

**Partnership Agreement
for
donor partnership projects**

between

ZO ČSOP Vlašim

Pláteníkova 264, 258 01 Vlašim, IČ: 185 95 677

Ing. Karel Kříž

hereinafter referred to as the “Project Promoter”

and

Institute of Botany of the Czech Academy of Sciences

Zámek 1, 252 43 Průhonice, IČO 67985939

Doc. Ing. Jan Wild, Ph.D.

hereinafter referred to as the “Project Partner 1”

and

University of Oslo, Natural History Museum

Postboks 1172, Blindern

0318 Oslo

hereinafter referred to as the “Project Partner 2”

hereinafter referred to individually as a “Party” and collectively as the “Parties”

**for the implementation of the Project “*Support for endangered
serpentine species and Peri-Alpidic serpentine pine forests in the Borovsko
region*”
funded under the *EEA/Norwegian Financial Mechanism Programme Call
SGS-1 Rondane***

PREAMBLE:

The proposed project focuses on the restoration of Peri - Alpidic pine forest and other suitable habitats for endangered serpentine species and thus connecting particular segments of NNM by creating steppingstones to spread these species, including the *M. smejkalii* to other suitable sites.

During the project a methodology for the restoration and management of Peri-Alpidic pine forest using best practices will be developed. The methodology will be intended primarily for owners and farmers.

The main aims:

- 1) Improvement of habitat conditions for establishment of serpentine species from the Red List of Threatened Species including endemic *Minuartia smejkalii*
- 2) Improvement of quality and restoration of Peri-Alpidic pine forest
- 3) Raising of public awareness and propagation of serpentine sites in Borovsko region with stress on long-term sustainability
- 4) Preparation of Methodology of Pine forests management

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 Annexes:

Annex 1 “*Project description*”

Annex 2 “*Work Plan*”

Annex 3 “*Budget*”

Annex 4 “Reporting and payments”

Annex 5 “Contact persons”

Annex 6 Terms of Reference of the Call Call SGS-1 Rondane, hereinafter referred to as the “*ToR*”.

2. The Parties shall act in accordance with the legal framework of the EEA/Norwegian Financial Mechanism 2014-2021, namely with the Regulation on the implementation of the [EEA/Norwegian] 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.

3. 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.

Article 2 – Entry into force and duration

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 1 has discharged in full its obligations towards the Project Promoter as defined in this Agreement.

Article 3 – 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, as described and defined in the Annex 1 “*Project description*”

Annex 2 “*Work Plan*”

Annex 3 “*Budget*”

Annex 4 “*Reporting and payments*”

Annex 5 “*Contact persons*”

Annex 6 Terms of Reference of the Call Call SGS-1 Rondane, hereinafter referred to as the “*ToR*”.

2. The Parties shall carry out their respective obligations with efficiency, transparency and diligence. The obligation and financial rules follow and must be in line with the Annex 6, Terms of Reference of the Call Call SGS-1 Rondane, hereinafter referred to as the “*ToR*”.

3. The Parties 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 and the Project.

3. 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.

4. 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.

5. Each Party shall appoint a Project and Financial Manager who shall have operational responsibility for the implementation of the Project as well as serve as contact point for all exchanges of communication, documentation and materials between the Parties. Contacts are attached in the Annex 5 “*Contact persons*”.

Article 4 – Obligations of the Project Promoter

1. 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.

