

**Partnership Agreement**  
for the implementation of the Project  
*Developing the universities third responsibility;  
Technology transfer to foster innovation*  
[EHP-CZ-ICP-3-010]  
funded under the EEA Financial Mechanism 2014-2021  
**CZ-EDUCATION**

between

*Jihočeská univerzita v Českých Budějovicích*  
*University of South Bohemia in České Budějovice*  
*Branišovská 1645/31a, 370 05 České Budějovice*  
*Czech Republic*  
*60076658*  
*CZ60076658*  
*Other Public Organisation*  
*prof. PhDr. Bohumil, Jiroušek, Dr.*  
*rector*

hereinafter referred to as the “Project Promoter” and

*Åpenhet*  
*Øvre slottsgate 3*  
*0157 Oslo*  
*Norway*  
*Org NO 916202342*  
*Inter- Governmental Organisation*  
*Mr Kleng Bråtveit*  
*CEO*

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.
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 consist in:

**Project Promoter tasks and responsibilities**

*The overall objective of the project is to create a cross - border knowledge transfer center; Technology transfer (TT) between the scientific and economic spheres in the regions of the Czech Republic and Norway. This will be realized through networking activities of science and technology scouting and TT formats that are appropriate and will be focused especially on cooperation between 1) both institutions, and 2) both partners among themselves.*

*The project will lead to the achievement of these project's objectives and program indicators: the number of intellectual outputs 4:*

- *Innovation of curriculum of Intellectual property and Technology transfer;*
- *The study of strengths of common cooperation between research and commercial sector;*
- *Study materials, high level of satisfaction of institutional cooperation.*

*The implementation of project results will be provided through the project partners and their network. The University of South Bohemia offers the study subject of „Intellectual property“ and is a member of national platform Transfera.cz, through which can disseminate this output to Czech universities.*

*End deliverables:*

- *Peer learning activity/Workshops and conference*
- *Innovation of curriculum and teaching materials of Intellectual property IP and Technology transfer*

<ul style="list-style-type: none"> <li>- <i>Study materials "Transfer technology specialist"</i></li> <li>- <i>Study of strengths of common cooperation between research and commercial sector, publication entitled "Knowledge Transfer in Czech republic and Norway"</i></li> </ul>
<b>Contact person (name and contacts details)</b>
<b>Project Partner tasks and responsibilities</b>
<p><i>Åpenhet undertakes to make use of their experience, expertise and resources to engage in the following activities and jointly develop the following deliverables:</i></p> <ul style="list-style-type: none"> <li>- <i>Develop innovation of curriculum and teaching materials of Intellectual property IP and Technology transfer</i></li> <li>- <i>Develop study materials "Transfer technology specialist"</i></li> <li>- <i>Develop study of strengths of common cooperation between research and commercial sector, publication entitled "Knowledge Transfer in Czech republic and Norway"</i></li> <li>- <i>Conference 2023</i></li> <li>- <i>Peer-learning activity/Workshop</i></li> </ul>
<b>Contact person (name and contacts details)</b>

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 Programme Education and 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. 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 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 signed project contract, 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(s)'s contribution to reducing economic and social disparities in the European Economic Area.

#### **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 *advance payments and payment of the final balance*.

##### **2. FIRST ADVANCE PAYMENT:**

The payment shall correspond to 40% of the Project Partner's total grant share (specified in the Annex 1). The payment shall be made no later than 20 working days of the crediting of the advance payment from the Programme Operator to the Project Promoter's bank account.

##### **3. SECOND ADVANCE PAYMENT:**

By 10th October 2022, the Project Partner shall submit an overview of the Project Partner's expenditures and a confirmation signed by Kleng Bråtveit proving that the expenditures are in accordance with the principles and rules set in this Agreement to the Project Promoter. The information will be used by the Project Promoter to preparation of the project interim report.

The second advance payment shall correspond to 40 % of the Project Partner's total grant share (specified in Annex 1 of this Agreement) provided that at least 70 % of the first advance payment has been used up. The second advance payment shall be made no later than 20 working days of the crediting of the second advance payment from the Programme Operator to the Project Promoter's bank account. The payment from the Programme Operator is conditioned by the approval of the project interim report, and by using at least 70 % of the first advance payment from the Programme Operator.

#### 4. FINAL BALANCE PAYMENT:

By 10th October 2023, the Project Partner shall submit an overview of the Project Partner's expenditures and a confirmation signed by Kleng Bråtveit proving that the expenditures are in accordance with the principles and rules set in this Agreement to the Project Promoter. The information will be used by the Project Promoter to preparation of the final project report.

