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PARTNERSHIP AGREEMENT

Agreement between the Project Lead Partner and the Partners for the implementation of the Interreg CENTRAL EUROPE project



Agreement between the Lead Partner and the Partners for the implementation of the Interreg CENTRAL EUROPE project CE0200857 GreenChemForCE

(Partnership agreement)

Having regard to:

- the legal framework as in § 1 of the subsidy contract signed between the managing authority (hereinafter referred to as MA) and Charles University acting as lead partner (hereinafter referred to as LP) of the project ID CE0200857, acronym GreenChemForCE and in particular Article 26(1)(a) of the Regulation (EU) 2021/1059 (hereinafter referred to as the Interreg Regulation) and
- § 10 of the subsidy contract signed between the MA and the aforementioned LP on 3rd May 2024;

the following agreement shall be made between:

Charles University, Ovocný trh 560/5, 116 36, Praha 1, represented by Jiří Zima (Lead Partner)

and

Association of Chemical Industry of the Czech Republic, Rubeška 393/7, 190 00, Praha 9, represented by I (Partner 2)

Zentiva k.s., U Kabelovny 130/22, 102 37, Praha - Dolní Měcholupy, represented by (Partner 3)

The Servier Research Institute of Medicinal Chemistry, Záhony utca 7, 1031, Budapest, represented by (Partner 4)

Eötvös Loránd University, Egyetem tér 1-3, 1053, Budapest, represented by (Partner 5)

TU Wien, Karlsplatz 13, 1040, Wien, represented by Peter Ertl (Partner 6)

University of Ljubljana, Kongresni trg 12, 1000, Ljubljana, represented by (Partner 7)

Chamber of Commerce and Industry of Štajerska, Ulica talcev 24, 2000, Maribor, represented by (Partner 8)

VTL GmbH, Rudolf-von-Alt-Platz 4/13, 1030, Wien, represented by (Partner 9)

for the implementation of the Interreg CENTRAL EUROPE project CE0200857, Bringing Green Chemical Production Forward in Central Europe, GreenChemForCE, approved by the Monitoring Committee (hereinafter referred to as MC) of the Interreg CENTRAL EUROPE Programme (hereinafter referred to as Interreg CE) on 5th February 2024 in Vienna.

§ 1

Definitions

1. For the purposes of this partnership agreement the following definitions apply:
 - a. Project partner (hereinafter referred to as “PP”): any institution financially participating in the project and contributing to its implementation, as identified in the approved application form. It corresponds to the term “beneficiary” as defined in annex 1 to the programme manual.
 - b. Lead partner: the project partner who takes the overall responsibility for the submission and the implementation of the entire project according to Article 26 (1) (b) of the Regulation (EU) 2021/1059.
 - c. Associated partner: any institution/body involved as observer in the project without financially contributing to it, as identified in the approved project application form.

§ 2

Subject of the agreement

1. This partnership agreement lays down the arrangements regulating the relations between the LP and all PPs in order to ensure a sound implementation of the project CE0200857, Bringing Green Chemical Production Forward in Central Europe, GreenChemForCE as in the latest version of the approved application form as well as in compliance with the conditions for support set out in the European Structural and Investment Funds Regulations, delegated and implementing acts, the programme rules based thereon and the subsidy contract signed between the MA and the LP.
2. The LP and all PPs commit themselves in jointly implementing the project in accordance with the latest version of the approved application form, with the aim to reach the objectives of the project. This also includes the commitment to produce qualitative outputs and to achieve the results set in the application form.
3. The LP and all PPs declare to have carefully read and accepted the legal framework and the other relevant norms affecting the project. In case that changes to the subsidy contract affect the partnership agreement, this document shall be adjusted accordingly.
4. The annexes to this partnership agreement form an integral part of this agreement and comprise *inter alia*: copy of the latest version of the approved application form (Annex 1); copy of the subsidy contract signed between the MA and the LP, including any revision(s) (Annex 2); list of bank accounts of the PPs (Annex 3).
5. The present partnership agreement serves also explicitly as written power of attorney of the PP to LP and authorises the latter to perform the specific duties and responsibilities as set out below, with the provision that LP shall not be entitled to act or to make legally binding declarations on behalf of any PP, unless otherwise stated in the subsidy contract.
6. Each PP takes note the disbursement of the subsidy is subject to the condition that the European Commission makes the funds available. In case of non-availability of funds the LP cannot be deemed responsible for late or missing payments.

§ 3

Duration of the agreement

This partnership agreement shall enter into force as from the date of the last signature of this agreement. It shall remain in force until the LP has discharged in full its obligations towards the MA - as provided for in § 4 of the subsidy contract signed between the MA and the LP.

§ 4

Partnership

All PPs entitle the LP to represent the PPs in the project. They commit themselves to undertake all steps necessary to support the LP in fulfilling its obligations as specified in the subsidy contract signed between the MA and the LP as well as in this agreement.

§ 5

Project management: obligations of the lead partner

1. The LP shall assume the sole responsibility towards the MA for the implementation, management and coordination of the entire project and fulfil all obligations arising from the subsidy contract.
2. The obligations of the LP are listed in the subsidy contract, enclosed to this agreement as Annex 2.
3. In addition, the LP is obliged to:
 - a. Take all the necessary actions to comply with the requirements indicated in the programme manual;
 - b. Ensure to take all the necessary measures in order to avoid that the subsidy contract is terminated by the MA and thus to avoid that the partnership is asked to repay the subsidy according to § 17 of the subsidy contract.

