

Ref. no.: MMR-44394/2021-56

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Task number: for SR 366133/5169/304/56

for FM 366133/5169/305/56

Project: Místo pro všechny (Room for Everyone) – building a co-living space, financed out of the Norwegian Funds (FM EEA/Norway 3)

Project reg. no.: LP-PDP4-001

AGREEMENT FOR WORK

The Czech Republic – Ministry of Regional Development

with a registered office: Staroměstské nám. 6, 110 15 Prague 1

represented by: Ing. Bc. Radmila Outláš, MBA, Director of Project Management Department

ID no.: 66002222

bank account details:

(hereafter “**Client**”)

as the party of the first part

and

Trygg Læring

with a registered office: Sentralen Øvre Slottsgate 3, 0154 Oslo, Kingdom of Norway

Nasjonalt, frivillig organisasjon

represented by: Gunhild Solem

Tax ID no.: 997 517 105

bank account details:

(hereafter “**Contractor**”)

as the party of the second part,

have made and entered into, on the below stated day, month and year, in compliance with Section 2586 et seq. of the Act no. 89/2012 Coll., the Civil Code, as amended (hereafter “**Civil Code**”) and under the conditions stipulated below, this

Agreement for Work:

Article 1

Purpose and Subject of Agreement

1.1. The purpose of the Agreement is to secure the support of implementation of restorative approach methods (in particular restorative circles) to the offer of project days for grammar schools within the frame of realization of the key activity no. 1 We Will Agree.

1.2. The Contractor undertakes to secure at their own expense for the Client educational events for a team of lecturers under this Agreement (at least 16 lecturers) and to provide consultations and methodological support for the creation of educational program for teachers and students on the topic of prevention against high-risk social phenomena via support of conflict resolution cultivation, in particular in the form of restorative approach through development of communication skills (hereafter "Work") and the Client undertakes to take over the Work and pay the price according to art. 2 of this Agreement.

1.3. The objective of securing the preparation of lecturers for the realization of project days and their preparation for the implementation of restorative approaches in the Czech environment. The Contractor already implements these approaches and uses them in their practice in Norway. This practice will be passed on in the course of 2021-2023 via two employees of the Contractor. Restorative circles are a structured method allowing to reinforce social competences of both children and adults with the aim to prevent the occurrence of problems, but also to help with their resolution. Restorative circles are also used as a complement/alternative to penalties for bad behavior, and as such it replaces disciplinary sanctions. Within the frame of the project, we introduce to the offer of project days for teachers and students the familiarization with this method with the aim to support the creation of a safe and inclusive space for education.

1.4. The Work will contain the following parts:

- Online workshop for the team of lecturers in the extent of 5 hours. The online workshop will take place in June 2021.
- Consultations and methodological support in the form of e-mail and online meetings in the overall extent of max. 100 hours. These consultations will take place from June – October 2021.
- Realization of the multi-day workshop for the team of lecturers in CZR October 2021. The realization includes preparation of the workshop as well as the trip itself, realization of the two-day workshop in the extent of 16 hours. The overall extent of realization of this part is 72 hours.
- Consultations and methodological support in the form of e-mail and online meetings in the overall extent of max. 73 hours. These consultations will take place from November 2021 – March 2023.
- Realization of the multi-day workshop for the team of lecturers in CZR in March 2023. The realization includes preparation of the workshop as well as the trip itself, realization of the two-day workshop in the extent of 16 hours. The overall extent of realization of this part is 72 hours.

1.5. Any deviations from the specification of the subject of Work according to article 1.4 may be done by the Contractor only if approved in writing by

the Client. In case the Contractor performs Work and other performance above and beyond this scope, they will not be entitled to compensation thereof.

Article 2

Price of Work and Payment Conditions

2.1. The Client and the Contractor have agreed that the price of the Work amounts to a total of 520,500 CZK (five hundred and twenty thousand and five hundred Czech Crowns), of which VAT in the amount 21% amounts to 109,305 CZK (one hundred and nine thousand, three hundred and five Czech Crowns) and the price excluding VAT amounts to 411,195 (four hundred and eleven thousand, one hundred and ninety five Czech Crowns).