The payment of the final balance shall correspond up to 20 % of the Project Partner's total grant share (specified in Annex 1 of this Agreement). The payment shall be made no later than 20 days of the crediting of the final balance payment from the Programme Operator to the Project Promoter's bank account. The payment from the Programme Operator is conditioned by the approval of the project final report.

5. The Project Partner is obliged to return the unused financial support to the Project Promoter no later than one months before the end of the project. Unless there will be an activity planned which needs project financing.

Each of the Parties is responsible for the eligibility of costs of their project activities and activities within the project and the drawing of financial costs according to the applicable rules. Each of the Parties must comply with the Programme Operator's conditions.

6. The provisions of exchange rate risk will be as follows: Costs of currency exchange will be covered by the Project partner.

7. All amounts shall be denominated in CZK. The currency exchange rules for such expenditure and its reimbursement are as follows: 26 CZK/EUR and 10 NOK/EUR.

8. The Project Partner's bank account denominated in Euro is identified as follows:

Name of bank	DNB Bank
Full address of bank (branch)	DNB, Postboks 1600 Sentrum, 0021 Oslo
Name of account holder	Åpenhet AS
Address of account holder	Øvre Slottsgate 3, 0157 OSLO
Account number / IBAN	NO5412506251263
BIC / Swift codes	DNBANOKKXXX
Variable symbol (if applicable)	

9. 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.

3. The Project 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.

#### **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.
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 the event a responsible partnership body identifies a breach by a party of its obligations under this Partnership Agreement or the Grant Agreement (e.g.: a partner producing poor quality work at the disadvantage or endangering the implementation of the project), the project Promoter will write notice to such Party requiring that such breach be remedied within 30 calendar days. If such breach is substantial and is not remedied within that period or is not capable of remedy, the project Promoter may decide to declare the Party to be defaulting its obligations under the present agreement and to decide on the consequences there of which may include termination of its participation. Financial support would have to be returned.

2. Furthermore, in case of termination of the Project Contract for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.

3. With the ongoing pandemic activities may change according to government recommendations and restrictions. In the event of cancellation, modification and postponement of an activity due to sanitary restrictions, the Project Partner shall follow the Program Operator suggestion and adjust budget accordingly with fulfilment of the project indicators.

### **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.

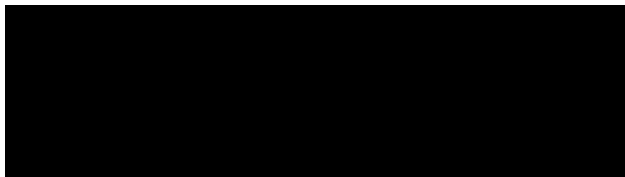
### **Article 16 – Final provisions**

1. Based on the identical will of both Parties, the present Agreement terminates and fully replaces the “Partnership Agreement for the implementation of the Project *Developing the universities third responsibility; Technology transfer to foster Innovation*”, which was concluded between the Parties on 14 July 2021.

2. 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;
3. 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.
4. 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.
5. 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.
6. This Agreement has been prepared in two originals, of which each Party has received one. An electronic copy will be sent to the Programme Operator.

For the **Project Promoter**



*University of South Bohemia in České Budějovice*

Signed in: *České Budějovice*

Date: 10 -09- 2021

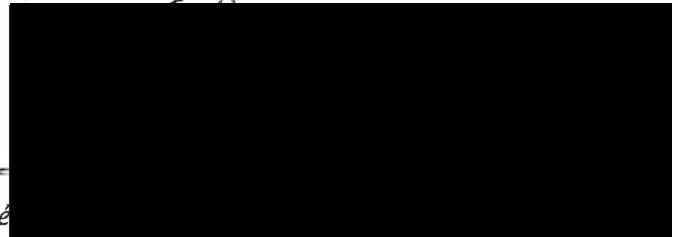
Name: *prof. PhDr. Bohumil Jiroušek, Dr.*

Function: *rector*

Stamp of the Project Promoter (if applicable)

JIHOČESKÁ UNIVERZITA  
V ČESKÝCH BUDĚJOVICÍCH  
Branšovská 31a  
370 05, České Budějovice  
IČ 600 76 658, DIČ CZ60076658

For the **Project Partner**

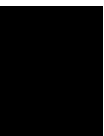


Signed in: *Oslo*

Date: 22 -09- 2021

Name: *Kleng Bråtveit*

Function: *CEO*



Annex I – Project partner's budget

<b>Budget items</b>	<b>Amount allocated to the project partner in [EURO]</b>
Travel	3 300.00
Project management and implementation support	8 000.00
Individual support for participants (subsistence)	10 800.00
Costs of staff assigned to the project	34 035.00