§ 6

Project management: obligations of the project partners

1. Each PP shall comply with the relevant legal and other requirements under the law which applies to it, especially with the European Union's and national legislation as set out in § 1 of the subsidy contract (Annex 2) and its annexes. Furthermore, each PP shall ensure that all necessary approvals (e.g. building permissions, environmental impact assessment statements) have been obtained. In particular, for the part of the project for which it is responsible, each PP shall ensure:
 - a. that it is in compliance with relevant rules concerning public procurement, competition and entry into the markets, sustainable development and environment protection, equal opportunities and non-discrimination, gender equality, branding, financial management and State aid;
 - b. that it is implemented in observation of the rules and procedures set in the programme manual (e.g. with regard to monitoring the project physical and financial progress, recording and storing of documents, written requests for project modifications, implementation of information and publicity measures etc.);
 - c. that in case of funds granted under State aid, all necessary requirements provided for in the applicable EU, national and programme rules, as recalled in § 1 of the subsidy contract, are respected by the PPs concerned.
 - d. that programme requirements on eligibility of expenditure, as provided for in the programme manual and in line with § 5 of the subsidy contract signed between the MA and the LP, are strictly respected.
2. In accordance with the provisions of the Regulation (EU) 2016/679 (General Data Protection Regulation) in its valid version, the MA is entitled to process personal data of the LP and all PPs, which are contained in the approved application form and which are acquired in the organs and authorised representatives of the following bodies and authorities: national control bodies and bodies and authorities involved in audits carried out for the programme, European Commission, auditing bodies of the European Union and the City of Vienna, the Federal Ministry of Finance of the Republic of Austria or any other institution responsible for conducting audits or controls according to European Union's or national laws. In addition, the MA is entitled to process such data and to share them with other programmes in order to implement

their tasks linked to European anti-corruption policy and to make such data available to bodies and authorities for evaluation and monitoring purposes.

Furthermore, the programme bodies may use the names and addresses of all project partners, the purpose and the amount of the subsidy in the framework of information and communication measures concerning the programme as well as reporting to the European Commission.

The parties shall, where necessary, conclude a separate data processing, data sharing and/or joint controller agreement before any data processing or data sharing takes place.

3. Each PP shall set up a physical and/or electronic archive which allows storing data, records and documents composing the audit trail, in compliance with requirements described in the programme manual. The location of the above-mentioned archive is indicated in the programme electronic monitoring system (hereinafter referred to as Jems) and each PP commits itself to promptly inform the LP on any change of location.
4. Each PP shall give access to the relevant authorities [MA, joint secretariat (hereinafter referred to as JS), Audit Authority, Commission Services and national and EU controlling institutions] to its business premises for the necessary controls and audits, as further ruled in § 17.
5. Each PP shall ensure that its part of activities to be implemented in the approved project is not fully or partly financed by other EU Programmes.
6. Each PP shall ensure that the following project and financial management conditions are fulfilled:
 - a. To timely start as well as to implement the part(s) of the project for which it is responsible in due time and in compliance with the approved application form ensuring, in quantitative and qualitative terms, the delivery of its planned project activities, outputs and results;
 - b. To appoint a local coordinator for the part(s) of the project for which it is responsible and to give the appointed coordinator the authority to represent the partner in the project so that to ensure a sound project management;
 - c. To immediately notify the LP of any event that could lead to a temporary or permanent discontinuation or any other deviation of the part(s) of the approved project for which the PP is responsible;
 - d. To provide experts or bodies authorised by the Interreg CENTRAL EUROPE Programme carrying out project evaluations and/or studies with any document or information requested for evaluation purpose. Information might be provided also through surveys and/or interviews;
 - e. To promptly react to any request made by the MA/JS through the LP;
 - f. That expenditure reported to the LP has been incurred for the purpose of implementing the project and correspond to the activities described in the latest version of the approved application form;
 - g. That in case one or more output and result targets, as set in the latest approved version of the application form, are not successfully reached, adequate corrective measures are put in place to ensure the project performance as well as to minimise the impact at programme level (e.g. adaptation of the project to the changed situation) following the procedures specified in the programme manual;
 - h. To immediately inform the LP if costs are reduced or any of the disbursement conditions ceases to be fulfilled, or circumstances arise which entitle the MA to reduce payment or to demand repayment of the subsidy in whole or in part;
 - i. To install a separate accounting system for the settlement of the project and safeguard that the eligible costs as well as the received subsidies can be clearly identified.
7. In the circumstance that any of the PPs is in the situation of undertaking in difficulty, within the meaning of point (18) of Article 2 of Regulation (EU) No 651/2014 as well as in compliance with Article 7 (1) (d) of Regulation (EU) 2021/1058 (hereinafter referred to as the ERDF Regulation), the concerned PP is to immediately inform the LP that shall in turn immediately inform the MA/JS.