2.2. The maximum and unexceedable sum of financial performance amounts to 520,500 CZK (five hundred and twenty thousand and five hundred Czech Crowns).

- The price for realization of the online workshop for the team of lecturers will not exceed 45,000 CZK.
- The price of consultations and methodological support in the form of e-mail and online meetings in the overall extent of max. 100 hours. will not exceed 150,000 CZK.
- The price for realization of multi-day workshop for the team of lecturers in CZR in October 2021 in the extent of 72 hours will not exceed 108,000 CZK.
- The price of consultations and methodological support in the form of e-mail and online meetings in the overall extent of max. 73 hours will not exceed 109,500 CZK.
- The price for realization of multi-day workshop for the team of lecturers in CZR in the overall extent of 72 hours will not exceed 108,000 CZK.

2.3. The Parties expressly agree that this is not a so called budget based price without guarantee of its completeness, or a non-binding budget in the sense of Section 2622 (1) of the Civil Code, and the amount of the price is not affected by any costs or fees, which the Contractor is obliged to pay based on this Agreement or the applicable legislation.

2.4. In case the statutory value added tax rate stipulated by the Act on Value Added Tax increases or decreases in time the Work is completed, the Contractor will charge the tax to the price of performance according to the current version of the Act in force.

2.5. The agreed price includes all costs of the contractor necessary to perform the work, as well as all associated costs. The agreed price may be changed only by written agreement between the Client and the Contractor.

2.6. In case a necessity to perform the Work in another way arises in the course of its performance through no fault of the Contractor and thus a possible increase of costs and increase of the contract price arises, the Contractor may perform such work only with a written consent of the Client. The only exception is work necessary to prevent immediate damage to the performed Work. However, the Contractor will be obliged to prove that the impending damage did not arise as a result of faulty performance of the Work, but solely as a result of

facts and events that the Contractor could not foresee while exercising all expert care.

2.7. The Client will pay the price of the Work based on invoices issued by the Contractor to the Contractor's bank account stated in the heading of the Agreement. The invoice heading will state the number of this Agreement (CES). The invoice must comply with the requisites for a tax/accounting document.

The invoice is due 30 days after delivery to the Client.

Furthermore the invoice must contain the information that the invoiced services were provided within the project Místo pro všechny(Room for Everyone) – building a co-living space, financed out of the Norwegian Funds (FM EEA/Norway 3). The acceptance protocol signed by both Parties in compliance with art. 3 must be attached to the invoice.

2.8. In case the invoice does not contain the requisites stipulated by the law and this Agreement, the Client will be entitled to return it before the due date and the Contractor will be obliged to issue a new invoice with a new due date. In such case the Client will not be in default with payment of the invoice.

2.9. The last invoice in the relevant year must be submitted for payment on or before 15. 12. 202X, this date included. In case the invoice is submitted for payment after this date, it will be paid in the following year.

2.10. The payment is deemed completed on the day the sum is deducted from the Client's account for the benefit of the Contractor's account.

Article 3 **Time, Location and Form of the Performed Work** **Acceptance Procedure**

3.1. The Contractor undertakes to perform the individual portions of the Work according to the specification in article 1.4.

- The online workshop for the team of lecturers in the extent of 5 hours before the end of June 2021. The outcome will be attendance sheets (display printscreen) and presentations.
- Consultations and methodological support in the form of e-mail and online meetings in the overall extent of max. 100 hours before the end of October 2021. It will be documented by attendance sheets (display printscreen during online meetings), minutes of the consultations, correspondence records.
- Organization of a multi-day workshop in CZR before the end of October 2021. The outcome will be workshop attendance sheets, photographs, presentations, methodologically processed set of activities used in the workshop.
- Consultation and provision of methodological support in the form of e-mail and online meetings in the overall extent of max. 73 hours before the end of March 2023. It will be documented by display printscreens during online meetings, activities used within the methodology set, which forms an outcome of the Project.
- Realization of a multi-day workshop in CZR before the end of March 2023. It will be

documented by workshop attendance sheets, photographs, presentations, methodologically processed set of activities used in the workshop.