Annex II – Applicable rates

**Table 2. Travel**

Eligible costs		Financing mechanism	Amount	Rule of allocation
Travel	<p>Contribution to travel costs of participants, from their place of location (where the sending organisation is located) to activity venue (where the receiving organisation is located) and return.</p> <p>For the establishment of the distance band applicable, the Project Promoter shall indicate the distance of one-way travel using the on-line distance calculator available at: <a href="http://ec.europa.eu/programmes/erasmus-plus/resources/distance-calculator_en">http://ec.europa.eu/programmes/erasmus-plus/resources/distance-calculator_en</a></p>	Scale of unit costs	<p>Distances between 10 – 99 KM: 20 EUR per participant</p> <p>Distances between 100 – 499 KM: 180 EUR per participant</p> <p>Distances between 500 – 1999 KM: 275 EUR per participant</p> <p>Distances between 2000 – 2999 KM: 360 EUR per participant</p> <p>Distances between 3000 – 3999 KM: 530 EUR per participant</p> <p>Distances between 4000 – 7999 KM: 820 EUR per participant</p>	<p>Automatic (mobilities)</p> <p>Conditional (ICP): applicants to justify financial need related to project objectives and results</p>

**Table 7. Individual support for activities other than Higher Education mobility (subsistence)**

Eligible costs		Financial mechanism	Amount	Rule of allocation
Individual support for learners	Costs directly linked to	Scale of unit costs	<p>up to the 14th day of activity: A2.1 per day per participant</p> <p>+ between the 15th and 60th day of activity: 70% of A2.1 per day per participant</p>	Automatic (mobilities)

	subsistence of participants, including accompanying persons <sup>1</sup> , during mobility		+ between the 61th day of activity and up to 6 months: the 50% of A2.1 per day per participant	Conditional (ICP): applicants to justify financial need related to project objectives and results
Individual support for staff and professionals			up to the 14th day of activity: A2.2 per day per participant + between the 15th and 60th day of activity: 70% of A2.2 per day per participant	

Receiving country	Learners mobility	Staff mobility
	Min-Max (per day)	Min-Max (per day)
	A2.1	A2.2
Czech Republic	120	150
Iceland	150	200
Liechtenstein	150	200
Norway	150	200

<sup>1</sup> As a general definition applying to all fields of education and training, an accompanying person is the one who accompanies participants – whether learners or staff – with special needs (i.e. with disabilities) in a mobility activity, in order to ensure protection, provide support and extra assistance.

**Table 8. Project management and implementation support**

Eligible costs		Financing mechanism	Amount	Rule of allocation
Project management and implementation	Project management (e.g. planning, finances, coordination and communication between partners, etc.); small scale learning/teaching/training materials, tools, approaches etc. Virtual cooperation and local project activities (e.g. class-room project work with learners, organisation and mentoring of embedded learning/training activities, etc.); information, promotion and dissemination (e.g. brochures, leaflets, web information, etc.).	Scale of unit costs	Contribution to the activities of the coordinating organisation: 500 EUR per month	Based on the duration of the partnership and on the number of participating organisations involved
			Contribution to the activities of the other participating organisations: 250 EUR per organisation per month	

**Table 12. Cost of staff assigned to the project**

Eligible costs		Financing mechanism	Amount	Rule of allocation
Intellectual outputs	Intellectual outputs/tangible deliverables of the project (such as curricula, pedagogical materials, open educational resources (OER), IT tools, analyses, studies, peer-learning methods, etc.)	Scale of unit costs	B1.1 per manager per day of work on the project	Conditional: staff costs for managers and administrative staff are expected to be covered already under "Project management and implementation". To prevent potential overlap with such item, applicants will have to justify the type and volume of staff costs applied for in relation to each output proposed. The outputs should be substantial in quality and quantity to qualify for this type of grant support. The outputs should prove their potential for wider use and exploitation, as well as for impact.
			B1.2 per researcher/ teacher /trainer per day of work on the project	
			B1.3 per technician per day of work on the project	
			B1.4 per administrative staff per day of work on the project	

	<b>Manager</b>	<b>Teacher/ Trainer/Researcher</b>	<b>Technician</b>	<b>Administrative staff</b>
	<b>B1.1</b>	<b>B1.2</b>	<b>B1.3</b>	<b>B1.4</b>
Liechtenstein, Norway	294	241	190	157
Iceland	280	214	162	131
Czech Republic	164	137	102	78

This funding can only be used for staff costs of organisations participating in the project for the production of Intellectual outputs. The amounts depend on: a) profile of staff involved in the project and b) the country of the participating organisation whose staff is involved. If external professionals are needed, the costs related to their work falls under the Exceptional costs related to subcontracting or purchase of goods and services.

