

# **Partnership Agreement for donor partnership projects**

between

## **Charles University**

Ovocný trh 560/5, 116 36 Prague 1, Czech Republic, ID number: 00216208, concerning  
the Part: First Faculty of Medicine, Kateřinská 32, 121 08 Prague 2, Czech Republic  
Represented by dean prof. MUDr. Martin Vokurka, CSc.  
hereinafter referred to as the "Project Promoter"

and

## **UiT - the Arctic University of Norway - RKB Nord**

Address: PO Box 6050 Langnes, N-9037 Tromsø, Norway

Tax ID number: 970 422 528

Represented by: Professor Monica Martinussen, Head of Department  
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 "**Child Talks+ – preventive intervention for  
children of parents with mental health problems**"

funded under the EEA Norway Grants 2014-2021 Financial Mechanism  
Programme Health

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 (hereinafter referred to as the Annex 1: List of Activities, Annex 2: Work Plan (contains the current estimation of the project schedule) , Annex 3: Overall Budget. The schedule (Annex 2) will be changing during the project to reflect progress in project implementation. Also, the changes might be caused by the epidemiological situation.
2. The objective of the Agreement is the implementation of the Project “Child Talks+ – preventive intervention for children of parents with mental health problems” funded under the EEA Norway Grants 2014 -2021 Financial Mechanism, Programme Health (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 Norway Grants 2014 -2021 Financial Mechanism 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 contact point is set up:

For Charles University:

Project manager: [REDACTED]

Financial manager: [REDACTED]

For The Arctic University of Norway: [REDACTED],  
[REDACTED] Project manager

7. The Project Promoter is obliged to:

- a) ensure the correct and timely implementation of the Project's activities;
- b) manage the Project;
- c) 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;
- d) 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;
- e) transfer to the Project Partner's nominated bank account all payments according the schedule set out in Article 5 point 7.
- f) ensure that the Project Partner promptly receives all assistance it may require for the performance of its tasks.

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) use its project budget share only to cover costs related to the Project;
- d) properly account of all incomes and expenditures in connection with the Project implementation under the national legislation in force;



e) provide documentation as set out in table below to support every cost and record all costs in bank accounts or evidence the costs by documentation on cash disbursements (accounting reports, bank statements, work reports, etc.).

Monitoring period	From - To	Deadline for delivery of proper documentation
1*	1.3. 2021 - 15.6.2021	30.06.2021
2	16.6.2021 - 15.10.2021	31.10.2021
3	16.10.2021 -15.2.2022	28.02.2022
4	16.2.2022 -15.6.2022	30.06.2022
5	16.6.2022 -15.10.2022	31.10.2022
6	16.10.2022-15.2.2023	28.02.2023
7	16.2.2023-15.6.2023	30.06.2023
8	16.6.2023-31.8.2023	15.09.2023

\* if relevant

- f) follow relevant national legislation and legal principles of public procurement;
- g) provide additional information related to the Project Partner's obligations and activities in the Project on the Project Promoter's request;
- h) provide the Project Promoter with all information and documents necessary for the preparation of any reports due by the Project Promoter to the Programme Operator within the deadlines and according to the reporting forms set by the Project Promoter;
- i) cooperate on preparation of the Project modifications;
- j) create conditions and provide cooperation necessary for controls of the Project;
- k) perform the activities and obligations in the Project in accordance with internal control system;
- l) 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<sup>1</sup>, at least until 31 December 2030;
- m) is not allowed to claim other funds for the same expenditure of the Project in order to avoid duplicity of financing;
- n) handle the property funded from the Project with due diligence, in particular to insure it and secure it against damage, loss or theft and not to encumbered such property by any third party rights. This obligation does not apply to consumables;
- o) provide cooperation during the Project evaluation.

<sup>1</sup> Information system for project administration within the EEA/Norway Financial Mechanism.



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 Project Partner is obliged to inform the Project Promoter on any income that the Project Partner generated during the Project implementation.

12. 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.

13. The Parties are obliged to preserve outcomes achieved in the Project in accordance with the Legal Act on Fund Allocation, if relevant.

### **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.

2. Project promoter is also responsible for preparation of the project Work Plan and fulfilment of all project activities according to Project Proposal, setting Time Schedule of the project realization, in time submission of obligatory reports and project deliverables (including financial statements) and other relevant documents to the Programme Operator, preparation of the meetings, chairing the meetings, preparation of the minutes of the meetings and monitoring of the implementation of decisions taken at meetings, administration of the financial contribution of the Programme Operator in Accordance with Article 5 of the Contract, publicity of the Project.

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

The Project Partner is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement and Annexes hereinafter referred to as the Annex 1: List of Activities, Annex 2: Work Plan, Annex 3: Overall Budget



## **Article 5 – Project budget and payment arrangements**

1. The Project is funded from the [EEA/Norwegian] Financial Mechanism 2014-2021. The total fund allocation is CZK 14.810.395,00.