3.2. The place of performance is the Czech Republic.

3.3. The Contractor undertakes to hand over the individual parts of the Work on or before 30. 5. 2023 (presentations from the education event, methodics, printscreens, information e-mails regarding the status of Agreement performance etc. in English) to the Client in electronic form by e-mail to the contact person stated in art.

3.4. Performance of the Work according to this Agreement is subject to acceptance procedure. The Client undertakes to comment on the results of the Contractor's performance within 10 days after handover of the Work by the Contractor. The outcome of acceptance procedure will be one of the following conclusions:

The performance is accepted without reservations – within the acceptance procedure it was found that the provided performance is functional and fully corresponds to the specification according to art. 1 of this Agreement and the purpose, for which it was ordered by the Client and performed by the Contractor.

The performance is accepted with reservations – within the acceptance procedure it was found that the provided performance is functional, however, it does not fully correspond to the specification according to art. 1 of this Agreement and the purpose, for which it was ordered by the Client and performed by the Contractor. The found defects will be noted in the acceptance protocol.

The performance is not accepted and is returned to be re-done – within the acceptance procedure it was found that the provided performance does not correspond to the specification according to art. 1 of this Agreement and the purpose, for which it was ordered by the Client and performed by the Contractor. The found defects will be noted in the acceptance protocol.

3.5. In case the outcome of acceptance procedure was acceptance without reservations, the performance is deemed to be provided duly and flawlessly.

3.6. In case the outcome of the acceptance procedure is acceptance with reservations, the performance is not deemed to be provided duly and flawlessly and the Contractor undertakes to rectify defects of the performance noted in the acceptance protocol no later than 5 business days after the Work is returned to be re-done. In such case the Contractor becomes entitled to invoice the price corresponding to the portion of performance, which the Client deems duly and flawlessly provided. The Contractor will be entitled to invoice the remaining portion of the price only after rectifying all defects noted in the acceptance protocol. In case of failure to keep the deadline for rectification of defects, the sanction terms applicable to default will apply.

3.7. In case the outcome of acceptance proceedings in non-acceptance and return of the Work to be re-done, the performance is not considered to be provided duly and flawlessly and the Contractor undertakes to rectify the defects noted in the acceptance protocol no later than 10

business days after the Work is returned to be re-done. In such case the Contractor is in default as of the day the Work is returned and sanction terms applicable to default will apply. Failure to keep the additional deadline for rectification of defects will be considered a material breach of the Agreement.

Article 4 **Rights and Obligations of the Parties**

4.1. The Client undertakes to cooperate with the Contractor in the extent necessary to perform the subject of Agreement and to provide the Contractor data necessary to perform the subject of Agreement. The Contractor undertakes to use such obtained data to perform the subject of Agreement and to follow the Client's instructions during the whole time of performing the Agreement.

4.2. The Contractor undertakes to attend the introduction meeting with the Client held in the MS Teams environment, on which the Parties will discuss in detail the subject and conditions of performing the Agreement, timetable of performing the subject of Agreement, or as the case may be, hand over documents necessary to perform the Agreement.

4.3. Furthermore, the Contractor undertakes to attend the final meeting held before the term of the Agreement expires, where the Contractor will present the final outcome of performance and reflections from the course of the project.

4.4. Additional meetings held in order to assess and evaluate the existing status of performing the subject of Agreement, to discuss further procedure of performing the subject of Agreement, or as the case may be, to provide additional information or documents necessary for due performance of the Agreement, will take place depending on the course of performing the order according to the Client's needs.

4.5. The Contractor will draw up records of each meeting held according to art. 4.2 through 4.4. The contents of the minutes will be summary of the subject of the meeting, and in particular specification of further procedure of performing the Agreement and timetable. The minutes will be approved by both Parties. Furthermore, the Contractor undertakes to hand over to the Client 1x per month information on the course of performance of the Agreement via e-mail.

