

Partnership Agreement

č. MSP-126/2024-MSP-CES

The contract is concluded pursuant to Section § 1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code").

Czech Republic – Ministry of Justice

Headquarters: Vyšehradská 16, 128 00 Praha

ID: 00025429

Represented by: Ing. Milan Hel, Head of the Project Office Department
(hereinafter "Beneficiary")

and

Directorate of the Norwegian Correctional Service

Registered office: Solheimsgata 21, N-2000 Lillestrom

Represented by: Kim Ekhaugen, Director of International section

Bank:



IBAN:

BIC:

(hereinafter "Partner")

(The Recipient and the Partner are collectively referred to as the "Parties" and individually as a "Party")

have entered into this partnership agreement (the "Agreement") on the day, month and year set out below:

Article 1 – Object and purpose of the Agreement

1. The object of this Agreement is to regulate the status of the Recipient and its Partner, their roles and responsibilities, as well as their mutual rights and obligations in fulfilling the purpose of this agreement.
2. The purpose of this Contract is to ensure the implementation of the project "FutureStep: Czech-Norwegian Correctional Innovation Project" within the Justice Programme (hereinafter referred to as the "Programme") financed from the Fund for Bilateral Relations managed by the Programme Facilitator – The Ministry of Finance of the Czech Republic (hereinafter referred to as the "Provider" or the "Facilitator") is the provider of funds for the implementation of the Project and the Programme Facilitator.
3. The Parties are obliged to proceed with the implementation of the Project in accordance with this Agreement and the laws of the Czech Republic.

Article 2 – Rights and Obligations of the Parties

1. The Parties are obliged to inform each other about the facts decisive for the performance of this Agreement, especially about the circumstances that have or may have negative impact on the proper and timely implementation of the Project activities or that may cause a temporary interruption of the Project implementation.
2. The Parties undertake to bear full responsibility for the implementation of the activities to be carried out under this Contract so that the purpose of the Contract is fulfilled no later than the date of the completion of the Project.
3. The Parties are obliged to act in a manner that does not endanger the implementation of the Project and the interests of the other Party.
4. The Recipient undertakes to communicate regularly with the Partner during implementation and to keep the Partner informed about the progress of the project. To this end, a project team consisting of one representative from each Contracting Party shall be established:

Project Manager:

Milan Hel



Vyšehradská 16, 128 00 Praha

Project partner:

Kim Ekhaugen



Solheimsgata 21, N-2000 Lillestrom

7. The beneficiary will carry out the following activities:
 - a) ensuring proper timely implementation of the Project;
 - b) project management;
 - c) provide the Partner with all documents, data and information that may be necessary for the performance of the Partner's obligations;
 - e) preparation and submission of a report on the implementation of the Project and a request for payment;
 - f) timely reimbursement of the Partner's eligible expenses to the bank account specified header of this Agreement.
8. In performing the subject of the Agreement, the Partner undertakes to:
 - a) Comply with the conditions set out in the legislation of Norway, this Agreement, the Regulation on the Implementation of the EEA/Norway Financial Mechanism 2014-2021, and the following documents:
 1. The Guidelines for Applicants and Project Promoters of the Bilateral Fund for Justice, Human Rights, Good Governance and Health Programmes (hereafter referred to as "Handbook"),

