

Partnership Agreement
for
the implementation of the Initiative No. EHP-BFNU-OVNKM-4-149-2024
“Bilateral cooperation between USN and BUT – Reliability and
sustainability of structures”
funded under the Fund for Bilateral Relations within the framework of
EEA and Norway Grants 2014-2021

between

Vysoké učení technické v Brně

Antonínská 548/1, 602 00 Brno

Česká republika

Business ID: 00216305

VAT: CZ00216305

Represented by: Ladislav Janíček

Function: rector

hereinafter referred to as the “Principal Investigator”

and

The University of South-Eastern Norway

Raveien 215

3184 Borre

Norway

Organizational ID: 911 770 709

VAT: 911770709MVA

Represented by: Lars Erik Øi

Function: Head of Department

hereinafter referred to as the “Project Partner”

hereinafter referred to individually as a “Project 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 Initiative.

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 Principle Investigator as defined in this Agreement. This Agreement shall enter into effect on the date of the publication in the Register of Contracts in accordance with Act No. 340/2015 Coll., on the Register of Contracts.

Article 3 – Main roles and responsibilities of the Parties

1. The cooperation between the Parties consist in establishing a platform for mutual knowledge sharing, expert discussion of the subject matter and establishment of professional collaboration in the form of two seminars organized at universities of both Parties. The seminars will include lectures by 3 + 3 Parties’ experts, followed by an expert panel discussion and technical tour to testing laboratories or specialized field sites.

Project Applicant tasks and responsibilities
<ul style="list-style-type: none"> • Preparation of detailed program of seminars and lecture materials in cooperation with the Project Partner. • Transferring part of the budget to the Project Partner for the salaries of the Norwegian experts, for the purchase of bus/train/air tickets and per diems in connection with the trip to the Czech Republic, and for catering during the seminar in Norway. • Organisation of a trip for 3 Czech experts to Norway. • Participation of 3 experts in 2 seminars, conducting lectures and panel discussions, organization of technical tour in the Czech Republic. • Provision of equipment and catering for the seminar in the Czech Republic. • Compilation of lecture materials and preparation of the seminar report in collaboration with the Project Partner. • Preparation of documents and commissioning of the financial audit by an independent auditor. • Preparation of the final report of the initiative.
Contact person (name and contacts details)
XXXXXX
Project Partner tasks and responsibilities

- Preparation of detailed program of seminars and lecture materials in cooperation with the Principal Investigator.
- Organisation of a trip of 3 Norwegian experts to the Czech Republic.
- Participation of 3 experts in 2 seminars, conducting lectures and panel discussions, organization of technical tour in Norway.
- Provision of equipment and catering for the seminar in Norway.
- Compilation of lecture materials and preparation of the seminar report in collaboration with the Principal Investigator.
- Provision of proof of expenditure demonstrating the use of funds for the purpose of the financial audit and preparation of the final report.
- Settlement of the funds provided and transfer of unspent funds back to the Principal Investigator's account.

Contact person (name and contacts details)

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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 Initiative.

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 Initiative.

6. The Principle Investigator is responsible for the overall coordination, management and implementation of the Initiative in accordance with the regulatory and contractual framework specified herein. It assumes sole responsibility for the successful implementation of the Initiative towards the Programme Operator. The Principle Investigator undertakes to, *inter alia*:

- (a) ensure the correct and timely implementation of the Initiative'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 Initiative's activities, and of any event that could lead to a temporary or final discontinuation or any other deviation of the Initiative;
- (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 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 Principle Investigator on relevant circumstances that may have an impact on the correctness, timeliness and completeness of its performance;
- (b) provide the Principle Investigator with all information necessary for the preparation of the Final Project Report within the deadlines and according to the reporting forms set by the Principle Investigator;
- (c) immediately inform the Principle Investigator 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 Initiative;
- (d) keep all supporting documents regarding the Initiative, 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) transfer to the Principal Investigator's nominated bank account all unspent funds due by the set deadlines;
- (f) 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;
- (g) 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.
2. Both parties acknowledge that for the Programme 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 Principle Investigator.

Article 5 – Financial management and payment arrangements

1. Payment of the project grant share to the Project Partner shall take the form of advanced payment.

2. The amount of the advance payment shall be 237 889 CZK and will be transferred to the bank account of the Project Partner specified in point 5.

3. The advance payment to the Project Partner shall be made no later than 10 working days of the crediting of the advance payment from the Programme Operator to the Principle Investigator's bank account or the date of validity of this Agreement, whichever is later.

4. All amounts shall be denominated in CZK. The currency exchange rules for such expenditure and its reimbursement are as follows: exchange rate of the Project Party's bank valid on the date of realization of an expenditure.

5. The Project Partner's bank account denominated in NOK is identified as follows:

Name of bank	XXXXXX
Full address of bank (branch)	XXXXXX
Name of account holder	Universitetet I Sørøst-Norge
Address of account holder	Postboks 4, 3199 Borre
Account number / IBAN	XXXXXX
BIC / Swift codes	XXXXXX
Variable symbol (if applicable)	XXXXXX

6. The Principle Investigator's bank account denominated in CZK is identified as follows:

Name of bank	XXXXXX
Full address of bank (branch)	XXXXXX
Name of account holder	Vysoké učení technické v Brně
Address of account holder	Veveří 95, 602 00 Brno
Account number / IBAN	XXXXXX
BIC / Swift codes	XXXXXX
Variable symbol (if applicable)	XXXXXX

7. Payments shall be deemed to have been made on the date on which Parties' accounts are debited.

Article 6 – Proof of expenditure and financial reporting

1. Expenditure is eligible for the period of the initiative, i.e. from 1 April 2024 to 31 July 2024. Proof of expenditure shall be provided by the Project Partner to the Principle Investigator to the extent necessary for the Principle Investigator to comply with its obligations to the Programme Operator on an ongoing basis and no later than 20 August 2024.

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 Principal Investigator / Auditor will review the proof of expenditure. Once the expenditure has been reconciled, the Principle Investigator will inform the Project Partner. The Project Partner will then transfer unspent funds (if any) back to the Principal Investigator's bank account within 10 working days.

4. The Project Partner will take active part in the reporting phases by sending in a timely manner to Principle Investigator all the necessary information, which the Principle Investigator 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.

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 Principle Investigator.

Article 12 – Suspension of payments and reimbursement

1. In cases where a decision to suspend payments and/or request reimbursement from the Principle Investigator 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 Principle Investigator 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 Principle Investigator may terminate this Agreement with immediate effect.

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 Principle Investigator 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.

For the **Principle Investigator**

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Vysoké učení technické v Brně

Signed in: Brno

Date:

Name: doc. Ing. Ladislav Janíček, Ph.D., MBA,
LL.M.

Function: rector

Stamp of the Principle Investigator (if applicable)

For the **Project Partner**

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The University of South-Eastern Norway

Signed in: Porsgrunn

Date:

Name: Lars Erik Øi

Function: Head of Department

Stamp of the Project Partner (if applicable)

Annex I – Project partner's budget

Budget items	Amount allocated to the project partner in CZK
Personnel costs (fees for experts)	100 050
Travel costs	55 500
Refreshment (catering) costs	21 600
Daily lump sum (Norwegian experts)	60 739
Total	237 889