

# Partnership Agreement

between

**Jiný Pohled z.s.**

[Nad Nuslemi 666/6, tax ID:22859900]

[Represented by Blanka Maderová, PhD.]

hereinafter referred to as the “**Project Promoter**”

and

**Masaryk University,**

[Žerotínovo nám. 617/9, 601 77 Brno]

[Represented by prof. MUDr. Martin Bareš, Ph.D.]

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 [“Good Practice from Norway:  
The Well-being of Immigrants with a Minority Background”]  
funded under the EEA/Norwegian Financial Mechanism Programme,  
Fund for Bilateral Relations, no. of the grant contract: EHP-BFNU-OV-  
NKM-4-263-01-2023**

PREAMBLE:

IT IS AGREED AS FOLLOWS:

1. **DEFINITION OF THE PROJECT:** The aims of this 8 month-long project are 1) to explore the main issues connected with the well-being and mental health of immigration (esp. of Ukrainians and Slovaks) into CZ, 2) to support and help to integrate newcomers with a minority (primarily LGBT+) background. The project connects 3 organizations: (Jiný Pohled z.s - the coordinator, Skeiv Verden - the Norwegian partner, and MUNI - the research partner) that try to help immigrants who do not fit into the “mainstream” box, because of their sexual orientation, gender or any other difference that distances them even from their community (Ukrainian, Slovak).

Especially Ukrainian immigrants, many of them queer, arriving in large (unprecedented) numbers into Czech Republic and Norway after the war started created a new situation that both organizations can help deal with. It is quite an unexplored territory in the Czech Republic. And even in Norway - where the integration process is very well-designed and organized - the situation is new (Norwegians do not have previous contact with Ukrainians like Czechs do, so they are also searching for the “right” way of integration). Norwegians will offer Czechs their “good practice” in designing and organizing workshops and courses for these immigrants, Czechs will offer their knowledge of the Ukrainian and Slovak post-communist mentality, values, and life-styles.

The project will be implemented in Czech Republic (Jiný Pohled z.s.) and in Norway (Skeiv Verden) in the form of conferences, workshops, and reports /articles, and a leaflet for governmental and NGO s.organizations). It is sponsored by the programme called the EEA Norway Grants, Fund for Bilateral Relations, represented by the Czech Ministry of Finance.

### **Article 1 – Scope and objectives**

1. This Partnership Agreement (hereinafter referred to as the “Agreement”) defines the rights and obligations of the Parties, the payment terms and dates, and sets forth the terms and conditions of their cooperation in the implementation of the Project, as described and defined in **Annex 1 (hereinafter referred to as the “Plan of activities”)**

2. The Parties shall act in accordance with the legal framework of the EEA/Norwegian Financial Mechanism 2014-2021, namely with the Regulation on the implementation of the EEA/Norwegian 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. According to the Act no. 340/2015 on the Contract Repository, MU is obliged to publish the text of the contract. The contract shall be made accessible to the general public, but personal data, signatures and bank account information shall be omitted.

### **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.

#### **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) transfer to the Project Partner's nominated bank account all payments due by the set deadline;
  - (e) 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 “*Plan of Activities*”. 2. In addition to the above obligations, the Project Partner shall promptly inform the Project Promoter on relevant circumstances that may have an impact on the correctness, timeliness and completeness of its performance.

#### **Article 6 – Project budget and eligibility of expenditures**

1. The allocation of the budget, amongst the activities to be performed by *Project Partner* is fixed in Annex 2 (“Budget”).

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.

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

1. Payment of the project grant share to the Project Partner shall take the form of payment for completed work (such as finalized articles, proof-reading of articles, research analysis, presence and presentations at public debates or conferences, and work during workshops fixed in Annex 2 “Budget”). *The payment of these activities and items shall be sent to the bank account of the Project Partner.*

2. Payment claims (invoices for academic work or alternatively by accounting documents of equivalent probative value.) shall be submitted to the Project Promoter by 30<sup>th</sup> June 2024 along with a confirmation from *responsible person within the Project Partner*, that the claimed expenditures are in accordance with the principles and rules set forth in this Agreement.

3. All amounts shall be denominated in Czech Crowns.

8. Payments to the Project Partner shall be made to the Project Partner’s bank account denominated in Czech Crowns, identified as follows:

Bank name: KB Brno-město

Bank branch address: XXXXX

Account name: XXXXX

IBAN: XXXXX

BIC/SWIFT: XXXXX

#### **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.

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

XXXXX (from the Promoter) will write 2 monitoring reports including financial expenditures - one report in the middle of the project (by the 30<sup>th</sup> of April, 2024) and one report at the end of the project (by October 30<sup>th</sup>, 2024).

### **Article 10 – Audit**

Audits can be carried out in line with Chapter 11 of the Regulation. Where the Project Partner is providing proof of expenditure in line with paragraphs 3 and 4 of Article 8.12 of the Regulation, the presentation of the audit report is sufficient for the purpose of financial audits.

### **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.

### **Article 12 – Intellectual property rights**

All Parties shall be entitled to use the results of the Project in its activities of the project. The right of beneficial use includes the right to produce copies of any final report or interim reports resulting from the Assignment, the right to make the results of the Project available to the general public and the right to use the results in further research and reports. The right of beneficial use does not comprise commercial exploitation unless otherwise agreed. That also applies to raw data resulting from the performance of the Project.

### **Article 13 – 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 14 – 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 15 – Termination or Postponement**

1. As for termination, either Party may terminate this Agreement in the event of a breach by the other Party of its obligations. The breach of obligations here means the case when the Project Promoter does not pay the Project Partner for their work as agreed (see the numbers in Annex 2 “Budget”).
2. In other cases (such as illness, inability to work for a while, etc.), the project’s deadline can be **postponed**. If - for any serious reason XXXXX cannot continue working on the project - a substitute worker would have to be offered in their place. In the case of Jiný Pohled z s., another worker from the team of Jiný Pohled z.s. would take upon the load of work of her absent colleague. The substitute researcher will be paid the same amounts of finances by the Project Promoter as the original researcher.
3. Neither the Project Partner (MUNI) nor the Project Promoter (Jiný Pohled z.s.) can terminate the contract without finishing their agreed work. The Programme Operator will not cover the costs within the project/initiative if the main aims and the bilateral aspect of the project are not met.

#### **Article 16 - 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 17 – Amendments**

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

#### **Article 18 – 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 19 – 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:

Jiný Pohled z.s. represented by XXXXX Address: XXXXX. Telephone: XXXXX

For the Project Partner:

The Psychology Research Institute (INPSY) , Joštova 10, Brno (XXXXX)

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 20 – 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 two originals, of which each Party has received one.

For the Project Promoter

For the Project Partner

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

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

Blanka Maderová, PhD.  
President of Jiný Pohled z.s.

prof. MUDr. Martin Bareš, Ph.D.  
Rector