§ 7

Project steering committee

1. For a sound implementation and management of the project, a steering committee shall be set up in line with provisions of the programme manual.
2. The steering committee is the decision-making body of the project and it shall be composed by representatives of the LP and all PPs duly authorised to represent the respective LP and PP institutions. It shall be chaired by the LP and it shall meet on a regular basis. Associated partners shall be invited to take part in the steering committee in an advisory capacity. External key stakeholders may also be invited to take part to one or more meetings in an observer/advisory capacity.
3. The steering committee shall at least:
 - a. be responsible for monitoring and validating the implementation of the project and the achievement of the planned results as in the approved application form;
 - b. perform the financial monitoring of the project implementation and to decide on any budget modifications as in § 11 of this agreement;
 - c. monitor and manage deviations of the project implementation;
 - d. decide on project modifications (e.g. partnership, budget, activities, and duration) if needed;
 - e. be responsible for the settlement of any disputes within the partnership (as stipulated in § 21 of this agreement).
4. The steering committee shall not deliberate and decide validly in meetings unless two-thirds (2/3) of its Members are present or represented (quorum). If the quorum is not reached, the chairperson of the steering committee shall convene another ordinary meeting within 15 calendar days. If in this meeting the quorum is not reached once more, the chairperson shall convene an extraordinary meeting which shall be entitled to decide even if less than the quorum of Members is present or represented.
5. The steering committee was established during the Kick-off meeting. Each PP is represented by one member in the steering committee.
6. The Steering Committee is authorized to make various types of decisions related to the project. The following protocols shall govern the decision-making process
 - a. Routine Decisions: Routine decisions, such as minor budget reallocations and scheduling adjustments, can be made without holding a formal meeting. These decisions may be conducted through electronic communication and voting.
 - b. Major Decisions: Major decisions, including changes to the project scope and modifications to the partnership, require a formal meeting and thorough discussion among the Steering Committee members.
 - c. Emergency Decisions: In cases requiring immediate action, the chairperson is authorized to make emergency decisions. These decisions must be subject to subsequent ratification by the Steering Committee at the next meeting.
7. Meetings of steering committee may be held by means of teleconference, videoconference, or other electronic communication methods. Participation in a meeting pursuant to this provision shall constitute presence in person at such meeting. Decisions made during such online meetings shall be as valid and effective as those made during in-person meetings, provided that all other quorum and procedural requirements are met.
8. Each partner will be able to send an alternate to the steering committee meeting if the primary representative is unavailable. The alternate will have voting rights only if a power of attorney signed by the primary representative is provided.
9. Each representative of the LP and PPs shall have one vote. Decisions shall be made by a simple majority vote for Routine decisions and ratification of Emergency Decisions, and by 2/3 for Major Decisions, as defined in § 11.6 of this agreement. In case of a tie, the chairperson (LP representative) shall have the casting vote.

10. The chairperson shall be responsible for taking minutes of each meeting which shall be the formal record of all decisions taken. He/she shall send draft minutes to all Members within 10 calendar days of the meeting. The minutes shall be considered as accepted if, within 10 calendar days from receipt, no Party has sent an objection to the chairperson with respect to the accuracy of the draft minutes by written notice. The chairperson shall send the accepted minutes to all the Members, who shall retain copies of them.
11. A PP which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the steering committee may exercise a veto with respect to the corresponding decision or relevant part of the decision.
12. When the decision is foreseen on the original agenda, a PP may only veto such a decision during the meeting.
13. When a decision has been taken on a new item added to the agenda before or during the meeting, a PP may veto such decision during the meeting or within 15 calendar days after receipt of the draft minutes of the meeting.
14. When a decision has been taken without a meeting a PP may veto such decision within 15 calendar days after receipt of the written notice by the chairperson of the outcome of the vote.
15. In case of exercise of veto, the PPs shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all PPs and LP.
16. A PP may neither veto decisions relating to its identification to be in breach of its obligations nor to its identification as a defaulting party. The defaulting party may not veto decisions relating to its participation and termination of the Partnership Agreement or the consequences of them.
17. A PP requesting to leave the Partnership Agreement may not veto decisions relating thereto.
18. Further aspects, including the creation of sub-groups or task forces, may be set out in the rules of procedure of the steering committee.

§ 8

Financial management and accounting principles

In line with § 6 of this agreement, each PP is responsible towards the LP for guaranteeing a sound financial management of its budget as indicated in the latest version of the approved application form, and pledges to release its part of the co-funding. To this purpose, a separate accounting system must be set in place. The funds will be disbursed in Euro (EUR; €) only. Any exchange rate risk will be borne by the each PP.

§ 9

Reporting and requests for payment

1. Each PP may only request, via the LP, payments of the contribution from the European Regional Development Fund (hereinafter referred to as ERDF) by providing proof of progress of its respective part(s) of the project towards the achievement of the outputs and results as set in the approved application form, in compliance with the principle of sound financial management (as determined by the principles of economy, efficiency and effectiveness) and by demonstrating the utility derived from any purchases. To this purpose, each PP commits to providing the LP with complete and accurate information needed to draw up and submit joint progress reports and, where possible, the main outputs and deliverables obtained in line with the approved application form. Joint activity reports and joint finance reports shall be submitted to the MA/JS following the procedures set in the programme manual and in observation of deadlines set in the overview table of reporting targets and deadlines enclosed to the subsidy contract (see annex 2).

