

## **Partnership Agreement**

for

the implementation of the Project

Pharmacological reversal of metabolic derangements induced by antipsychotic treatment in  
animal models

EHP-BFNU-OVNKM-3-048-2020

funded under the EEA Financial Mechanism 2014-2021, BFNU - NFP Bilateral Funds

between

### **Masaryk University**

Zerotínovo náměstí 617/9, 602 00 Brno

Czech Republic

Registration number: 00216224

Other public organization

Represented by prof. MUDr. Martin Bareš, Ph.D.,

Rector

hereinafter referred to as the "Project Promoter"

and

University of Bergen

Faculty of Medicine

Haukelandsveien 28, 5020 Bergen

Norway

Registration number: 917641404

Other public organization

Represented by,

Rector

hereinafter referred to as the "Project Partner"

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

It is agreed as follows:

## 1. Article 1 – Scope and objectives

- 1.1 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.
- 1.2 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.
- 1.3 The Parties are required to comply Guidelines for Applicants and Final Beneficiaries from the Bilateral Fund within the framework of the EEA and Norway Grants 2014-2021 (Annex I.).
- 1.4 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.

## 2. Article 2 – Entry into force and duration

- 2.1 This Agreement shall become valid by the last signature by the Parties and enters into force on the date of its publication in the registry of contracts according to the paragraph 16.2 of this Agreement. It shall remain in force until the Project Partner has discharged in full its obligations towards the Project Promoter as defined in this Agreement.
- 2.2 The duration of the Project is from 13th July 2020 to 30<sup>st</sup> September 2022.

## 3. Article 3 – Main roles and responsibilities of the Parties

- 3.1 The cooperation between the Parties consists in:

Project Promoter tasks and responsibilities to:

- coordinate the project activities
- organize short-term stays in Brno and in Bergen for close collaboration of the project partners in order to kick-off the pilot study, initiate preparation of publication outcome and project proposals.
- organize workshops in Brno
- actively participate on the workshop in Bergen
- organize and perform the pilot study, sample analysis and data analysis
- prepare the publication and grant applications

Project Promoter contact person:

██  
Department of Pharmacology, Faculty of Medicine  
email ██████████ med.muni.cz

Project Partner tasks and responsibilities to:

- organize short-term stays in Brno and in Bergen for close collaboration of the project partners in order to kick-off the pilot study, initiate preparation of publication outcome and project proposals
- organize workshops in Bergen

- actively participate on the workshop in Brno
- contribute to the design and organization of the pilot study, sample analysis and data analysis
- prepare the publication and grant applications

Project Partner contact person:

[REDACTED]  
[REDACTED] Department of Clinical Science  
email: [REDACTED]@uib.no

- 3.2 The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this Agreement.
- 3.3 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 BFNU – NFP Bilateral Funds and the Project.
- 3.4 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.
- 3.5 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.
- 3.6 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:
  - ensure the correct and timely implementation of the Project's activities;
  - 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;
  - 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;
  - provide the Project Partner with a copy of the Implementation Contract including any subsequent amendments thereof as of their entry into force;
  - 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;
  - prepare and submit in a timely manner to the Programme Operator the Interim Project Report and the Final Project Report in connection with the payment claims, in compliance with the Programme Implementation contract so as to meet the payment deadlines towards the Project Partner as stipulated in this Agreement;
  - ensure that the Project Partner promptly receives all assistance it may require for the performance of its tasks;

- 3.7 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:
- promptly inform the Project Promoter on relevant circumstances that may have an impact on the correctness, timeliness and completeness of its performance;
  - provide the Project Promoter with all information necessary for the preparation of the Interim Project Report and Final Project Report within the deadlines and according to the reporting forms set by the Project Promoter;
  - 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;
  - 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 January 1<sup>st</sup> after the FMC's approval of the final programme report;
  - 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;
  - 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.

#### 4. Article 4 – Project budget and eligibility of expenditures

- 4.1 The budget share of the Project allocated amongst the budget categories is fixed in Annex II.
- 4.2 Expenditures are eligible between July 13th 2020 and December 30th 2022.
- 4.3 The Parties acknowledge that for the Programme BFNU-NFP Bilateral Funds indirect costs are declared not eligible.
- 4.4 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.
- 4.5 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.

#### 5. Article 5 – Financial management and payment arrangements

- 5.1 The budget share of the Project Partner allocated amongst the budget categories is fixed in Annex III – Project Partner's budget.
- 5.2 Payment of the project grant share to the Project Partner shall take the form of direct payment of expenditures on the basis of agreements and invoices.
- 5.3 Expenditures will be provided to the partner retrospectively on the basis of the submitted monitoring report, including the request for payment approved by the Programme Operator within 20 working days after the Project Promoter receives the internal and the final payment from the Programme Operator
- 5.4 All amounts shall be denominated in Czech Crowns (CZK). It is the Project Partner who will bear the exchange rate risk.
- 5.5 The Project Partner's bank account denominated in Norwegian Krone (NOK) is identified as follows:

Name of bank	
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Full address of bank (branch)
Name of account holder
Address of account holder
Account number / IBAN
BIC / Swift codes
Reference



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

## 6. Article 6 – Proof of expenditure and financial reporting

- 6.1 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.
- 6.2 Costs incurred by the Project Partner shall be supported by received invoices or alternatively by accounting documents of equivalent probative value.
- 6.3 The Project Promoter and the Project Partner are obliged to secure the financing of the initiative before submitting the monitoring report from their own resources.
- 6.4 The Project 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.
- 6.5 Reporting periods for interim report is every six months and the final report after completion of the initiative.

