

**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

[REDACTED]
hereinafter referred to as the "Project Promoter"

and

**Adults for Children/
Voksne for Barn**

Address: Stortorvet 10, 0155 Oslo, Norway
Tax ID number: 954 804 488

Represented by: [REDACTED]

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 Adults for Children: [REDACTED]

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 Operator¹, 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.

¹ 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

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 send 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	400 000,00	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	250 000,00	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	200 000,00	15.07.2023
8	16.6.2023-31.8.2023	91 451,00	Within 15 days after receipt of the payment from the Program Operator (after approval of the final report).
Subtotal		1 391 451,00	

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:	Postboks 1600 Sentrum NO-0021 Oslo
Account holder:	ORGANISASJONEN VOKSNE FOR BARN
Account holder address:	Stortorvet 10 NO-0155 Oslo
Account number:	■■■ ■■■
Sort code:	
IBAN:	■■■■■■■■■■
SWIFT:	DNBANOKKXXX

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 – 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 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] * and * [REDACTED] *. 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 8 – 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 9 – 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 10 – 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 10 – 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] – [redacted]

Financial manager: [redacted]

For the Project Partner:

[redacted]

[redacted]

[redacted] 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 11 – 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

For the Project Partner

Signed in Prague

Signed in Oslo

On

On Monday June 14 2021



Dean of First Faculty of Medicine



Secretary General, Voksne for Barn

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

Annex No 2.: Work Plan

The project is scheduled for 30 months.

No. of families involved in CZ: 80 recruited, necessary 66 (33 experimental group, 33 control group). 50 families in total will finish the program.

Year	Dates	Period	Phase
Year 1	1.3.2021 – 31.8. 2021	6 months	Preparation: <ul style="list-style-type: none"> - Validation of Questionnaires, preparation of the study - Translation of ChildTalks+ manual - Recruitment of organizations and families - Kick-off meeting Prague (April – together with Eating Disorder Conference in Prague) - Training Trainers Group A: 2 days (expert trainer train the main trainers from CZ and Iceland, Norway more trainers optional) - ADHD Iceland: a half-day workshop in Prague – specifics of ADHD families
	1.9. 2021 – 30.9.2021	1 months	<ul style="list-style-type: none"> - Experimental group Part 1 (14 families): Pre-test - Control group Part 1 (14 families): Pre-test
	1.10.2021- 30.11.2021	2 months	<ul style="list-style-type: none"> - Experimental group Part 1 working with families in ChildTalks+ (14 families, 4 sessions per family) - 1 Introductory session per family in control group
	1.12.2021 – 31.12.2021	1 month	<ul style="list-style-type: none"> - Part 1 post-test exp and cont group
Year 2	1.1.2022 – 31.3.2022	3 months	<ul style="list-style-type: none"> - Training Trainers Group B (CZ therapists): expert trainer together with main trainers from CZ (1,5 days training) – after this, main trainers can train others
	1.4.2022- 30.4.2022	1 months	<ul style="list-style-type: none"> - Experimental group Part 2 (13 families): Pre-test - Control group Part 2 (13 families): Pre-test
	1.5.2022 – 30.6.2022	2 months	<ul style="list-style-type: none"> - Experimental group Part 2 working with families in ChildTalks+ (13 families, 4 sessions per family) - 1 Introductory session per family in control group - May/June: 6 months follow-up Part 1 - Meeting Norway (June) - Mid-project Evaluation
	1.7.2022 – 31.8.2022	2 months (summer holidays)	<ul style="list-style-type: none"> - Part 2 post-test exp and cont group
	1.9.2022 – 30.9.2022	1 months	<ul style="list-style-type: none"> - Experimental group Part 3 (13 families): Pre-test - Control group Part 3 (13 families): Pre-test
	1.10.2022 – [REDACTED]	2 months	<ul style="list-style-type: none"> - Experimental group Part 3 working with families in ChildTalks+ (13 families, 4 sessions per family) - 1 Introductory session per family in control group
	1.12.2022 – 31.1.2022	2 months (winter holidays)	<ul style="list-style-type: none"> - Part 3 post-test exp and cont group - December/January: 1 year follow-up Part 1 - December/January: 6 months follow-up Part 2

Year 3	1.2.2023 - 30.6.2023	5 months	<ul style="list-style-type: none"> - Possibility of offering ChildTalks+ to the control group Part 1 after follow-ups. Important for dissemination and sustainability. - Preparing for analysing evaluation results <p>May: 6 months follow-up Part 3</p> <p>June: 1 year follow-up Part 2</p> <ul style="list-style-type: none"> - June 2023 Meeting Iceland –experience and evaluation, further dissemination
	1.7.2023 – 31.8. 2023	2 months	<ul style="list-style-type: none"> - Evaluation report - Possibility of offering ChildTalks+ to the control group Part 2 and Part 3 after follow-ups

Budget ZD-ZDOVA1-019

Annex 3a

Členění rozpočtu projektu/Total project budget

<u>Kapitola rozpočtu projektu</u>	<u>Způsobilé výdaje (Kč)/Eligible costs(CZK)</u>	<u>Částka v EUR/Amount in EUR</u>
Služby/Services	12 125 730,50	471 818
Cestovné/Travel Costs	591 100,00	23 000
Stavební práce a dodávky/Construction Works and Supplies	0,00	0
Management	1 995 000,00	77 626
Publicita/Publicity	98 565,00	3 835
Celkové způsobilé výdaje projektu/ Total project budget	14 810 395,50	576 279

Z toho způsobilé výdaje partnerů/Of which eligible costs of the Project partner

<u>Partner</u>	<u>Předpokládané způsobilé výdaje (Kč)</u>	<u>Předpokládané způsobilé výdaje (EUR)</u>
Voksne for Barn	1 391 450	54 142



Partner Voksne for Barn			
position	price per hour	hours	total CZK
Project leading for Voksne for Barn	1 516	90	136 440
Participation in project meetings (3 meetings, 2 people)	1 516	48	72 768
Participation of an expert trainer in project meetings (salary)	3 855	24	92 520
Publicity: lecture on a conference (expert trainer key speaker)	3 855	3	11 565
Participation in meeting of group A (2 people, salary)	1 516	32	48 512
Expert trainer - leading a group training A (10 hours of training, 4 hours of workshop)	3 855	14	53 970
Participation in training for group A for 2 norway therapist (salary)	1 516	14	21 224
Expert trainer - the traing leading - group B	3 855	11	40 478
Supervision from an expert trainer	3 213	150	481 950
Consultations for implementation	1 516	150	227 400
Expert trainer - online support fot therapist	3 855	6	23 130
total			1 209 957
overheads	15%		181 493
subtotal			1 391 450