

# **Partnership Agreement**

**for the Implementation of the Project**

***Innovation and application of the methodology of incubation of  
protected fish species and lampreys***

**funded under the *Norway Grants 2014 – 2021* Financial Mechanism  
Programme  
*Environment, Ecosystems and Climate Change,*  
*call RAGO***

between

## **University of Ostrava**

Dvořákova 138/7, 701 03 Ostrava, tax ID CZ61988987  
Represented by prof. MUDr. Jan Lata, CSc., rector  
hereinafter referred to as the “Project Promoter”

and

## **Beleco, z.s.**

with its head office in  
Na Zátorce 10, Praha 6, 160 00, tax ID CZ02715431  
Represented by Ing. Jana Moravcová, director  
hereinafter referred to as the “Project Partner 2”

hereinafter referred to individually as a “Party” and collectively as the “Parties”

## PREAMBLE:

The call “RAGO” was announced under the Programme „Environment, Ecosystems and Climate Change“ (hereinafter referred to as the “Programme”) and is financed from Norway Grants 2014 – 2021. The objective of the call is the “implementation of pilot projects and innovative solutions for improving the state of ecosystems and strengthening biodiversity”.

The project “*Innovation and application of the methodology of incubation of protected fish species and lampreys*” (hereinafter referred to as the “Project”) is related to the research project entitled: „The development of the methodology for the incubation of the selected salmon species and the innovation of the fish egg incubation boxes “(TJ02000229), funded by the Technology Agency of Czech Republic. This project was finished in the May 2021 and the main outputs was the methodology, which is unique in the ability to support and to restore the reofil fish population directly in the natural river habitat and to assess the potential risks for selected species caused by the impact of climate and land use change. The Project will lead to further innovation of the methodology to another species such as Common barbel, Vimba vimba, Common nase, Ide and lampreys. There will take place the potential risks assessment during the project realization on the ten river reaches in the catchments: Desná, Kamenice, Lomná, Losinka, Malé Labe, Morava, Opava, Polečnice, Radotínský potok a Smědá. The detailed geodetic survey of 500 m reaches will be carrying on in these places and rainfall-runoff and hydraulic models will be applied to these localities to assess the potential risks caused by the climate and land use change. The aim of the Project is to innovate and to bring into the practice the methodology of the incubation of selected fish species and lampreys (i) and to assess the potential impact of climate and land use change on their habitats (ii). Innovation is based on the increasing number of localities and increasing amount of fish species as well as lampreys. Rivers will be positively influenced, and the biodiversity in ecosystems will be supported and project goal will be fulfilled.

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 Annex 1 “*Work Plan and Budget*”

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 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 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 and the Project.

3. 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.

4. 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.

5. Persons who shall have operational responsibility for the implementation of the Project, as well as serve as contact point for all exchanges of communication, documentation and materials between the Parties are defined in Article 22.

### **Article 4 – Obligations of the Project Promoter**

1. 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.

2. 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 Methodology of incubation of protected fish species and lampreys 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;

### **Article 5 – Obligations 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 and Annex 1

2. In addition to the above obligations, 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 *Methodology of incubation of protected fish species and lampreys* 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 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 6 – Project budget and eligibility of expenditures**

1. The detailed total Project budget, the budget share *the Project Partner* as well as the allocation of the budget, amongst the activities to be performed by *the Project Partner* is fixed in Annex 1.
2. 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.
3. Indirect costs shall be claimed by the application of the following method: 10 % of the all eligible personal costs.

#### **Article 7 – Financial management and payment arrangements**

1. Payment of the project grant share to the Project Partners shall take the form of advance payments, reimbursement of incurred expenditure (interim payments) and payment of the final balance.
2. An advance payment should be as follows: 20% of total funding - 1.119.717 CZK. This amount will be split between the parties in following scheme: Project Promoter 36% (403.098 CZK) and Project Partner Beleco 64% (716.619 CZK).
3. The advance payment to the Project Partner 1 shall be made no later than 15 of working days of the crediting of the advance payment from the Programme to the Project Promoter's bank account.
4. Interim payments shall be paid based on the template (the specimen of the template is attached to this agreement as Annex 2). Payment claims (Invoices, bills etc.) shall be submitted to the Project Promoter each 3 months after this Agreement will be signed. Responsible person from the Project partner (defined in Article 22) confirms, the claimed expenditures are in accordance with the principles and rules set forth in this Agreement.
5. Payment of the final balance shall be made no later than 15 of working days of the crediting of the advance payment from the Programme to the Project Promoter's bank account.
6. All amounts shall be denominated in Czech Crowns.