RP1: from October 1<sup>st</sup> 2020 to March 31<sup>th</sup> 2021 (deadline for submission is April 30<sup>th</sup> 2021)

RP2: from April 1<sup>st</sup> 2021 to September 30<sup>th</sup> 2021 (deadline for submission is October 30<sup>th</sup> 2021)

RP3: from October 1<sup>st</sup> 2021 to March 31<sup>th</sup> 2022 (deadline for submission is April 30<sup>th</sup> 2022)

RP4 (final): from April 1<sup>st</sup> 2022 to September 30<sup>th</sup> 2022 (deadline for submission is December 30<sup>th</sup> 2022)

## 7. Article 7 – Audits

- 7.1 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.
- 7.2 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.
- 7.3 The Parties will inform each other about planned audits or inspections on the Project and about their results.

## 8. Article 8 – Procurement

- 8.1 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.

- 8.2 The applicable procurement law is the law of the country in which the procurement is being carried out.

## **9. Article 9 - Conflict of interest**

- 9.1 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.
- 9.2 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.

## **10. Article 10 – Ownership and use of the results**

- 10.1 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.
- 10.2 The Parties grant the Programme Operator the following rights to use the results, the visual documentation, the reports and other documents of the project:
- for its own purposes as well as to copy and reproduce in whole or in part and in an unlimited number of copies;
  - 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;
  - 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;
  - distribution: the right to authorise any form of distribution of results or copies of the results to the public;
  - adaptation: the right to modify the results;
  - translation.

## **11. Article 11 – Irregularities**

- 11.1 Irregularities are defined in accordance with Article 12.2 of the Regulation.
- 11.2 In case an irregularity has come to the attention of one Party, that Party shall immediately inform the other Party thereof in writing.
- 11.3 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.

## **12. Article 12 – Suspension of payments and reimbursement**

- 12.1 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.
- 12.2 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.

### **13. Article 13 – Termination**

- 13.1 The Project Promoter may terminate the Agreement if the Project Partner has inadequately discharged or failed to discharge any of the agreed obligations or has not carried out their attributed role in an efficient or satisfactory manner, insofar as this is not due to force majeure, after notification of the Project Partner by registered letter has remained without effect for one month.
- 13.2 The Project partner shall immediately notify the Project Promoter, supplying all relevant information, of any event likely to prejudice the performance of this Agreement.
- 13.3 In the event of a Project Partner terminating their participation in the project, they will receive payment based on the report of activities and the financial report carried out up until the termination date. If the Project Promoter receives payment but terminates their participation in the project without completing their assigned activities under the terms of agreement, they are obligated to reimburse the payment received.

### **14. Article 14 – Amendments**

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

### **15. Article 15 – Settlement of disputes**

- 15.1 The construction, validity and performance of this Agreement shall be governed by the laws of the Czech Republic.
- 15.2 Any dispute relating to the conclusion, validity, interpretation or performance of this Agreement shall be resolved amicably through consultation between the Parties.
- 15.3 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.

### **16. Article 16 – Final provisions**

- 16.1 During the implementation of the project activities and the reporting phase, the Parties are obliged to comply with following regulations:
  - Regulation on the implementation of the European Economic Area (EEA) Financial Mechanism 2014-2021;
  - if not mentioned in this Agreement, the Parties will comply to the project contract provisions between Project Promoter and Programme Operator;
- 16.2 Parties acknowledge that the Project Promoter is an obligated subject under the Act no. 340/2015 Coll. of the Czech Republic, on special conditions for the effectiveness of some contracts, the disclosure of these contracts and the Registry of contracts (Act on the Registry of contracts). Parties declare that they agree that the Agreement and all its amendments will be published by the Project Promoter in the Register of contracts under the conditions of the Act on the Register of contracts.

- 16.3 Parties declare that the confidential parts of the Agreement and its amendments will not be published in the Register of contracts. If Parties will not disclose the Agreement or its parts in the Register of contracts under the Act on the Register of contracts they are pursuing the mutual protection of legitimate interests.
- 16.4 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.
- 16.5 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.

**Annexes:**

- Annex I** Guidelines for Applicants and Final Beneficiaries from the Bilateral Fund within the framework of the EEA and Norway Grants 2014-2021 Project Partner's budget
- Annex II** Grant Application with project budget
- Annex III** Detailed Project Agenda

**For the Project Promoter:**  
**Masaryk University**

prof. MUDr. Martin Bareš, Ph.D.  
*Name of the legal representative*

Rector  
*Position*

*Date and Place*

19-05-2021

Stamp of the institution

**For the Project Partner:**  
**University of Bergen**

PROF. PÅL RASMUS NORDSTAD  
*Name of the legal representative*

Rector  
*Position*

*Date and Place*

14/12/21

Signature

Stamp of the institution