2. In addition, in order to allow the LP to submit to the MA payment requests, enclosed to the joint finance reports, every PP shall submit to the LP its certificates confirming the eligibility of expenditure, following verifications performed according to § 10.
3. In order to meet the deadlines mentioned in § 9.1, each PP commits itself to deliver to the LP the certification from the national controller 5 working days before the deadlines set in the subsidy contract for submitting the concerned periodic joint progress reports. All the other necessary information and documents will be delivered to the LP 15 working days before the deadlines set in the subsidy contract for submitting the concerned periodic joint progress reports.
4. Requests for postponement of the reporting deadlines may be granted only in exceptional and duly justified cases. They shall be asked by the LP to the MA via the JS at the latest one week prior to the due deadline.
5. In line with § 11.5 of the subsidy contract, the LP shall confirm that the expenditure reported by each PP has been incurred by the PP for the purpose of implementing the project, that it corresponds to the activities laid down in the approved application form and that it has been verified by the national controller.
6. If the LP casts doubts on the project relevance of any expenditure items claimed by a PP, the LP shall clarify the issue with the concerned PP with the aim of finding an agreement on the expenditure to be claimed and the corresponding activities to be reported as project-relevant. In the case that such agreement cannot be found, the procedure as stated in the programme manual will be followed.
7. Payments not requested in time and in full or non in compliance with the payment schedule as indicated in the overview table of reporting targets and deadlines annexed to the subsidy contract may be lost. In case of decommitment of funds § 18.5 applies.
8. In order to proceed with the analysis of periodic joint progress reports, each PP must provide additional information if the LP or the MA/JS deem that necessary. Additional information requested by the MA/JS are to be collected and sent by the LP within the demanded time frame.
9. The MA reserves the right not to accept - in part or in full - certificates of expenditure as described in § 10 of this agreement, in line with provisions of § 6.4 of the subsidy contract.
10. Following the approval of the joint finance report by the MA/JS and the respective ERDF funds have been transferred to the LP account, unless otherwise specified in the partnership agreement, the LP shall forward the respective ERDF share to each PP without any delay and in full to their bank accounts as indicated in Annex 3. Changes of the account number shall be duly notified to the LP.
11. The maximum acceptable delay for transferring the ERDF to the PPs is of 5 working days. In exceptional and duly justified cases, LPs which are public authorities may benefit from an extension of the aforementioned deadline in order to comply with internal administrative procedures in transferring public funds. In case of unjustified delays in the transfer of ERDF funds to the PPs which are imputable to the LP, the PPs may claim interest rates which the LP shall exclude from the approved project budget.
12. The LP shall provide all PPs with copies of any report and documentation submitted to the MA/JS and keep the PPs informed about all relevant communication with MA or JS, in line with § 11.7 of the subsidy contract.
13. Details on the contents of the reports on the verification of expenditure, on the reimbursement of funds and on the related procedural rules are laid out in the programme manual, the contents of which each PP accepts.
14. Each PP takes note the MA, through the programme joint secretariat (hereinafter referred to as JS), may request relevant information at any time. That information must be provided by the concerned PP within the demanded time frame.

§ 10

Verification of expenditure

1. Each joint finance report submitted by the LP to the MA via the JS must be accompanied by certificates

confirming the eligibility of expenditure, both at the LP and the PPs level, issued by national controllers as referred to in Article 46(3) of the Interreg Regulation, according to the system set up by each Member State and in compliance with the requirements set by the legal framework listed in § 1 of the subsidy contract. Certificates of expenditure shall be accompanied by the compulsory elements presented in the programme manual (i.e., the control report and checklist). The project partners shall deliver all necessary documents in order to enable the LP to fulfil its obligations. To this end, the partnership may agree on internal rules and delivery procedures.

2. National controllers will base their work on the rules provided by each Member State and the requirements set in the respective EC Regulations and in the programme manual.
3. PPs from countries having set a decentralised control system ensure that controllers were selected in accordance with the system set up by each Member State and they meet the requirements of qualification and independence presented in the programme manual. Furthermore, these PPs acknowledge that the MA reserves the right, after agreement with the national responsible institution, to require that the controller directly selected by a PP is replaced if considerations, which were unknown when the subsidy contract was signed, cast doubts on the controller's independence or professional standards.
4. Each PP is to notify to the LP on its national controllers that, in accordance with the system set up by each Member State, shall carry out the verification of the expenditure of the PP. National controllers are identified in the Jems.
5. Any change of control authority/institution or name of controller(s) shall be duly notified to the LP who has subsequently to notify the MA via the JS.

§ 11

Project modifications

1. Project modifications shall be requested by the LP in accordance with the rules and procedures stated in the programme manual. Where relevant, in order to come into effect, modifications must be approved by the relevant programme body/ies.
2. In the application documents the contribution of the LP and each PP are clearly defined. Changes in the project partnership require the prior approval of the relevant programme bodies as outlined in the programme manual. However, once approved, they are valid retrospectively starting from the date indicated in the written approval given by the JS.
3. With regard specifically to budget modifications, each PP may only apply changes in its approved budget if they comply with the flexibility rules stated in the programme manual and if prior approval from the LP or the programme bodies has been provided, as appropriate. To this purpose, each PP shall timely inform the LP on any request of revision of its budget in respect to its original commitment.
4. In case of changes in the partnership, this partnership agreement shall be amended accordingly and signed by the LP and the PPs, including the new PP (if applicable).

§ 12

Communication and branding

1. The LP and the PPs shall ensure adequate (ie. compliant with legislation) promotion of the project both towards potential beneficiaries of the project results and towards the general public.
2. Unless the MA requests otherwise, any notice or publication made by the project including presentations at conferences or seminars, shall point out that the present project was implemented through financial assistance from ERDF funds of the Interreg CENTRAL EUROPE Programme, as required by Annex IX of Regulation (EU) 2021/1060 (hereinafter referred to as CPR). All information, communication and branding measures of the project shall be carried out in accordance with the aforementioned rules, the latest version of the approved application form, the programme manual and any other guidelines issued by the programme on the matter. The LP shall take care that the PPs comply with these requirements and provide them with relevant documents and any programme guidelines.