2. The detailed total Project budget, the budget share of each Party amongst the activities to be performed by each Party is fixed in Annex 3.

3. Expenditures incurred by the Project Partner must be in line with general rules on eligibility of expenditure contained in the Guidelines on eligible expenditure.

4. The Project Partner is obliged to provide additional costs (i.e. exchange losses) from own resources in case that the fulfilment of the Project requires additional costs that are not covered by the Project budget.

5. The Project Partner is obliged to exchange all expenditure with following web page link: [https://ec.europa.eu/info/funding-tenders/how-eu-funding-works/information-contractors-and-beneficiaries/exchange-rate-infoeuro\\_en](https://ec.europa.eu/info/funding-tenders/how-eu-funding-works/information-contractors-and-beneficiaries/exchange-rate-infoeuro_en)

The foreign currency is converted by the monthly exchange rate for the month in which the expenditure was paid.

6. The Project Partner is not allowed to require reimbursement of costs that the Programme Operator found not to be eligible.

7. The first payment of a share of a project grant to a Project Partner will take the form of an advance payment corresponding to the expenditure for the first 3 reporting periods. Further payments will be sent after approval of the expenditure by the Program operator and according with the schedule below.

8. The final payment will be made within 15 days of receiving funding from the Program Operator (after approval of the final report).

Monitoring period	From - To	Payment CZK	Transfer of paymetns to the Project Partner
1	1.3. 2021 - 15.6.2021	250 000,00	Within 15 days after receipt of the payment from the Program Operator.
2	16.6.2021 - 15.10.2021		
3	16.10.2021 -15.2.2022	150 000,00	15.03.2022
4	16.2.2022 -15.6.2022	150 000,00	15.07.2022
5	16.6.2022 -15.10.2022	150 000,00	15.11.2022
6	16.10.2022-15.2.2023	150 000,00	15.03.2023
7	16.2.2023-15.6.2023	150 000,00	15.07.2023
8	16.6.2023-31.8.2023	108 485,00	Within 15 days after receipt of the payment from the Program Operator (after approval of the final report).
Subtotal		1 108 485,00	



If the Project Partner has received more than the expenditure, the overpayment shall be return within 15 days after appeal from Project Promoter.

9. All amounts shall be denominated in CZK.

10. Payments to the Project Partner shall be made to the Project Partner's bank account denominated in NOK, identified as follows:

Name of the bank:	DNB Bank ASA
Bank address:	P.O. Box 1600 Sentrum, 0021 Oslo, Norway
Account holder:	UiT, the Arctic University of Norway
Account holder address:	P.O. Box 6050 Langnes, 9037 Tromsø, Norway
Account number:	See IBAN
Sort code:	N/A
IBAN:	[REDACTED]
[REDACTED]	[REDACTED]

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

#### **Article 6 – 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.

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 7 - Project results**

Each party will have ownership rights to the Project results produced by that party, its employees or suppliers.



The first project result is the ChildTalks+ manual. The sole owner of the English version of the manual is The Arctic University of Norway. The Arctic University of Norway will provide the English version of the manual to Charles University for translation into the Czech free of charge. The sole owner of the Czech version of the manual is Charles University. All parties are free to use and disseminate these versions free of charge. No versions of the manual should be used in commercial utilisation.

Other project results are data collected in the research project. The owner of these data is Charles University. Charles University is responsible for data storage during the project period and the sustainability of project results (1.3.2021- 31.8.2025). Charles University has the right to decide whether store the data after this period or delete them. Data should be shared with the project partners and hence, for the duration of the project period (1.3.2021- 31.8.2025), the parties shall have access at no charge to the Project results. The permission of data use is required (where the period "from – to" and intended use will be specified).

#### **Article 8. PUBLICATIONs**

The Project results shall be published as rapidly as possible. Providing the rules in this agreement are followed, the parties retain the right to publish their own results from subprojects, providing such publication does not damage or disadvantage the other parties' exploitation of their own results. Plans concerning publication shall be shared among the partners.

All partners shall be invited to co-author research articles related to the project.

#### **Article 9 – Entry into force, duration and termination**

1. This Agreement shall enter into force on the date of the last signature by the Parties and shall take effect on the date of the disclosure under the sec. 2 of this Article. 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. The Parties acknowledges that the Project Promoter as a public university and an entity under Art. 2 Par. 1 Letter e) of the Czech Act No. 340/2015 Coll., on Contract Register, is subject to the obligation to disclose any contract it concludes in the contract register (hereinafter "Disclosure" or "Disclose"). The Parties declares that this Agreement is subject to such mandatory Disclosure. The Project Promoter pledges to Disclose the contents of this Agreement as well, without the information between the tags \* \_ \* including the information that cannot be provided in accordance with the rules governing free access to information (personal data



