**Partnership Agreement Nr. 05/2022FUD**

**For donor partnership projects**

between

***University of Jan Evangelisty Purkyně in Ústí nad Labem, Faculty of Art and Design (UJEP)***

*Pasteurova 3544/1, Ústí nad Labem 400 01, Czech Republic,*

*tax ID number CZ44555601*

*Represented* *by doc. RNDr. Martin Balej, Ph.D., rector of UJEP*

hereinafter referred to as the “Project Promoter”

and

**Skaftfell Center for Visual Art**

Austurvegur 42, 710 Seydisfjordur, Iceland*, tax ID number 91306*

*Represented* *by Julia Martin, co-director*

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**

**“GARDENING OF SOUL: IN FIVE CHAPTERS*”***

**funded under the *EEA/Norwegian* Financial Mechanism Programme – *Programme “Kultura*” (“Culture”)**

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 objective of the Agreement is the implementation of the Project [“GARDENING OF SOUL: IN FIVE CHAPTERS”] funded under the EEA/Norwegian Financial Mechanism Programme “Kultura / Culture” (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/Norwegian Financial Mechanism 2014-2021 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 team is set up:

**- University of Jan Evangelisty Purkyně in Ústí nad Labem, Faculty of Art and Design – prof. Michal Koleček (main leader of Project),**

**- Skaftfell Center for Visual Art – Julia Martin, skaftfell@skaftfell.is.**

The meeting is called by the main leader.

7. The Project Promoter is obliged to:

1. ensure the correct and timely implementation of the Project’s activities;
2. manage the Project;
3. 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;
4. 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;
5. transfer to the Project Partner’s nominated bank account all payments due by the set deadlines;
6. 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 to support every cost and record all costs in bank accounts or evidence the costs by documentation on cash disbursements;

f) provide additional information related to the Project Partner´s obligations and activities in the Project on the Project Promoter´s request;

g) 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;

h) cooperate on preparation of the Project modifications;

i) create conditions and provide cooperation necessary for controls of the Project;

j) perform the activities and obligations in the Project in accordance with internal control system;

k) 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[[1]](#footnote-1), at least until 31 December 2030;

l) is not allowed to claim other funds for the same expenditure of the Project in order to avoid duplicity of financing;

m) 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;

n) provide cooperation during the Project evaluation.

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 – it is one month before the new modification.

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, in case of project activities.

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.

**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. **The list of activities of Project Promoter (UJEP):**

* realisation of two art residencies of Czech artist in Island,
* the art residencies in a project,
* two Art Exhibitions in Ústí nad Labem and support of realisation of artworks,
* realisation of the International Conference in Ústí nad Labem,
* publicity of the project,
* management of the project.

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

1. The Project Partner is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement. The Project Partner is responsible for these activities in Project (in a coordination with Project Promoter):

* realisation of two art residencies of Czech artist in Island,
* cooperation on the art residency of Island artist in Czech Republic,
* realisation of 1 artwork in collaboration of partner with Project Promoter (UJEP),
* cooperation on two Art Exhibitions in Ústí nad Labem and on the International Conference in Ústí nad Labem,
* cooperation on the publicity of the project,
* management of the project.

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

1. The Project is funded from the EEA/Norwegian Financial Mechanism 2014-2021. The total fund allocation for Project Partner is **427 000,- CZK.**

2. The detailed total Project budget of Partner is described here:

* Realisation of 1 artwork in collaboration with partner … 208 000,- CZE

(items: consumables of material, Services - Personal Expenses of Experts, Services - Expert Guarantor)

* Art residencies of CZ artist in Island … 179 000,- CZE

(items: consumables of material, Services - Personal Expenses of Experts, Services - Expert Guarantor)

* Publicity and organisation of activities in project and international conference in CZ … 40 000,- CZE

(management overhead, publicity costs)

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

4. The Project Partner is obliged to provide additional costs 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 not allowed to require reimbursement of costs that the Programme Operator found not to be eligible.

6. Payment of the project grant share to the Project Partner shall take the form of two advance payments (one in autumn 2022 / 227 000,- CZE / and second in spring 2023 / 200 000,- CZE/).

7. All amounts shall be denominated in CZEcurrency.

8. Payments to the Project Partner shall be made to the Project Partner’s bank account denominated in [*specify the currency*], identified as follows:

[*specify bank account details of the Project Partner: name of bank, address of branch in full, exact designation of account holder, full account number including IBAN and BIC/Swift codes*].

9. 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. 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. Either Party may terminate this Agreement in the event of a breach by the other Party of its obligations according to the Article 4.

3. 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.

4. 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.

**Article 8 – Amendments**

1. Any amendment to this Agreement, including its Annexes, shall be the subject of a written agreement concluded by the Parties (for example “Work plan” or “Plan of budget for each activity”). Amendment of Annex (number/name of the annex) shall be subject of a written agreement concluded by the Parties and it does not result in the amendment to this Agreement.

**Article 9 – 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. 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 11 – Governing law and 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. This Agreement has been prepared in 4 originals, of which each Party has received two.

For the Project Promoter For the Project Partner

Signed in……………… on ………….. Signed in………… on …………….

**doc. RNDr. Martin Balej, Ph.D.** **Julia Martin**

*rector of UJEP* [*Title*]

1. Information system for project administration within the EEA/Norway Financial Mechanism. [↑](#footnote-ref-1)