3. The LP must ensure that all the PPs and itself respect the additional branding requirements as laid down in the programme manual which forms an integral part of this agreement.
4. Each PP shall ensure that any notice or publication relating to the project made in any form and by any means, including digital and online, states that it only reflects the author's view and that the programme authorities are not liable for any use that may be made of the information contained therein.
5. All PPs also take the full responsibility for the content of any notice, publication and marketing product provided to the MA which has been developed by the PPs or third parties on behalf of the PPs. The PPs are liable in case a third party claims compensation for damages (e.g. because of an infringement of intellectual property rights). The PPs will indemnify the LP in case the LP suffers any damage because of the content of the publicity and information material defined in this point.
6. Each PP shall comply with all publicity, communication and branding obligations (e.g. on the use of the programme logo, information requirements, organisation of events etc.) as further specified in the programme manual and any other guidelines issued by the programme on the matter. PPs agree that the project acronym shall not be used for any commercial purposes or to generate profits.
7. In line with Article 49 (3) of the CPR, the MA is authorised to publish the following information:
 - (a) name of the LP and its PPs;
 - (b) name of the project;
 - (c) the project summary including project purposes and its expected achievements;
 - (d) abstract of progress reports with the project actual achievements;
 - (e) start date of the project;
 - (f) expected or actual date of completion of the project;
 - (g) the ERDF funding and the total cost of the project;
 - (h) the programme specific objective concerned;
 - (i) the location indicator or geolocation for the project and the countries concerned;
 - (j) the location of the LP and its PPs;
 - (k) the type of intervention for the project in accordance with point (g) of Article 73 (2) of the CPR.
8. The MA is entitled to furthermore use these data for information and communication purposes as listed in Annex IX of the CPR, cited in § 1 of the subsidy contract.
9. The MA on behalf of the MC and of other programme promoters at national level is entitled to use the outputs and results for information and communication actions in respect of the programme. All PPs agree that information about outputs is forwarded by the MA to other programme authorities as well as the Member States taking part in the programme to use this material to showcase how the subsidy is used.
10. For the purpose of meeting the objectives as set out in § 9.1 of this agreement, each PP shall provide evidence of the deliverables and outputs produced as further specified in the programme manual.
11. The LP shall ensure that communication and visibility material including at the level of PPs is made available upon request to the MA (and further to EU institutions, bodies, offices or agencies) and that a royalty-free, non-exclusive and irrevocable licence to use such material and any pre-existing rights attached to it is granted to the MA (and further EU institutions, bodies, offices or agencies) in accordance with Annex IX of the CPR.

§ 13

Assignment, legal succession

1. The LP and the PPs, in exceptional cases and in well-founded circumstances, are allowed to assign their duties and rights under this agreement only after prior written consent of the programme bodies and in compliance with the procedure for project modification specified in the programme manual.
2. Where according to national laws the legal personality does not change and where all assets of a PP are taken over so that a deterioration of the financial capacity of the acquiring institution is not to be expected (i.e. in cases of universal succession) prior consent by the MA is not necessary. However, the

concerned PP shall submit in due time to the MA/JS via the LP related information together with all documents that are necessary to analyse the legal case. If the MA/JS comes to the conclusion the conditions as stated above are not fulfilled (e.g. in cases of a singular succession), the LP will be informed that a project modification procedure as stated in § 13.1 has to be initiated.

3. In case of assignment or any form of legal succession of the LP or PP, the LP or the concerned PP is obliged to assign all rights and obligations and all project related documents to each and any assignee or legal successor. Related reports to the MA/JS as requested in the programme documents have to be forwarded by the LP.
4. In case § 13.1 applies, the present agreement shall be amended accordingly.

§ 14

Cooperation with third parties and outsourcing

1. In the event of outsourcing, the PPs must abide by EU, national and programme rules on public procurement and shall remain the sole responsible parties towards the LP and, through the LP, to the MA concerning compliance with their obligations by virtue of the conditions set forth in this agreement including its annexes.
2. In case of financial involvement of associated partners, this must not enter in conflict with public procurement rules. Expenditure incurred by the associated partners shall be finally borne by any of the PPs or by the LP in order to be considered as eligible and on condition that this is allowed by national or programme rules.

§ 15

Liability

1. According to § 10 of the subsidy contract, the LP bears the overall financial and legal responsibility for the project and for the PPs towards the MA and third parties.
2. Within the partnership, each party to this agreement shall be liable to the other parties and shall indemnify and hold harmless such other party for and against any liabilities, damages and costs resulting from the non-compliance of its duties and obligations as set forth in this agreement and its annexes or of other legal norms. Eventual repayment of undue funds by the PPs to the LP, for which the LP is liable towards the MA is ruled in § 18 of the present agreement.
3. The LP shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the project is being carried out as stipulated in § 10.9 of the subsidy contract. The LP is entitled to subrogate against the PP that caused the damage. The PP causing damage shall be liable to the LP therefore.
4. The parties to this agreement accept that the MA cannot be under any circumstances or for any reason whatsoever held liable for damage or injury sustained by the staff or property of the LP or any PP while the project is being carried out. No claims can be accepted by the MA for compensation or increases in payment in connection with such damage or injury.
5. No party shall be held liable for not complying with obligations ensuing from this agreement in case of force majeure as described in § 23 of this agreement.
6. No party shall be responsible to any other party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.
7. A party's aggregate liability towards the other parties collectively shall be limited to once the party's share of the total costs of the project.

8. A party's liability shall not be limited under either 15. § 6. or 15. § 7. to the extent such damage was caused by a wilful act or gross negligence or to the extent that such limitation is not permitted by law.

§ 16

Non-fulfilment of obligations

1. Each PP is obliged to promptly inform the LP and provide all necessary details should there be any event that could jeopardise the implementation of the project.
2. Each PP is directly and exclusively responsible towards the LP and the other PPs for the due implementation of its part(s) to the project as described in the approved application form as well as for the proper fulfilment of its obligations as set out in this agreement. Should a PP not fulfil its obligations under this agreement in due time, the LP shall admonish the PP to fulfil such obligations within reasonable deadlines set by the LP with the provision that in case of giving a suitable reason PP has the right to object to the deadline and request an extension. The LP shall make any effort in resolving the difficulties, including seeking the assistance of the MA/JS. Should the non-fulfilment continue, the LP may decide to exclude the PP concerned from the project prior approval of the other PPs. The MA and JS shall be immediately informed of such an intended decision.
3. The excluded PP is obliged to refund to the LP any programme funds received for which it cannot prove that, on the day of exclusion, ERDF received for the project was used for activities carried out, and deliverables/outputs obtained, for the benefit of the project and that such activities and deliverables/outputs can be used for the further implementation of the project. The excluded PP is liable to compensate any justified damage to the LP and the remaining PPs due to its exclusion and occurred in connection with the actionable conduct of the excluded PP.
4. The excluded PP has to keep documents for audit purposes according to what stated in § 6.3 of this agreement.
5. The LP and all PPs herewith oblige themselves to compensate each other for those justified damages that may result from their own intentional or gross negligence, non-performance or mal-performance of any of their obligations under the present agreement.
6. In case of non-fulfilment of PP obligations having financial consequences for the funding of the project as a whole, the LP may demand compensation from the responsible PP to cover the sum involved.

