

**Partnership Agreement
for donor partnership projects**


between

Univerzita Palackého v Olomouci

Křižkovského 511/8, 771 47 Olomouc

Represented by: Prof. Mgr. Jaroslav Miller, M.A., Ph.D.

IČ: 61989592

Bank account: 

hereinafter referred to as the "Project Promoter"

and

Nordland County Council

Fylkeshuset, N-8048 Bodø, NORWAY

Represented by 

hereinafter referred to as the "Project Partner"

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

for the implementation of the Project "*For Soul health*"

funded under the *EEA/Norwegian* Financial Mechanism Programme Health

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.
2. The objective of the Agreement is the implementation of the Project “For soul health” funded under the [EEA/Norwegian] Financial Mechanism Programme Health(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 [EEA/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:

Univerzita Palackého v Olomouci [REDACTED]

Nordland City Council: [REDACTED]

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) 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) 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;
- d) cooperate on preparation of the Project modifications;
- e) create conditions and provide cooperation necessary for controls of the Project;
- f) perform the activities and obligations in the Project in accordance with internal control system;
- g) archive all documents related to the Project for at least 10 years from 1 January following the year in which the Project was completed in IS CEDR¹ by the Programme Operator, at least until 31 December 2030;

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

¹ Information system for project administration within the EEA/Norway Financial Mechanism.

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.

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 Annex No. 1 Project application.

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 , which are described in attached document – Schedule of Activities with Norwegian Partner
 - Contacts with relevant institutions and schools in this area not only when working with individual clients in the form of online consultations of individual cases.
 - Consulting on setting up a functional connection between schools and a multidisciplinary team.
 - Mutual visits in the form of internships would also be part of the exchange of experiences.

Article 5 – Entry Into force, duration and termination

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. Either Party may terminate this Agreement in the event of a breach by the other Party of its obligations. The Contracting Parties are entitled to withdraw from this Agreement if the circumstances envisaged by the provisions of Section 2002 of the Civil Code occur.]

3. If the Project Partner breaches its obligations stated in par. 2 of this article the Project Promoter is allowed to terminate this Agreement based on the Programme Operator's prior consent.

4. Furthermore, in case of termination of the Legal Act on Fund Allocation for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.

Article 6 – Entry into force, duration and termination

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. Either Party may terminate this Agreement in the event of a breach by the other Party of its obligations

3. If the Project Partner breaches its obligations stated in par. 2 of this article the Project Promoter is allowed to terminate this Agreement based on the Programme Operator's prior consent.

4. Furthermore, in case of termination of the Legal Act on Fund Allocation for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.

Article 7 – Amendments

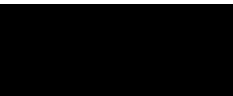
1. Any amendment to this Agreement, including its Annexes, shall be the subject of a written agreement concluded by the Parties.

Article 7 – Notices and language

1. All notices and other communications between the Parties shall be made in writing and be sent to the following addresses:

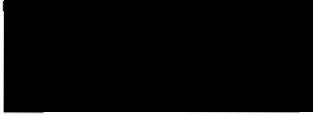
For the Project Promoter:

Univerzita Palackého v Olomouci | CMTF
Univerzitní 22
771 11 Olomouc



For the Project Partner:

Nordland County Council



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 8 – Governing law and settlement of disputes

1. The construction, validity and performance of this Agreement shall be governed by the laws of *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 four originals, of which each Party has received two.

For the Project Promoter

For the Project Partner

Signed in Olomouc on 19-03-2021

Signed in..... on 10/3-21

Rector

prof. Mgr. Jaroslav Miller, M.A., Ph.D.