**Partnership Agreement**

**for**

**donor partnership projects**

between

***Statutory city of Jihlava***

Masarykovo náměstí 97/1, 586 01 Jihlava, Czech Republic

*Represented* *by* MgA. Karolína Koubová, mayor

IČO: 00286010

hereinafter referred to as the “Project Promoter”

and

***VESTNORSK FILMSENTER***

Georgernes Verft 12, 5011 Bergen, Norway

*Represented* *by* Stine Tveten, Managing Director

Org. nr: 974332981

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 *Restoration of the Masaryk Square 21 house, Jihlava***

**funded under the *EEA 2014-2021* Financial Mechanism Programme *Culture***

IT IS AGREED AS FOLLOWS:

**Article 1 – Scope and objectives**

1. This Partnership Agreement (hereinafter referred to as the “Agreement”) defines the rights and obligations of the Parties and sets forth the terms and conditions of their cooperation in the implementation of the Project as described and defined in Annex no. 1 Partnership description and project activities (hereinafter referred to as the Annex no. 1).

2. The objective of the Agreement is the implementation of the Project “Restoration of the Masaryk Square 21 house, Jihlava" funded under the EEA Financial Mechanism Programme Culture (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 Financial Mechanism 2014-2021 and this Agreement.

**Article 2 – Main roles and responsibilities of the Parties**

1. The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this Agreement.

2. The Parties shall carry out their respective obligations with efficiency, transparency and diligence. They shall act in good faith in all matters and shall, at all times, act in the interest of the Programme and the Project.

3. The parties shall promptly inform each other on all circumstances that may have a negative impact on the correct and timely implementation of any of the Project’s activities, and of any event that could lead to a temporary or final discontinuation or any other deviation of the Project.

4. The Parties shall make available sufficient and qualified personnel, which shall carry out their work with the highest professional standard. While carrying out the assignment under this Agreement, the personnel and entities engaged by either Party shall comply with the laws of the respective countries.

5. The Parties shall take responsibility for the implementation of their obligations and activities according to this Agreement to ensure that the objective of the Agreement is achieved until final date of the Project implementation.

6. The Parties shall keep each other informed about all matters of importance to overall cooperation and the implementation of the activities to be performed. For this purpose the Project team is set up:

Project supervision - Ing. arch. Martin Laštovička, Deputy Mayor

Contact person of Project Promoter - Zdeněk Ondrák,

e-mail: zdenek.ondrak@jihlava-city.cz

Project administration - Veronika Průchová,

e-mail: veronika.pruchova@jihlava-city.cz

Czech Project Partner - DOC.DREAM services represented by Centrum dokumentárního filmu/Documentary Film Center - Šimon Bauer,

e-mail: simon@c-d-f.cz

Project activities implementation - Brána Jihlavy/Gateway of Jihlava - Jakub Deml, e-mail: reditel@branajihlavy.cz

Project Partner - Vestnorsk Filmsenter - Stine Tveten, e-mail: post@vestnorskfilm.no

For overall communication is set up a contact e-mail MN21@jihlava-city.cz

7. The Project Promoter is obliged to:

1. ensure the correct and timely implementation of the Project’s activities;
2. manage the Project;
3. 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;
4. 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;
5. transfer to the Project Partner’s nominated bank account all payments due by the set deadlines;
6. ensure that the Project Partner promptly receives all assistance it may require for the performance of its tasks;
7. cover expenditures related with Project Partner’s bilateral exchange in the form of purchasing fly tickets and providing accommodation during visits within the Project.

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) cooperate with other Project Partners mentioned above

d) provide additional information related to the Project Partner´s obligations and activities in the Project on the Project Promoter´s request;

e) cooperate on preparation of the Project modifications;

f) 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 CEDR by the Programme Operator[[1]](#footnote-1), at least until 31 December 2030;

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

h) provide cooperation during the Project evaluation.

9. The Project Partner is obliged to notify unsubstantial modifications of the Project to the Project Promoter in time period stated by the Project Promoter.

10. Substantial modifications shall be subject of an agreement concluded by Parties. The Parties are obliged to notify each other substantial modifications in such time period that the Project Promoter can submit modification request in time set up by the Programme Operator. The Project Promoter is allowed to submit substantial modification request to the Programme Operator only with the Project Partner´s prior consent.

11. The 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.

12. The Parties are obliged to preserve outcomes achieved in the Project in accordance with the Legal Act on Fund Allocation.

**Article 3 – Activities of the Project Promoter**

1. The Project Promoter is responsible for overall coordination, management and implementation of the Project in accordance with the regulatory and contractual framework specified herein. It assumes sole responsibility for successful implementation of the Project towards the Programme Operator and Annex no. 1.

**Article 4 – Activities of the Project Partner**

1. The Project Partner is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement and Annex no. 1.

**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. Termination of this Agreement shall enter into force on the day of delivery of this written termination to the other Party.

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 – Amendments**

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

**Article 7 – Severability**

1. If any provision of this Agreement (or part of any provision) is found by any court, tribunal or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

2. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the Parties’ original intent.

**Article 8 – 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:

MN21@jihlava-city.cz

For the Project Partner:

post@vestnorskfilm.no

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 9 – Governing law and settlement of disputes**

1. The construction, validity and performance of this Agreement shall be governed by the laws of the Czech republic.

2. Any dispute relating to the conclusion, validity, interpretation or performance of this Agreement shall be resolved amicably through consultation between the Parties.

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

4. This Agreement was approved by the Jihlava City Council on 6th May 2021 by resolution no. 494/21-RM.

5. The Annex no. 1 is an integral part of this Agreement.

For the Project Promoter For the Project Partner

Signed in Jihlava on 21. 5. 2021 Signed in Bergen on 12. 5. 2021

MgA. Karolína Koubová Stine Tveten

Mayor Managing Director

1. Information system for project administration within the EEA/Norway Financial Mechanism. [↑](#footnote-ref-1)