§ 17

Financial controls, audits

1. The European Commission, the European Anti-Fraud Office (OLAF), the European Court of Auditors (ECA) and, within their responsibility, the auditing bodies of the participating EU Member States or other national public auditing bodies as well as the Programme audit authority, the MA and the JS are entitled to audit the proper use of funds by the LP or by its PPs or to arrange for such an audit to be carried out by authorised persons. The LP and PPs will be notified in due time about any audit to be carried out on their expenditure.
2. Each PP undertakes all the necessary actions to comply with the fundamental requirements indicated in this agreement, the subsidy contract, the applicable laws and programme documents (programme manual and the call-specific Terms of Reference), which are an integral part of this agreement, to provide for comprehensive documentation on compliance with those norms and the accessibility to this documentation in line with § 6.4. Besides the obligations with regard to reporting and information each PP particularly:
 - a. Keeps all documents and data required for controls and audits safely and orderly;
 - b. Makes all necessary arrangements to ensure that any audit, notified by a duly authorised institution as indicated in § 17.1 can be carried out smoothly; and

- c. Provides any requested information to these institutions about the project and gives access to their business premises, provides and gives access to all the information and documents supporting the audit trail as requested in the European Structural and Investment Funds Regulations, delegated and implementing acts and the programme manual.
3. Each PP shall promptly inform the LP about any audits that have been carried out by the bodies mentioned in § 17.1 of this agreement.
4. If, as a result of the controls and audits any expenditure is considered non eligible according to the regulatory framework as in § 1 of the subsidy contract, the procedure described in § 18 and § 9.9 of this agreement shall apply.

§ 18

Withdrawal or recovery of unduly paid-out funds, decommitment of funds

1. Should the MA in accordance with the provisions of the subsidy contract, the programme manual and § 9.9 of this agreement, demand the repayment of subsidy already transferred to the LP, every PP is obliged to transfer its portion of undue paid out amount to the LP in compliance with Article 52 (1) of Regulation (EU) 2021/1059. The LP shall, without delay, forward the letter by which the MA has asserted the repayment claim and notify every PP of the amount repayable. Alternatively and when possible, the repayment amount will be offset against the next payment of the MA to the LP or, where applicable, remaining payments can be suspended. In case repayment is deemed as necessary, this repayment is due within one month following the date of the letter by which the MA asserts the repayment claim to the LP. The LP shall be entitled to set an internal deadline to the concerned PPs in order to meet the MA requests. The amount repayable shall be subject to interest according to § 13.3 of the subsidy contract. Further provisions of the subsidy contract shall apply by analogy.
2. In case the PP does not repay the LP the irregular amounts by the deadline specified in the recovery letter, the LP informs the MA without delay. In duly justified cases, the MA informs the Member State, on whose territory the PP concerned is located in order to recover the unduly paid amounts from this Member State. Therefore, the respective Member State is entitled to claim the unduly paid funds that have been reimbursed to the MA from the PP.
3. In case that more PP can be held responsible for the request for repayment, the amount to be repaid shall be apportioned between all PPs pro rata and limited to their total project budget share.
4. Bank charges incurred by the repayment of amounts due to the MA via the LP shall be borne entirely by the concerned PPs.
5. If decommitment of funds apply in compliance with § 9.7 and provisions of the programme manual, the PPs herewith agree that the deduction shall be imputed to those PPs that have contributed to the decommitment of funds unless a different decision is taken by the MC. Deduction of funds shall be done in a way not to jeopardise future involvement of PPs and implementation of activities.

§ 19

Ownership - Use of outputs

1. Each party shall retain all right, title and interest in any patent, patent application, trade secret, know-how and other intellectual property that was owned by such party prior to the date of this Agreement and no license grant or assignment, express or implied, by estoppels or otherwise, with regard thereto is intended by, or shall be inferred from, this Agreement.

2. Ownership, title and industrial and intellectual property rights in the results of the project and the reports and other documents relating to it shall, depending on the applicable national law, vest in the LP and/or its PPs.
3. Where several members of the partnership (LP and/or PPs) have jointly carried out work generating outputs and where their respective share of the work cannot be ascertained, they shall have joint ownership on it/them with the same co-ownership share.
4. In case of joint ownership, the following provisions shall apply:
 - a. Decision-Making: All decisions regarding the jointly owned property must be made jointly by all co-owners according to the co-ownership share.
 - b. Profit and Loss Sharing: Profits and losses associated with the jointly owned property shall be shared according to the co-ownership share, unless otherwise agreed in writing.
 - c. Transfer of Ownership: Any co-owner wishing to transfer their interest in the jointly owned property must first offer their share to the other co-owners on the same terms as any third-party offer.
 - d. Dispute Resolution: Any disputes arising from the joint ownership shall be resolved through mediation or arbitration before any legal action is taken.
 - e. Maintenance and Expenses: All costs related to the maintenance, taxes, and other expenses of the jointly owned property shall be shared according to the co-ownership share.
 - f. Use: Each party is entitled to use the outputs achieved during the project for the fulfilment of this Agreement; after the end of the project, proceed according to letter a. above.