2. The Project Promoter undertakes to, *inter alia*:

- (a) ensure the correct and timely implementation of the Project's activities;
- (b) promptly inform the Project Partner 1 and the Project Partner 2 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;
- (c) provide the Project Partner 1 and the Project Partner 2 with access to all available documents, data, and information in its possession that may be necessary or useful for the Project Partner 1 and the Project Partner 2 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 1 and the Project Partner 2;
- (d) provide the Project Partner 1 and the Project Partner 2 with a copy of the signed Project Contract, including any subsequent amendments thereof as of their entry into force;
- (e) consult the Project Partner 1 and the Project Partner 2 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 1 and the Project Partner's 2 role, rights and obligations hereunder;
- (f) prepare and submit in a timely manner to the Programme Operator (see the Annex 4 "*Reporting and payments*") in connection with the payment claims, in compliance with the Programme Agreement and the Project Contract so as to meet the payment deadlines towards the Project Partner 1 as stipulated in this Agreement;
- (g) transfer to the Project Partner's 1 nominated bank account all payments due by the set deadlines (see the Annex 4 "*Reporting and payments*");
- (h) ensure that the Project Partner 1 and the Project Partner 2 promptly receives all assistance it may require for the performance of its tasks;

Article 5 – Obligations of the Project Partners

I. Project partner 1

1. The Project Partner 1 is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement and the Annex 1 "*Project description*", Annex 2 "*Work Plan*" and Annex 3 "*Budget*".

2. In addition to the above obligations, the Project Partner 1 shall:

1. promptly inform the Project Promoter on relevant circumstances that may have an impact on the correctness, timeliness and completeness of its performance;
2. provide the Project Promoter with all information necessary for the preparation of within the deadlines and according to the reporting forms set by the Project Promoter (see Annex 4 "*Reporting and payments*");
3. 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;
4. 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 [FMC/NMFA]'s approval of the final programme report, at least until 31. 12. 2030;
5. 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 Norwegian Financial Mechanism any document or information necessary to assist with the evaluation;

6. 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;
7. disseminate the project and inform the public using tools for publicity in line with the Communication plan of the project in line with the Annex 4, "ToR", part 2.3.1, D).

II. Project partner 2

1. The Project Partner 2 is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement and the Annex 1 "Project description" and Annex 2 "Work Plan" and participation on preparation of scientific articles and project consultation.

Article 6 – Project budget and eligibility of expenditures

1. The detailed total Project budget, the budget share of each Party as well as the allocation of the budget, amongst the activities to be performed by each Party is fixed in Annex 3 "Budget"
2. Expenditures incurred by all parties must be in line with the general rules on eligibility of expenditure contained in the Regulation, specifically Chapter 8 where the Article 8.2 contains certain general principles on eligible expenditures and Article 8.3 contains the main categories of eligible direct expenditures.
3. In addition, the expenditure incurred by all parties must be in line with the Annex 6 "ToR", part 2.3 Eligible expenditure. Programme Agreement concluded between the Donor State(s) and the National Focal Point may allow for additional expenditures to be eligible, or impose further limitations on eligibility of expenditures.
4. Indirect costs shall be claimed by the application of the following method flat rate: Institute of Botany – 30.000,- CZK in line with the Article 8.5 of the Regulation and with the Annex 6 "ToR". ČSOP will not claim indirect costs.
5. Indirect costs are all eligible costs that cannot be identified by the Project Promoter and/or the Project Partner 1 as being directly attributed to the project but which can be identified and justified by its accounting system as being incurred in direct relationship with the eligible direct costs attributed to the project.
6. Indirect costs may not include any eligible direct costs.
7. Indirect costs of the project shall represent a fair apportionment of the overall overheads of the Project Promoter or the project partner 1 in line with the Annex 3 "Budget".

Article 7 – Financial management and payment arrangements

1. Payment of the project grant share to the Project Partner 1 shall take the form of reimbursement of incurred expenditure (interim payments) and payment of the final balance.
4. Interim payments shall be paid based on the base of claim expenditure from the Project Promoter following the Annex 4 "Reporting and payments". Payment claims shall be submitted to the Project Promoter with frequency and deadlines, along with a confirmation from responsible person that the claimed expenditures are in accordance with the principles and rules set forth in this Agreement

5. Interim payments to the Project Partner 1 shall, subject to Article be paid in line with the Annex 4 “*Reporting and payments*”.
6. Payment of the final balance shall be made in line with the Annex 4 “*Reporting and payments*”.
7. All amounts shall be denominated in CZK.
8. Payments to the Project Partner 1 shall be made to the Project Partner’s 1 bank account denominated identified as in the Annex 4 “*Reporting and payments*”.
9. Payments shall be deemed to have been made on the date on which the Project Promoter’s account is debited.

