, and is independent of the donor project partner.

	For the Auditor/Competent Public Officer	Optional second signature
Name		
Signature		
Position		

¹ A breakdown of the costs certified shall be provided as an annex.

² Provisions on eligibility of expenditures are stated in chapter 8 of the Regulations.

³ Auditor shall be qualified to carry out statutory audits of accounting documents.