These provisions shall be in line with § 25.7 of this Agreement.
5. The ownership of outputs having the character of investments in infrastructure or productive investments realised within the project must remain with the concerned LP and/or PPs according to the timeframe as well as under the conditions set in Article 65 of the CPR. Should any of the conditions set by the mentioned Regulation not be met at a certain point of time, the MA/JS must be immediately informed by the concerned LP or PP. The MA will recover the unduly paid ERDF contribution in proportion to the period for which the requirements have not been fulfilled.
6. The MA reserves the right to use the outputs and results for information and communication actions in respect of the programme.

§ 20 Confidentiality

1. The Project Partners hereby agree to make all outputs directly resulting from the project publicly accessible. Notwithstanding the foregoing, any information exchanged between the Project Partners during the implementation of the project shall be deemed confidential in accordance with the definitions set forth in § 20 of this Agreement. Such confidential information shall be handled in strict compliance with the terms and conditions specified herein.
2. For the purposes of this Partnership agreement, confidential information means any data or proprietary information of the Discloser that is not generally known to the public or has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:
 - a. any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;

- b. any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases;
 - c. any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the Discloser's past, present or future business activities, or those of its affiliates, Entities under the Same Control subsidiaries and affiliated companies;
 - d. trade secrets; plans for products or services, and customer or supplier lists;
 - e. any other information that should reasonably be recognized as confidential information by the Discloser.
3. The Discloser and the Recipient agree hereby that confidential information needs not to be novel, unique, patentable, copyrightable or constitutes a trade secret in order to be designated confidential information and therefore protected.
4. Confidential information may be disclosed at the sole discretion of the Discloser and then, it shall be identified either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the Recipient of the confidential nature of the information within 30 days after disclosure. Such notification shall be done by e-mail or written correspondence, or via other appropriate means of communication.
5. The Recipient hereby acknowledges that the confidential information proprietary of the Discloser has been developed and obtained through great efforts and shall be regarded and kept as Confidential Information.
6. Notwithstanding the aforementioned confidential information shall exclude information that:
 - a. is already in the public domain at the time of disclosure by the Discloser to the Recipient or thereafter enters the public domain without any breach of the terms of this Agreement;
 - b. was already known by the Recipient before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure);
 - c. is subsequently communicated to the Recipient without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the Discloser;
 - d. becomes publicly available by other means than a breach of the confidentiality obligations by the Recipient (not through fault or failure to act by the Recipient);
 - e. is or has been developed independently by employees, consultants or agents of the Recipient (proved by reasonable means) without violation of the terms of this Agreement or reference or access to any confidential information pertaining to the Discloser.
 - f. The Recipient is legally required to disclose by a court of competent jurisdiction or statute, if Receiving Party (a) provides prompt prior written notice to Discloser, (b) fully cooperates with Discloser to obtain a protective order or other appropriate limitations to prevent or narrow disclosure and (c) makes such disclosure solely to the extent mandatory under such order or authority.
7. The Discloser and the Recipient exchange necessary confidential information, so the Recipient may give feedback on issues that arise within the project.

8. The Recipient agrees to use the confidential information solely in connection with purposes contemplated in this agreement and not to use it for any other purpose or without the prior written consent of the Discloser.
9. The Recipient will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the confidential information for the purpose of carrying out their duties in connection with the purpose of present agreement. The Recipient will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this agreement. Hence the Recipient will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.
10. The Recipient will not use the confidential information for its own purposes or benefit and will not disclose any confidential information received to any third parties, except as otherwise provided for herein.
11. The Recipient shall treat all confidential information with the same degree of care as it accords to its own confidential information.
12. All confidential information disclosed under this agreement shall be and remain under the property of the Discloser and nothing contained in this agreement shall be construed as granting or conferring any rights to such confidential information on the Recipient. Principally, nothing in this agreement shall be deemed to grant to the Recipient a licence expressly or by implication under any patent, copyright or other intellectual property right. The Recipient hereby acknowledges and confirms that all the existing and future intellectual property rights related to the confidential information are exclusive titles of the Discloser. For the sake of clarity based in good faith, the Recipient will not apply for or obtain any intellectual property protection in respect of the confidential information received. Likewise any modifications and improvements thereof by the Recipient shall be the sole property of the Discloser.
13. The Recipient shall promptly return or destroy all copies (in whatever form reproduced or stored), including all notes and derivatives of the confidential information disclosed under this agreement, upon the earlier of (i) the completion or termination of the dealings contemplated in this agreement; (ii) or the termination of this agreement; (iii) or at the time the Discloser may request it to the Recipient.
14. Notwithstanding the foregoing, the Recipient may retain such of its documents as required to comply with mandatory law, provided that such confidentiality information or copies thereof shall be subject to a 5-year obligation, after the end of term of this Agreement..
15. In the event that the Recipient is asked to communicate the confidential information to any judicial, administrative, regulatory authority or similar or obliged to reveal such information by mandatory law, it shall notify promptly the Discloser of the terms of such disclosure and will collaborate to the extent practicable with the Discloser in order to comply with the order and preserve the confidentiality of the confidential information.
16. The Recipient agrees that the Discloser will suffer irreparable damage if its confidential information is made public, released to a third party, or otherwise disclosed in breach of this agreement and that the Discloser shall be entitled to seek injunctive relief against any actual breach from any court of competent jurisdiction.
17. The Recipient shall immediately notify upon becoming aware of any breach of confidence by anybody to whom it has disclosed the confidential information and give necessary assistance in connection with any steps which the Discloser may wish to take as far as reasonably possible
18. The Confidential Information subject to this agreement is made available "as such" and no warranties of any kind are granted or implied with respect to the quality of such information including but not limited to, its applicability for any purpose, non-infringement of third party rights, accuracy, completeness or

correctness. Further, the Discloser shall not have any liability to the Recipient resulting from any use of the confidential information.