- b) To carry out properly and in a timely manner the activities and operations to which it has committed itself under Article 4 of this Agreement;
 - c) To use the received funds only for expenses, related to the implementation of the project and specified in the approved Project budget
 - d) To properly account for all income and expenses, or income and expenses in relation to the Project in accordance with applicable national legislation, so that all income and expenses incurred are clearly linked to the Project;
 - e) Record all expenditure in bank accounts or support it with cash receipts and support it with accounting documents or original documents of equivalent probative value, if relevant;
 - f) To submit to the Provider through the Recipient within the time limit set by the Recipient, i. e. within 10 working days of the end of the Workshop in the Czech Republic, i.e. by 10 May 2025, at the request of the Provider, accounting records and other documents related to the Project converted into digital form, if relevant;
 - g) At the Recipient's request, provide in writing any additional information related to the implementation of the Project in the part it is implementing – in particular, it is obliged to provide all information on the results of controls and audits, including control reports from control carried out in connection with the Project – within the time limit set by the Recipient;
 - h) Cooperate with the Recipient in the preparation of changes to the Project;
 - i) To create conditions for conducting controls related to the implementation of the Project, provide authorized persons with all documents related to the Project's implementation, enable continuous verification of the compliance of data presented in the Project implementation reports with the actual situation at the implementation site, and assist all persons authorized to carry out controls or their proxies.;
 - j) To comply with the internal control system in the implementation of the project;
 - k) Keep all documents related to the implementation of the Project for at least 10 years from 1 January of the year following the year in which the project was terminated by the Facilitator;
 - l) Not to finance any of the activities it carries out under this Agreement from other financial instruments and public funds. If an expenditure has been reimbursed only in part by a grant/financial contribution, the prohibition in the preceding sentence shall apply only to that part of the expenditure;
 - m) Provide the necessary assistance in the evaluation of the Project.
9. The Partner is obliged to notify the Beneficiary of any non-substantial changes to the project within such a time frame that the Beneficiary can meet the deadline for notification to the Provider set out in the Manual.
10. Substantial changes to the Project may be made by either Party only with the consent of the other Party. The Parties are obliged to provide each other with information on a substantial change within such a time frame that Recipient can meet the deadline for notifying the Provider set out in the Manual. The Recipient is entitled to submit a request for a substantial modification of the Project to the Provider only with the consent of the Partner.
11. The Partner is obliged to inform the Recipient of the amount of income generated by the Project, which the Partner has received during the implementation of the Project.

12. The Parties are obliged to inform each other of suspected irregularities detected during the implementation of the Project.

Article 3 – Activities of the Beneficiary

1. Beneficiary is responsible for the overall coordination, management and implementation of the Project and is obliged to carry out the activities and tasks in accordance with this Agreement. The activities of the Beneficiary are in particular the organisation and coordination within the framework of the project activity Workshop in the Czech Republic, refer to the document GRANT APPLICATION FORM FOR BILATERAL INITIATIVE attached to this Agreement.

Article 4 – Activities of the Partner

2. The Partner is responsible for the performance of the activities and tasks in accordance with this Agreement. The activities of the Partner are in particular the organization and coordination within the project activity Educational Visit to the Kingdom of Norway, refer to the document GRANT APPLICATION FORM FOR BILATERAL INITIATIVE attached to this Agreement.

Article 5 – Partner's Budget and Payment Terms

1. The project under Article 1 (2) of the Agreement is financed from the fund for Bilateral Relations managed by the Programme Facilitator – Bilateral Ambitions under the EEA and Norway Grants 2014-2021. The financial resources for its implementation are provided in the amount of 1 134 850 CZK (45 394 EUR).
2. The total expenditure of the Partner related to its involvement in the project is 341 750 CZK (13 670 EUR¹):
 - a) Hosting fee: max. 25 000 CZK (1 000 EUR);
 - b) Transport v Norsku: max. 25 000 CZK (1 000 EUR);
 - c) Coordination fee: max. 31 250 CZK (1 250 EUR) ;
 - d) Per diems for 2 participants from Norway and 2 norwegian experts, 5 750 CZK (230 EUR)/night in Czech Republic, estimated 92 000 CZK (3 680 EUR) - the stated amount may change, e.g., due to unsuitable flight options.
 - e) Return flight tickets for 2 Norwegian participants and 2 Norwegian experts. The estimated cost of a return ticket per participant is 14 000 CZK (560 EUR);
 - f) Expert fee for two Norwegian experts: 2 x 11 250 CZK (450 EUR)/day, max. 4 500 EUR.
3. The Partner is obligated to cover Project expenses related to the activities it implements within the Project that are not covered by the aforementioned funds (particularly ineligible expenses) to ensure compliance with the Project's purpose.
4. The Partner is not entitled to request the Recipient to reimburse expenses that have been found ineligible by the Provider.