Article 8 – Proof of expenditure

1. Costs incurred by the Project Partner 1 shall be supported by receipted invoices or alternatively by accounting documents of equivalent probative value.
2. Proof of expenditure shall be provided by the Project Partner 1 to the Project Promoter to the extent necessary for the Project Promoter to comply with its obligations to the Programme Operator.
3. Costs incurred by a Project Promoter or Partner 1 shall be supported by receipted invoices, or alternatively by accounting documents of equivalent probative value (Article 8.12.1 of the Regulation), it means e.g., copy of the receipted invoices, payroll extracts, etc).
4. The Partner can make available the original accounting documents (the proof of expenditure) when required to do so, e.g. in case of a monitoring visit or an audit.
5. Indirect costs claimed do not need to be supported by accounting documents.

Article 9 – Progress and financial reports

1. Progress is monitored by the Project Promoter on regular meetings.
2. Financial report are ruled by the Annex 4 “*Reporting and payments*”.

Article 10 – Audits

Audits to be carried out in line with Chapter 11 of the Regulation.

Article 11 – Procurement

1. National and EU law on public procurement shall be complied with by the Parties at any level in the implementation of the Project.
2. The applicable procurement law is the law of the country in which the procurement is being carried out.
3. Public procurement in the project shall be in line with the Regulation, Article 8.15 and with the Annex 6 “*ToR*”, part 6.1.

Article 12 - Conflict of interest

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.

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.

Article 13 - Confidentiality

There is no need for confidentiality, the results will be published after the agreement of Project Partner 1.

Article 14 - Intellectual property rights

The project results will be published in cooperation of both Czech partners. The proper rights for popularizing outputs will be divided to half for ČSOP Vlašim and half for Institute of Botany. The education program will be fully owned by ČSOP Vlašim, the proper rights for scientific publication will be divided to Institute of Botany and University of Oslo.

Article 15 –Liability

Provisions on liability follows the Annex 1. Each partner organization will assign responsible person for coordination of project actions and for financial management. These persons are specified in Annex 5.

Article 16 – Irregularities

1. Irregularities are defined in accordance with Article 12.2 of the Regulation.
2. In case an irregularity has come to the attention of one Party, the Party shall immediately inform the other Party thereof in writing.
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 1 shall, in such cases, return the recovered funds through the Project Promoter.

Article 17 – Suspension of payments and reimbursement

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 1 shall take such measures as are necessary to comply with the decision.
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 1.

Article 18 – Termination

1. Termination for convenience by either Party.

In the case that the Project Partner 1 or Project Partner 2 will strongly break the rules specified in the Partnership Agreement, the Project Promoter send the reprehension to make a seek redress. If the Project Partner 1 or Project Partner 2 will still continue with breaking of agreement, the Project Promoter should terminated the partnership Agreement by official letter to the director of Institute of Botany.

2. Either Party may terminate this Agreement in the event of a repeated breach by the other Party of its obligations specified in the Partnership agreement.
3. Furthermore, in case of termination of the Project Contract for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.

Article 19 - Assignment

1. Neither Party shall have the right to transfer their rights and obligations under this Agreement without the prior consent of the other Party.
2. The Parties acknowledge that all assignment of rights and obligations under this Agreement is dependent upon the Programme Operator's prior consent in accordance with the provisions of the Project Contract.

Article 20 – Amendments

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

Article 21 – 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 22 – Notices and language

1. All notices and other communications between the Parties shall be made in writing and be sent to the following addresses: see Annex 5 “Contact persons”.
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 23 – 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.

This Agreement has been prepared in three originals, of which each Party has received one. If this Agreement is concluded by electronic means, it is made in one original.

Signature page:

For the Project Promoter

for the Project Partner 1

for the Project Partner 2

Ing. Karel Kříž

Doc. Ing. Jan Wild, Ph.D.

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