19. The Discloser is not under any obligation under this agreement to disclose any confidential information it chooses not to disclose.
20. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Discloser and Recipient.
21. Although the nature of the implementation of the project is public, information exchanged in the context of its implementation between the LP and the PPs, the PPs themselves or the MA/JS shall be confidential.
22. The LP and the PPs commit to taking measures to ensure that all their respective staff members involved in the project respect the confidential nature of this information and do not disseminate it, pass it on to third parties or use it without prior written consent of the LP and the PP institution that provided the information.
23. The LP's and PPs' duty to hold in confidence confidential information that was disclosed during the term shall remain in effect indefinitely, save otherwise agreed.

§ 21

Disputes between partners

1. In case of dispute between the LP and its PPs or among PPs, presumption of good faith from all parties will be privileged.
2. Should a dispute arise between the LP and its PPs or among PPs, the affected parties will endeavour to find a solution on an amicable way. Disputes will be referred to the project steering committee in order to reach a settlement.
3. The LP will inform the other PPs and may, on its own initiative or upon request of a PP, ask advice to the MA/JS.
4. Should a compromise through mediation in the framework of the project steering committee not be possible, the parties herewith agree that Prague shall be the venue for all legal disputes arising from this agreement.

§ 22

Working language

The working language of the partnership shall be English.

1. Any official internal document of the project and all communication to the MA/JS shall be made available in English, being the official language of the Interreg CE Programme.
2. The present agreement is concluded in English. In case of translation of the present agreement into another language, the English version shall be the binding one.

§ 23

Force majeure

1. Force majeure shall mean any unforeseeable and exceptional event affecting the fulfilment of any obligation under this agreement, which is beyond the control of the LP and PPs and cannot be overcome despite their reasonable endeavours (e.g. substantial changes due to changes in political or financial terms). Any default of a product or service or delays in making them available for the purpose of performing this agreement and affecting the project performance, including, for instance, anomalies in

the functioning or performance of product or services, labour disputes, strikes or financial difficulties do not constitute force majeure.

2. If the LP or PPs are subject to force majeure liable to affect the fulfilment of its/their obligations under this agreement, the LP shall notify the MA via the JS without delay, stating the nature, likely duration and foreseeable effects.
3. Neither the LP nor the PPs shall be considered to be in breach of their obligations to execute the project if it has been prevented from complying by force majeure. Where LP or PPs cannot fulfil their obligations to execute the project due to force majeure, grant for accepted eligible expenditure occurred may be made only for those activities which have actually been executed up to the date of the event identified as force majeure. All necessary measures shall be taken to limit damage to the minimum.

§ 24

Lapse of time

1. Legal proceedings concerning any issue ensuing from this agreement may not be lodged before the courts more than three years after the claim was constituted unless the chosen applicable law as in § 25.7 of this agreement states differently.

§ 25

Concluding provisions

1. All cited laws, regulations and programme documents mentioned in this agreement are applicable in their latest valid version.
2. If any provision in this agreement should be wholly or partly ineffective, the parties to this agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.
3. In case of matters that are not ruled by this agreement, the parties agree to find a joint solution.
4. Amendments and supplements to this agreement must be in written form and have to be indicated as such. Consequently, any changes of this agreement shall only be effective if they have been agreed on in writing and have been designated as amendment of or supplement to the agreement.
5. The LP and all PPs ensure that in case of modification of provisions mentioned in § 1 of the subsidy contract, updated rights and obligations derived thereof shall apply.
6. Any costs, fees or taxes not eligible or any other duties arising from the conclusion or the implementation of this agreement shall be borne by the LP and PPs.
7. This agreement is governed by and construed in accordance with the laws of the Czech Republic. Thus, the laws of the Czech Republic shall apply to all legal relations arising in connections with this agreement.
8. To the effect of this agreement, the PPs shall irrevocably choose domicile at their addresses stated in the partner section of the application form (Annex 1 to this agreement) where any official notifications can be lawfully served.
9. Any change of domicile shall be forwarded by the concerned PP to the LP within 15 days following the change.
10. The present agreement must be signed by the LP and all PPs and evidence of the signature has to be provided at the latest within three month after the entering into force of the subsidy contract between the MA and the LP, following the procedures described in the programme manual. The MA reserves the right to check the partnership agreement in order to verify that it has been signed and that it is in conformity with the minimum requirements as provided for in § 10.2 of the subsidy contract and as set by the template of partnership agreement made available by the programme.
11. 9 copies of this agreement are made, of which each party keeps one.



Co-funded by
the European Union



City of
Vienna

European Affairs

Drawn up at Charles University, Prague

Lead partner

Signature:

Date: 7/15/2024

Full Name:

Partner 2

Signature:

Date: 7/23/2024

Full Name:

Partner 3

Signature:

Date: 7/16/2024

Full Name:



Co-funded by
the European Union



City of
Vienna

European Affairs

Partner 4

Signature:

Date: 7/15/2024

Full Name:

Partner 5

Signature:

Date: 7/15/2024

Full Name:

Partner 6

Signature:

Date: 7/15/2024

Full Name:



Co-funded by
the European Union



City of
Vienna

European Affairs

Partner 7

Signature:

Date: 7/16/2024

Full Name:

Partner 8

Signature:

Date: 7/26/2024

Full Name:

Partner 9

Signature:

Date: 7/29/2024

Full Name:



Annexes:

Annex 1: latest version of the approved application form (including its annexes)

Annex 2: copy of the subsidy contract signed between the MA and the LP, including any revision(s)

Annex 3: list of PP's bank accounts

The following documents, which are an integral part of this agreement, can be downloaded from the programme's internet web page: www.interreg-central.eu:

- Programme manual
- Terms of Reference for the call for proposals under which the project was selected for funding.