¹ The amounts reported in the Payment Request by the partner will be in EUR, which may result in differences in CZK amounts due to exchange rate fluctuations.

5. Expenses incurred by the Partner during the implementation of the Project will be reimbursed to the Partner in the form of a Payment request.
 - a. The Payment request, with an attachment containing a breakdown of expenditures according to the items listed in point 2 above, must be submitted by the Partner by March 10, 2025, along with a statement that the specified expenses are in accordance with the principles and rules of this Agreement.
 - b. Payment to the project partner will be made within 10 working days of confirmation from the project partner that expenditure claimed is in accordance with the principles and rules set out in this Agreement, but no later than on 31 March 2025.
6. The final payment will be made no later than 31 March 2025.

All payments shall be made in EUR to the Partner's bank account specified in the header of this Agreement, by bank transfer.

Article 6 – Duration of the Agreement

1. The Agreement is concluded for a definite period of time: with effect from the date of publication of the Agreement in the Register of Contracts pursuant to Act No. 340/2015 Coll., on the Register of Contracts, as amended (hereinafter referred to as the "Act on the Register of Contracts") until the achievement of the purpose pursuant to Article 1 (2) of the Agreement, but at least until the completion of the implementation of the Project and its final settlement. The expiration of the Contract term shall not affect compensation for damages, obligations arising from sustainability and other provisions of the Agreement which, by their content and nature, are to continue after the termination of the contractual relationship.

Article 7 – Final Provisions

1. Any amendments to this Agreement may be made only by agreement of the Parties in the form of written amendments signed by authorized representatives of the Parties.
2. The Contract shall enter into force on the date of its signature by the Parties and shall become effective on the date its publication in the Register of Contracts. The Parties agree to publish the full text of the Contract in the accordance with the Act on the Register of Contracts and to inform the Partner thereof without undue delay.
3. Relations between the Parties not further regulated shall be governed by the Civil Code and other generally binding legal regulations of the Czech Republic.
4. The Parties agree that all disputes arising out of this Agreement or disputes concerning the existence of this Agreement (including the formation and validity of this Agreement) shall be resolved primarily by amicable agreement of the Parties. Such disputes shall be finally settled before a court of competent jurisdiction in the Czech Republic.
5. This Agreement may be signed either in paper form or electronically. If signed in paper form, it shall be executed in six (6) counterparts, each of which shall be deemed an original, with each

Party receiving three counterparts. If signed electronically, the Agreement shall be signed using a qualified electronic signature.

6. If any provision of this Agreement (or any part thereof) is found to be illegal, invalid, or unenforceable, the Parties shall negotiate in good faith to modify such provision so that, when modified, it will be legal, valid, and enforceable, and will approximate the original intent of the Parties to the maximum extent possible.
7. The Parties declare that this Agreement has been executed on the basis of their true and free will, not under duress or otherwise on manifestly unfavourable terms.
8. The following Annex is an integral part of this Agreement:

GRANT APPLICATION FORM FOR BILATERAL INITIATIVE

For the Beneficiary

25. 11. 2024



Czech Republic – Ministry of Justice
Ing. Milan Hel
Head of the Project Office Department



For the Partner

25. 11. 2024



Directorate of the Norwegian Correctional
Service
Kim Ekhaugen
Director of International section



GRANT APPLICATION FORM FOR BILATERAL INITIATIVE
FutureStep: Czech-Norwegian Correctional Innovation Project
Annex C – English Summary

