

**Partnership Agreement**  
**for**  
**the implementation of the Project *Capacity Building in Mathematics and Statistics Learning Support in Norway and the Czech Republic (MSLS Net)***  
**Application number *EHP-CZ-ICP-3-009***  
**funded under the European Economic Area (EEA) Financial Mechanism**  
**2014-2021**  
**CZ-EDUCATION**

between

**Vysoké učení technické v Brně**  
**Brno University of Technology**

Antonínská 548/1, 60200 Brno

Czech Republic

Registration number: 00216305

VAT number: CZ00216305

Organisation classification: Other public organisation

Represented by: Petr Štěpánek

Position: Rector

hereinafter referred to as the “Project Promoter”

and

**Univerzita Tomáše Bati ve Zlíně**  
**Tomas Bata University in Zlín**

nám. T. G. Masaryka 5555, 76001 Zlín

Czech Republic

Registration number: 70883521

VAT number: CZ70883521

Organisation classification: Other public organisation

Represented by: Vladimír Sedlařík

Position: 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:

**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 Capacity Building in Mathematics and Statistics Learning Support in Norway and the Czech Republic (MSLS Net), application number EHP-CZ-ICP-3-009 funded under the EEA Financial Mechanism 2014-2021, CZ-EDUCATION (hereinafter referred to as the “Project”).
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.
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 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 cooperation between the Parties will consist in:

<b>Project Promoter tasks and responsibilities</b>
Project Promoter will be responsible for: <ul style="list-style-type: none"><li>• coordination of all project activities,</li><li>• financial and risk management of the project,</li><li>• completing all monitoring reports,</li><li>• collection of data and documents for the monitoring reports,</li><li>• other issues as described in the attached project application.</li></ul>
<b>Contact person (name and contacts details)</b>

<b>Project Partner tasks and responsibilities</b>
Project Partner will be responsible for: <ul style="list-style-type: none"><li>• organization of one of the peer learning events and one of the promotional events (multiplier event),</li><li>• participation in all peer learning events,</li><li>• development of Handbook on good practices and/or training materials based on what has been learned at the peer learning events,</li></ul>

- other issues as described in the attached project application and work programme.

**Contact person (name and contacts details)**

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

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 Project and the Programme Education (hereinafter referred to as the “Programme”) established in the Programme Agreement (hereinafter referred to as the “Programme Agreement”) between The Financial Mechanism Committee (hereinafter referred to as “FMC”) established by Iceland, Liechtenstein and Norway (hereinafter referred to as the “Donor State(s)”) and The International Relations Department (hereinafter referred to as the “National Focal Point”), representing Czech Republic (hereinafter referred to as the “Beneficiary State”). <https://eeagrants.org/resources/czech-republic-education-2014-2021-programme-agreement>

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. 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.

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 Czech National Agency for International Education and Research (hereinafter referred to as the “Programme Operator”). 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 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 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;
- (d) provide the Project Partner with a copy of the Project Contract between the Project Promoter and the Programme Operator (hereinafter referred to as the “Project Contract”) signed before the start of the Project, including any subsequent amendments thereof as of their entry into force;
- (e) 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;
- (f) prepare and submit in a timely manner to the Programme Operator the Interim Project Report (if relevant) and the Final Project Report 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 as stipulated in this Agreement;
- (g) transfer to the Project Partner’s nominated bank account all payments due by the set deadlines;
- (h) ensure that the Project Partner promptly receives all assistance it may require for the performance of its tasks.

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:

- (a) promptly inform the Project Promoter on relevant circumstances that may have an impact on the correctness, timeliness and completeness of its performance;
- (b) provide the Project Promoter with all information necessary for the preparation of the Interim Project Report (if relevant) and Final Project Report within the deadlines and according to the reporting forms set by the Project Promoter;
- (c) 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;
- (d) 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’s approval of the final programme report;
- (e) 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;
- (f) effectively participate in promoting the objectives, activities and results of the Financial Mechanism as well as the Donor State(s)’s contribution to reducing economic and social disparities in the European Economic Area as described in Article 1.2 of the Regulation.

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

1. The budget share of the Project Partner allocated amongst the budget categories is fixed in Annex I – Project partner’s budget. The applicable rates relevant for the Project Partner are specified in Annex II – Applicable rates.

2. Both Parties acknowledge that for the Programme Education indirect costs are declared not eligible.

3. 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. 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.

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

1. Payment of the project grant share to the Project Partner shall take the form of two advance payments and one payment of the final balance.

2. The first advance payment shall be made to Project Partner amounting to CZK 230 193, corresponding to 40 % of the Project Partner's budget as set up in the Annex I.

The payment will be made after crediting the first advance payment from the Programme Operator to the Project Promoter's bank account without any unnecessary delay. The payment must be credited to the Project Partner's bank account within fiscal year 2021.

