

Partnership Agreement for donor partnership projects

between

Academy of Arts, Architecture and Design in Prague (UMPRUM)
náměstí Jana Palacha 80, 116 93 Praha 1, Czech Republic
IČ: 60461071, DIČ: CZ60461071
Represented by: prof. PhDr. et PaedDr. Jindřich Vybíral, DSc. (rector)
hereinafter referred to as the “**Project Promoter**”

and

CONCERNED ARTISTS NORWAY (CAN)
Perlveiene 33, 1459 Nessoden, Norway,
Id number: 814206432
Represented by: Nina Ossavy
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 **Center for Arts and Ecology**
UMPRUM (KU-CH2-011) funded under the EEA/Norwegian Financial
Mechanism Programme KU/REG/CH2 (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 as described and defined in Annex number 1 - Work and Financial Plan (hereinafter referred to as the Work and Financial Plan).
2. The objective of the Agreement is the implementation of the Project Center for Arts and Ecology UMPRUM (KU-CH2-011) funded under the EEA/Norwegian Financial Mechanism Programme KU/REG/CH2 (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 as follows: Project Manager and Coordinator for the Project Promoter's Party and Nina Ossavy, representing CAN (Concerned Artists Norway), for the Project Partner's Party.

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 due by the set deadlines;
- 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 to support every cost and record all costs in bank accounts or evidence the costs by documentation on cash disbursements;
- 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 fund allocation is **557 330 CZK**.

2. The detailed total Project Promoter;

i) 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 Operator¹, 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.

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. Sustainability

¹ Information system for project administration within the EEA/Norway Financial Mechanism.

conditions, defined by the Programme Operator during the verification procedure where relevant and accepted by the Applicant.

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 and Annex number 1 - Work and Financial Plan.

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 and Annex number 1 - Work and Financial Plan.

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 4 879 250 CZK.
2. The detailed total Project budget, the budget share of the Project Partner amongst the activities to be performed by the Project Partner is fixed in Annex number 1 - Work and Financial Plan.
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 the advance payment and the payment of the final balance.
7. The Project Partner will receive the advance payment in summer 2022 (a payment of 223 000 CZK). Followingly, Project Partner will receive the payment of the final balance during January-February 2023 (a payment of 334 330 CZK).

8. The advance payment to the Project Partner shall be made no later than 90 days of the crediting of the advance payment from the Programme to the Project Promoter's bank account.

9. Payment of the final balance shall be made during January-February 2023.

10. All amounts shall be denominated in Czech koruna (CZK).

11. Payments to the Project Partner shall be made to the Project Partner's bank account denominated in Cultura Bank, Norway identified as follows:

*Cultura Bank, Holbergsgt 1, 0166 Oslo, Norway, full account number including IBAN and BIC/Swift codes: NO8712540607972, Cultura Banks BIC/SWIFT: **CULTNOK1** Cultura Banks routing BIC: **DNBANOKK***

12. 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 on the date of publication of the Agreement in the Register of Contracts pursuant to Act No. 340/2015 Coll., on the Register of Contracts, as amended (hereinafter referred to as the "Act on the Register of Contracts"). 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 while informing the party at least 60 days forward via an official written statement. Either Party may terminate this Agreement if the circumstances provided for in Section 166(2) of the Administrative Code occur.

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. Amendment of Annex number 1 – Work and Financial 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 – 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:

Center for Arts and Ecology UMPRUM

Vysoká škola uměleckoprůmyslová v Praze / Academy of Arts, Architecture and Design in Prague (UMPRUM)

Náměstí Jana Palacha 80

116 93 Praha 1

Czech Republic

For the Project Partner:

Concerned Artists Norway, CAN

Perleveien 33,
1459 Nesodden,
Norway

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 11 – Governing law and settlement of disputes

1. The construction, validity and performance of this Agreement shall be governed by the laws of the Judiciary 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 2 originals, of which each Party has received one.

For the Project Promoter

For the Project Partner

Signed in Praha on

Signed in Porsgrunn on 5.5.2022

prof. PhDr. et PaedDr. Jindřich Vybíral, DSc.
Rector of the Academy of Arts, Architecture and
Design in Prague (UMPRUM)

Nina Ossayv
Artistic leader