## **Annex No 1.: List of activities**

### ***Charles University (Project Promoter, The Czech Republic)***

#### **Responsibilities:**

- Overall coordination, management and implementation of the Project
- Implementation of ChildTalks+ into the Czech Republic
- Pilot evaluation study of the effectiveness of the ChildTalk+ program in the Czech Republic
- Recruitment of collaborating organizations from the Czech Republic
- Translating and adapting the ChildTalk+ manual (English – Czech)
- Translating evaluation questionnaires (English – Czech)
- Project dissemination and promotion
- Organizing meetings and training, covering travel costs and per diems for all participants
- A representative will participate in project meetings

### ***E-clinic, z.ú. (Project Partner, The Czech Republic)***

#### **Responsibilities:**

- Project and financial management to the extent necessary to ensure Partner's activities
- A representative will participate in project meetings
- Recruitment and working with the target group in the Czech Republic

### ***Voksne for Barn (Project Partner, Norway)***

#### **Responsibilities:**

- Project and financial management to the extent necessary to ensure Partner's activities
- A representative will participate in project meetings
- Responsible for training - providing an expert trainer who will train all participating trainers:
  - o Training Group A of main trainers: 2 days training (including a half-day mental health workshop)
  - o Training Group B of trainers: 1,5 days training
- Consultation on the ChildTalks+ implementation: 300 hours in total (150 hours expert trainer, 150 hours implementation. app. 10 hours a month during the whole project, the exact distribution of working hours will be set according to specific activities in each phase of the project)

### ***University of Tromso (Project Partner, Norway)***

#### **Responsibilities:**

- Project and financial management to the extent necessary to ensure Partner's activities
- A representative will participate in project meetings
- Consultation on the evaluation study: 300 hours in total (app. 10 hours a month during the whole project, the exact distribution of working hours will be set according to specific activities in each phase of the project)

### ***ADHD Association Iceland (Project Partner, Iceland)***

#### **Responsibilities:**

- Project and financial management to the extent necessary to ensure Partner's activities
- A representative will participate in project meetings
- Lecturing workshop about specifics of ADHD families – a half-day workshop
- Consultations during the project on working with ADHD families – 150 hours in total (app. 5 hours a month during the whole project, the exact distribution of working hours will be set according to specific activities in each phase of the project)
- Trainer/s will participate in training in ChildTalks+
- Translating ChildTalks+ manual and optional testing in Iceland



and protection of the rights of a person not required by law to disclose information). Information about the Disclosure shall be sent to other Parties without undue delay via e-mail to: [REDACTED]

[REDACTED], and The Disclosure of this Agreement in the public register of contracts is not a breach of this Agreement.

3. Either Party may terminate this Agreement in the event of a breach by the other Party of its obligations - producing poor quality work; improper implementation of the Project, failure to provide effective cooperation on reporting. A party identifies a breach by other Party of its obligations under the Partnership Agreement or the Project will give written notice to such Party requiring that such breach be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the Party may decide to declare the other Party to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation

4. 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.

5. 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.

6. Consequences of termination: A Party leaving the Partnership shall refund all payments it has received except the amount of contribution already accepted by the Programme Operator. Furthermore, a Defaulting Party shall bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks

#### **Article 10 – Amendments**

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

2. Nevertheless amendment of Annex 2/Work Plan shall be subject of a written agreement concluded by the Parties, and it does not result in the amendment to this Agreement.

#### **Article 11 – Liability towards each other**

1. Limitations of contractual liability

No Party shall be responsible to any 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 willful act or by a breach of confidentiality.

For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to the Party's share of the total costs of the Project as identified in Project Contract, provided such damage was not caused by a willful act or gross negligence. This limitation of the contractual liability also does not include sanctions paid by the Project Promoter to the Programme Operator on the basis of a contract with the Programme Operator as a result of the actions of the Project Partner in breach of this Agreement or agreement between Programme Operator and Project Promoter.

The terms of the Partnership Agreement shall not be construed to amend or limit any Party's statutory liability.

## 2. Damage caused to third parties

Each Party shall be solely liable for any loss, damage, or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under the Partnership Agreement or from its use of Results or Background.

## 3. Force Majeure

No Party shall be considered to be in breach of the Partnership Agreement if such breach is caused by Force Majeure. Each Party will notify the Steering Committee of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the Steering Committee and the Programme Operator will be informed in due time.

## **Article 12 – 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 13 – 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:

Project manager: [REDACTED]  
tel.: [REDACTED]

Financial manager: [REDACTED]

For the Project Partner:

Project manager: [REDACTED]  
[REDACTED]

Head of Administration: [REDACTED]

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 14 – Governing law and settlement of disputes**

1. The construction, validity and performance of this Agreement shall be governed by the laws of 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 2 originals, of which each Party has received one.

For the Project Promoter [REDACTED]

Signed in Prague [REDACTED]

On 16-09-2021 [REDACTED] 2021

[REDACTED]  
Dean of First Faculty of Medicine [REDACTED]

[REDACTED] North

SC	JMÉNO	DATUM	PODPIS
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PRÁVNĚ	[REDACTED]	[REDACTED]	[REDACTED]