7. Payments to the Project Partner shall be made to the Project Partner's bank account denominated in Czech crowns, identified as follows: Česká spořitelna, a. s., Olbrachtova 1929/62, Praha 4, 140 00, Beleco, z. s., č. účtu: 3462960309/0800, IBAN: CZ5708000000003462960309, BIC/Swift: GIBACZPX

#### **Article 8 – Proof of expenditure**

1. Costs incurred by the Project Partner shall be supported by receipted invoices or alternatively by accounting documents of equivalent probative value.
2. 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.
3. Indirect costs claimed by the application of a flat rate do not need to be supported by accounting documents.

#### **Article 9 – Progress and financial reports**

Progress and the financial report will be delivered in the interim (every 6 months) and final reports.

#### **Article 10 – Audits**

Audits on the Project Partner are carried out in accordance by the Chapter 11 of the Regulation.

#### **Article 11 – Procurement**

1. National and EU law on public procurement 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.
3. The parties shall be guided by the principles of public procurement as set out in the Regulation, Article 8.15.

#### **Article 12 - 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 13 - Confidentiality**

Parties do not declare any protection disclosure connected with the project outputs.

### **Article 14 - Intellectual property rights**

The ownership for the Methodology of incubation of protected fish species and lampreys will be split between the Project Partner (50%) and Project Promoter (50%).

### **Article 15 –Liability**

The responsible person of the project partner is responsible for the professional level of the submitted work and for meeting the deadlines (see Annex 1). Limitation of this liability is possible due to force majeure, but the project partner is obliged to immediately report this fact to the project promoter and cooperate on corrective measures.

### **Article 16 – 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 17 – 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 18 – Termination**

1. Either Party may terminate this Agreement in the event of a breach by the other Party of its obligations [*insert procedures and requirements for termination for breach by either party*].

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. In the event of termination of this Agreement for any reason, the Project Partner is paid an amount corresponding to the total work performed. This payment shall be made no later than 15 of working days of the crediting of the interim payment from the Programme to the Project Promoter's bank account.

### **Article 19 - Assignment**

1. Neither Party shall have the right to transfer their rights and obligations under this Agreement without the prior consent of the other Party.

2. The Parties acknowledge that all assignment of rights and obligations under this Agreement is dependent upon the Programme Operator's prior consent in accordance with the provisions of the Project Contract.

### **Article 20 – Amendments**

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

### **Article 21 – Severability**

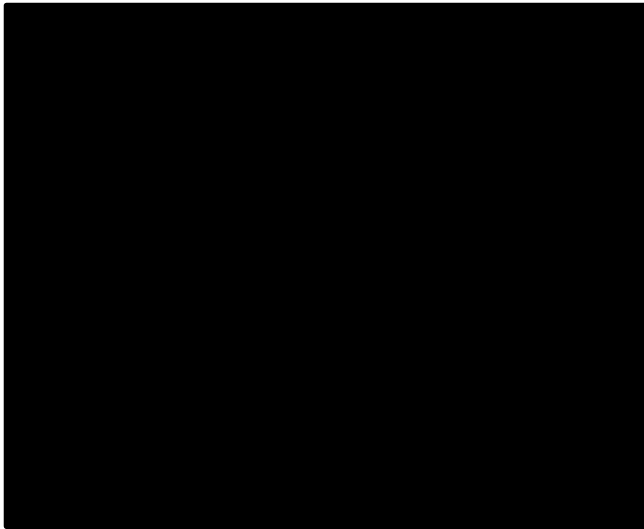
1. If any provision of this Agreement (or part of any provision) is found by any court, tribunal or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity 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.

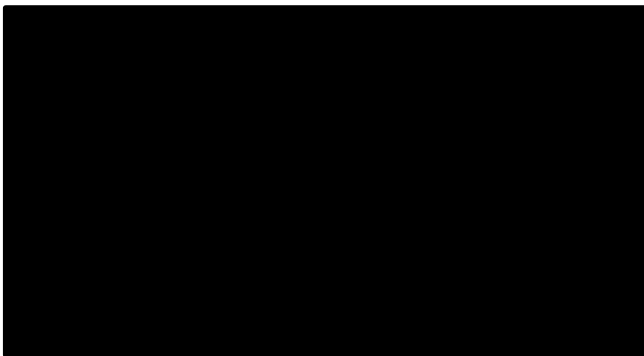
**Article 22 – Notices and language**

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:



For the Project Partner:



2. The language governing the execution of this Agreement is English. All documents, notices and other communications foreseen in the framework of this Agreement shall be in English.

**Article 23 – 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.

This Agreement has been prepared in single original, signed using the online specimen signature, of which each Party has received one copy.

For the Project Promoter

For the Project Partner

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

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

Jan Lata  
prof., MUDr., CSc.

Jana Moravcová  
Ing.