3. The second advance payment shall be made to Project Partner after the approval of the interim report by the Programme Operator amounting to CZK 230 193, corresponding to 40 % of the Project Partner's budget as set up in the Annex I., provided that at least 70% of the first advance payment (that is, CZK 161 135) has been approved as eligible expenditures in the interim report.

The payment will be made after crediting the second advance payment from the Programme Operator to the Project Promoter's bank account without any unnecessary delay. The payment must be credited to the Project Partner's bank account within fiscal year 2022.

4. Payment of the final balance shall be made to Project Partner after the approval of the final project report by the Programme Operator. The amount of the payment may be up to CZK 115 098, corresponding to 20 % of the Project Partner's budget as set up in the Annex I., based on the total amount of eligible expenditures of the Project Partner in the approved final report.

The payment will be made after crediting of the final payment from the Programme Operator to the Projects Promoter's bank account without any unnecessary delay. The payment must be credited to the Project Partner's bank account within fiscal year 2023.

5. All amounts shall be denominated in CZK. The currency exchange rules for such expenditure and its reimbursement follow the combination of the conversion rate used in the Call for proposal (for exchanges between CZK and EUR, 26 CZK/EUR) and the exchange rate of the Czech National Bank (ČNB) at the day of expenditure (for exchanges between other currency pairs).

6. The Project Partner's bank account denominated in CZK is identified as follows:

Name of bank	██████████
Full address of bank (branch)	████████████████████
Name of account holder	██████████████████████████████
Address of account holder	████████████████████

Account number / IBAN	[REDACTED]
BIC / Swift codes	[REDACTED]
Variable symbol	[REDACTED]

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

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

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.

2. Costs incurred by the Project Partner shall be supported by receipted invoices or alternatively by accounting documents of equivalent probative value / an audit report, which must be certified by an independent auditor according to the provisions of Article 8.12 of the Regulation. Where the project grant takes the form of a lump sum or standard scales of unit costs, proof of expenditure is limited to proof of the relevant units. It is considered sufficient that the Project 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.

3. The 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.

4. The documents that may be required for the interim or final report include but are not limited to: confirmation of participation in the peer-learning activity (Certificate of Attendance), programme of the dissemination event organised by the Project Partner, (signed) list of participants in the dissemination event, (signed) time sheets to prove work of a person for the production of the intellectual output, proof of employment relationship between the person and the Project Partner.

### **Article 7 – Audits**

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.

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.

### **Article 8 – Procurement**

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.

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

## **Article 9 - 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 10 – Ownership and use of the results**

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.

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:

- a) for its own purposes as well as to copy and reproduce in whole or in part and in an unlimited number of copies;
- b) 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;
- c) 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;
- d) distribution: the right to authorise any form of distribution of results or copies of the results to the public;
- e) adaptation: the right to modify the results;
- f) translation.

## **Article 11 – 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, that 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 shall, in such cases, return the recovered funds through the Project Promoter.

## **Article 12 – 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 shall take such measures as are necessary to comply with the decision, according to the provisions of Article 13 of the Regulation.
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.

## **Article 13 – Termination**

1. In case of termination of the project contract for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.
2. The Agreement can be terminated for any reason by sending an official email from one Party's official representative's email address to the other Party's official representative's email address no later than one month before the termination date. The other Party can object to the termination within 7 calendar days from receiving the official email. In any case, the Programme Operator will be informed immediately, and the situation will be handled in collaboration with the Programme Operator.
3. Termination of the Agreement shall not affect any rights or obligations of the Project Promoter and the Project Partner incurred prior to the date of the termination. That includes the obligation to provide outputs and documents related to the Project for the period of partnership.

No Party shall be responsible to the other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a will full act or by a breach of confidentiality.

The Parties liability shall be limited to the Project Partner's budget as defined in the Annex I, provided such damage was not caused by a will full act or by a breach of confidentiality.

## **Article 14 – Amendments**

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

## **Article 15 – 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. 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.

## **Article 16 – Final provisions**

1. During the implementation of the project activities and the reporting phase, the Parties are obliged to comply with following regulations:

- (a) Regulation on the implementation of the European Economic Area (EEA) Financial Mechanism 2014-2021;
- (b) if not mentioned in this Agreement, the Parties will comply to the project contract provisions between Project Promoter and Programme Operator.

2. 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.

3. 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.

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.

5. This Agreement shall be signed by both Parties digitally. Alternatively, it shall be prepared and signed by both Parties in two originals, of which each Party has received one. In any case, an electronic copy shall be provided to the Programme Operator.

For the <b>Project Promoter</b>	For the <b>Project Partner</b>
.....	.....
Brno University of Technology	Tomas Bata University in Zlín
Signed in: Brno	Signed in: Zlín
Date:	Date:
Name: Petr Štěpánek	Name: Vladimír Sedlařík
Function: Rector	Function: Rector
Stamp of the Project Promoter (if applicable)	Stamp of the Project Partner (if applicable)