4.6. The Contractor undertakes to maintain confidentiality of all matters they learn from the Client in relation to performing the Agreement (execution of the Work) in the course of performing the Agreement (execution of the subject of Work) as well as after its conclusion.

4.7. The Contractor undertakes not to publish confidential information, not to provide or otherwise make it accessible or directly or indirectly disclose it to any third party, unless there are legal grounds therefor, and not to use it contrary to its purpose for their own needs.

4.8. The Contractor is responsible for ensuring that their staff, other persons authorized by them or their possible external associates will maintain this confidentiality; confidential

information may be provided to such persons only in the extent necessary to perform this Agreement and the Contractor must bind these persons to the obligation to protect the confidential information at least in the same extent, in which this obligation applies to the Contractor under this Agreement.

4.9. According to Section 2 (e) of the Act no. 320/2001 Coll., on Financial Audit in Public Administration and on the amendment of certain other acts (Financial Audit Act), as amended (hereafter "FAA"), the Contractor is a person obliged to cooperate in the course of a financial audit performed in relation to payment for goods or services out of public resources or public financial support, i.e. the Contractor will be obliged according to Section 13 of FAA to provide requested information and documents to audit authorities (the Governing Body of the Operation Program Technical Assistance of the Ministry of Regional Development of the CZR, the Ministry of Finance of the CZR, the European Commission, The European Court of Auditors, the European Anti-Fraud Office, the Supreme Audit Office, the competent revenue authority and other competent authorities) and to create conditions for the audit authorities to perform the audit concerning the performance of the Agreement and to provide them their cooperation.

4.10. The Contractor will be obliged to keep originals of all documents associated with performance of the Agreement for the period stipulated by the applicable legislation regulating the area of public tenders, however, no less than 10 years after financial conclusion of the project stated in the heading of this Agreement, i.e. at least until 2032. In this period the Contractor will be obliged to allow the persons authorized to perform the project audit to also review the documents associated with performance of the Agreement.

4.11. In case the data, to which the Contractor gains access in relation to performing this Agreement, has the nature of personal data in the sense of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), CELEX: 32016R0679, the Contractor will be obliged to adopt all measures necessary to prevent unauthorized or accidental access to his personal data, its modification, destruction or loss, unauthorized transfer or other misuse, and to secure handling of personal data in compliance with the Regulation and the applicable legislation on personal data protection.

4.12. The Contractor undertakes to secure the mandatory publicity in compliance with the Norwegian Funds rules according to the Client's instructions and to use logos of these funds on all outcome materials (<https://www.eeagrants.cz/cs/zakladni-informace/propagace/materialy-ke-stazeni>)

4.13. The Contractor declares that no insolvency proceedings are pending against them and no insolvency petition against them was rejected on the grounds that the Contractor's assets are not sufficient to cover the costs of insolvency proceedings, they are not undergoing liquidation and they have no tax arrears in the tax records. Furthermore the Contractor declares that they have no persons in their governing bodies that were finally and effectively convicted in the past three years of an economic criminal offense, criminal offense against property, or a criminal offense, elements of which are associated with the subject of the Contractor's business.

Article 5 Contractual Penalties

5.1. A Party is in default with performing their obligations arising to them from this Agreement or from the applicable legislation, if they fail to discharge it duly and in time.

5.2. In case the Contractor comes to default with the date of completion of the Work, they will pay to the Client a contractual penalty in the amount of 0.05 % of the price of the Work per each commenced day of default.

5.3. In case the Client comes to default with payment of the Contractor's invoice, they will pay to the Contractor a contractual penalty in the amount of 0.05 % of the invoiced sum per each day of default.

5.4. The Contractor will be obliged to pay to the Client a contractual penalty for breaching the obligation of confidentiality specified herein in the amount of 10,000 CZK per each individual case of breaching this obligation (the amount of the contractual penalty is in the competence of the budget line administrator who concludes the Agreement).

