

Partnership Agreement
for
the implementation of the Project
Teaching Generation of Snowflakes - New Methods and Challenges
EHP-CZ-ICP-3-007
funded under the EEA Financial Mechanism 2014-2021
CZ-EDUCATION

between

Vysoká škola ekonomická v Praze

Prague University of Economics and Business

Nám. W. Churchilla 1938/4, 130 67 Praha 3

Czech Republic

61384399

CZ 61384399

Organisation classification: Other public organisation (Higher education institution)

Represented by prof. Ing. Hana Machková, CSc.

Rector

hereinafter referred to as the “Project Promoter”

and

Norges teknisk-naturvitenskapelige universitet

Norwegian University of Science and Technology

Hogskoleringen 1, NO-7491 Trondheim

Norway

974767880

VAT: 974767880

Organisation classification: Other public non-profit organisation (Higher education institution)

Represented by Tor Grande

Prorector of Research

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
<p>Project promoter is responsible for project activities: Proceedings final preparation and print and activities related to the Summer School (Study materials and Curriculum + Program of Summer School, July 2022). Promoter is also responsible for promotional activities (press conference, social media, news etc.) and the Czech seminar for the Czech professional public. Other responsibilities:</p> <ul style="list-style-type: none">- Project management- Ensuring cooperation between individual participants- Web pages of project (www.fm.vse.cz, Researchgate)- Creation of videos from activities- Creation of photos from all activities- Distribution of Proceedings in the Czech Republic- Evaluation of activities in project- Financial management and process controlling
Contact person (name and contacts details)
<p>[REDACTED]</p> <p>[REDACTED]</p>

Project Partner tasks and responsibilities

Partner of the project is responsible for organization of the Round Table (January-February 2022) and also for work coordination of Norwegian professors. Partner of the project will be also part of preparatory work for Proceedings and will distribute Proceedings from Round Table in Norway (printed materials as well as e-books).

Partner will also come to the Czech Republic for meeting and preparation of Study materials and Curriculum + Program of Summer School (the situation around COVID-19 is considered). Partner is also responsible for financial management of his part of grant resources.

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 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 *reimbursement of incurred expenditure (interim payments)*.
2. Interim payments shall be paid based on request sent by e-mail to the contact person (Project Manager) from Prague University of Economics and Business. Payment claims shall be submitted to the Project Promoter with deadlines: payments for Management costs in November 2021, Round Table in February 2022, Summer School related payments in July 2022, Transnational Meeting payment in July 2022, along with a confirmation from the Project Partner - Project Manager that the claimed expenditures are in accordance with the principles and rules set forth in this Agreement.
3. Interim payments to the Project Partner shall be made within 10 working days.
6. Payment of the final balance shall be made on 1. September 2022.
7. All amounts shall be denominated in *EUR*.
8. The Project Partner’s bank account denominated in *EUR* is identified as follows:

Name of bank	[REDACTED]
Full address of bank (branch)	[REDACTED]
Name of account holder	[REDACTED]
Address of account holder	[REDACTED]

Account number / IBAN	[REDACTED]
BIC / Swift codes	[REDACTED]
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 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 case of termination of the project contract for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.

2. This agreement can be terminated with notice sent by legal authority (Project Promoter, Project Partner) to other legal authority and project responsible person. Other party shall confirm this notice within 10 days.

3. Termination of the Partnership Agreement shall not affect any rights or obligations of the Parties incurred prior to the date of the termination. That includes the obligation to provide outputs and documents related to project for the period of partnership.

4. 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 will full act or by a breach of confidentiality. The Party liability shall be limited to the project partner's budget as defined in the Annex I, provide 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 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	For the Project Partner
<i>...Vysoká škola ekonomická v Praze</i>	<i>...Norwegian University of Science and Technology</i>
Signed in: <i>Praha</i>	Signed in: <i>Trondheim</i>
Date:	Date: <i>30.09.2021</i>
Name: <i>Hana Machková</i>	Name: <i>Tor Grande</i>
Function: <i>Rector</i>	Function: <i>Prorector of Research</i>
Stamp of the Project Promoter (if applicable)	Stamp of the Project Partner (if applicable)

Annex I – Project partner’s budget (Sum 44.580 EUR)

Budget items	Amount allocated to the project partner in EUR
--------------	------------------------------------------------

Travel	█
Individual support for participants (subsistence)	█
Project management and implementation support	█
Transnational project meetings support	█
Costs of staff assigned to the project	█ (Round Table) █ (Summer School)

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: http://ec.europa.eu/programmes/erasmus-plus/resources/distance-calculator_en</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 subsistence of participants, including accompanying persons, during mobility	Scale of unit costs	up to the 14th day of activity: A2.1 per day per participant + between the 15th and 60th day of activity: 70% of A2.1 per day per participant + between the 61th day of activity and up to 6 months: the 50% of A2.1 per day per participant	Automatic (mobilities)
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	Conditional (ICP): applicants to justify financial need related to project objectives and results

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

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 9. Transnational project meetings support

Eligible costs		Financing mechanism	Amount	Rule of allocation
Transnational project meetings	Participation in meetings between project partners for implementation and coordination purposes. Contribution to travel and subsistence costs.	Scale of unit costs	For travel distances between 100 and 1999KM: 575 EUR per participant per meeting	Conditional: applicants must justify the need for the meetings in terms of number of meetings and participants involved.
			For travel distances of 2000 KM or more: 760 EUR per participant per meeting	

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	

	Manager	Teacher/ Trainer/ Researcher	Technician	Administrative staff
	B1.1	B1.2	B1.3	B1.4
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.