5.5. Payment of the contractual penalty is without prejudice to the right of the respective Party to compensation of damage caused by breach of the contractual obligation concerned by the contractual penalty.

5.6. The contractual penalty is due in 10 days after the written call of one Party in this respect is delivered to the other Party.

5.7. The Client is entitled to set off the claim for contractual penalty, to which they become entitled, against the price of the Work.

Article 6 Authorized Persons

6.1. Based on this Agreement the following persons are entitled to issue binding instructions to the Contractor on behalf of the Client: [REDACTED]

6.2. Replacement of the above referred persons must be done on the basis of a written notice sent to the other Party.

6.3. The above referred provisions are without prejudice to the right of the governing or another body to act on behalf of the legal entity.

Article 7

Termination of Agreement

7.1. Each Party is entitled to withdraw from this Agreement, if the other Party commits material breach of the Agreement. Withdrawal from the Agreement is done by written notice of withdrawal delivered to the other Party.

7.2 The Parties have agreed that they consider material breach of the Agreement in particular as failure to comply with the agreed subject of performance and failure to keep the term of performance.

7.3. Withdrawal from the Agreement is effective for the future as of the day the written notice of withdrawal is delivered to the other Party, however, no later than 10 days after it is delivered to the other Party.

7.4. If it becomes apparent in the course of performing the Agreement that the Contractor is going to commit material breach of their obligations arising from this Agreement, the Client will be entitled to withdraw from this Agreement.

7.5. The Parties have agreed that the Client will be entitled to withdraw from the Agreement without any sanctions, if the sum necessary to pay for the performance provided under the Agreement in the following year is not approved from the state budget for the following year. The Client declares that within 30 days after the Act on the State Budget is published in the Collection of Laws they will notify the other Party, whether the sum necessary to pay for the performance provided under the Agreement in the following year was approved from the state budget for the following year.

7.6. The Client may also withdraw from the Agreement under the conditions stipulated by the Civil Code.

Article 8 Final Provisions

8.1 This Agreement comes becomes valid as of the day it is signed by both Parties and it comes to full force and effect as of the day it is published in the Register of Contracts. The Parties have agreed that in compliance with the Act no. 340/2015 Coll., on Special Conditions for Effects of Certain Contracts, Publishing of such Contracts and on the Register of Contracts (Act on Register of Contracts), that the Agreement will be published in the Register of Contracts by the Client.

8.2. Any changes to this Agreement may only be made in the form of written amendments approved by both Parties.

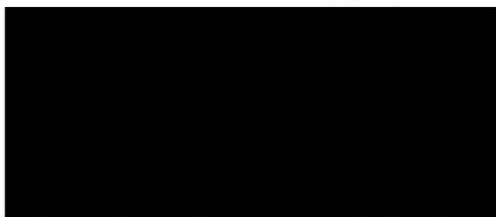
8.3. This Agreement was made in three counterparts valid as the original, of which the Client will receive two counterparts and the Contractor one.

8.4. According to Section 2 (e) of the Act no. 320/2001 Coll., on Financial Audit in Public Administration and on the amendment of certain other Acts, as amended (Financial Audit Act), the Contractor is a person obliged to cooperate in the course of a financial audit performed in relation to payment for goods or services out of public resources.

8.5. The Parties have agreed that the Ministry is entitled to withdraw from this Agreement without any sanctions, if the sum necessary to pay for the performance provided under the Agreement in the following year is not approved from the state budget for the following year. The Ministry declares that within 30 days after the Act on the State Budget is published in the Collection of Laws they will notify the other Party, whether the sum necessary to pay for the performance provided under this Agreement in the following year was approved from the state budget for the following year

8.6. The Parties declare that they are familiar with the whole contents of the Agreement and that they enter into this Agreement based on their free and solemn will. In witness whereof they attach their signatures.

In Oslo on June 15 2021



The Czech Republic – Ministry of Regional Development
Ing. Bc. Radmila Outl, MBA
Director of Project Management Department



Contractor

Trygg Lring
Gunhild Solem
Chairman