DESCRIPTION OF THE INITIATIVE

Initiative title	FutureStep: Czech-Norwegian Correctional Innovation Project
Description of partner entities	<ol style="list-style-type: none"> 1. The Ministry of Justice of the Czech Republic is the central authority of the state administration in the field of justice. The Ministry is the main authority in the field of prisons. 2. Directorate of Norwegian Correctional Service - International Section - networking with foreign partners to support humane treatment of inmates and ex-offenders.
Description of the initiative	<p>Bilateral cooperation, rooted in expertise, involves engaging in dialogues with invited international experts and sharing experiences and strategies that have been proven successful in transforming the Norwegian prison system. In the past the Norwegian grant programmes in the Czech environment have mostly been focused on Probation and Mediation. Currently, the design of the Czech prison system faces several significant challenges such as overcrowding, high recidivism rate, shortage of staff, old “dormitory style” prisons, that demand attention and reform. There is a missing functional system of preparing inmates for normal life after release because they do not have the possibilities to face ordinary everyday situations in the prison facilities (e.g. home chores, cooking, organizing the daily life).</p> <p>For assessment of the situation and preparation for changes to implement the principal of normality, Norway pilot programmes, which have been very well experienced in the past in Poland, Romania, Bulgaria, and Latvia, would be appropriate and could serve in the future, as we can see in the mentioned countries.</p> <p>The aim of the joint activities is to gain international advice and experience from which recommendations can be made to address the serious problems of the system. Suggestions for massive improvement of the current prison system have been pointed out by the Czech prison service, repeatedly criticised by CPT as well as by the Public Defender of Rights.</p> <p>Another fact demonstrating the need for change is that the Czech Republic has 70% recidivism rate, and the imprisonment rate is the 4th highest in Europe, which demonstrates the ineffectiveness of the current system. This entails significant costs for the state and a diminished outlook for the rehabilitation of society. It is essential to consider that every convict will eventually rejoin the community and become an equal member of society. To mirror the Norwegian mindset, we want to prepare a “good neighbour” because the way we treat inmates within prisons can in the end influence our everyday lives. In this context, it is important to point out that the solution to this problem must be practical, by identifying the main shortcomings, such as, among other things, the role of prison staff and application of the principle of normality.</p>

To achieve these goals, **we plan to choose two small to medium size prisons** to gain the concrete expertise.

Furthermore, we need to see the situation in wider perspective of the values contained in the international documents such as European Prison Rules, Nelson Mandela Rules, Bangkok Rules, or Havana Rules.

The expert recommendations will become a strong instrument for political and public debate about the future trends in criminal policy. The higher goal is to change the mindset and make the political representation feel responsible for further steps. The materials will also serve as an inspiration for the implementation of further directions in the national strategic documents of the Czech Republic and will show tradition of good practice. A secondary objective is to create a **solid network of cross-border partnerships** and together with the outcomes of the expertise and assessments be ready for **applying for potential EEA + Norway Grants mechanisms** in the next project area **with a strong and supported plan for the Czech justice system.**

Joint activities will be organized into two workshops, each accommodating around 15 participants from Norway and the Czech Republic, depending on the content. Both workshops will take place in the Czech Republic and will be preceded by an educational meeting in the Kingdom of Norway. The expert group will be composed of one Czech, one Norwegian and two international members for each area of expertise. In addition, other relevant international experts may be recruited to provide consultation to address specific issues after conducting initial field research in Czech prisons. In addition, one permanent responsible person from among the members of the Czech Prison Service, will be identified for organisational purposes.

The workshops will emphasize the mutual exchange of experiences. Each workshop will concentrate on a key area, facilitating the sharing of foreign practices and consulting on mechanisms suitable for potential implementation in the Czech prison environment. To facilitate this, **two small to medium-sized prisons will be selected based on their potential to enact changes.** Members of the prison service will be active participants and the main recipients and consultants of all activities during the project. However, their main contribution lies in the subsequent application of the identified relevant methods.

Key areas:

1. professional treatment of offenders and new trends in penitentiary care, preparation for release and development of cooperation with penitentiary and post-penitentiary care entities

- a. individual treatment of prisoners, including consideration of minorities
- b. employment and financial literacy
- c. development of open/community prisons - application of the principle

of normality

d. dynamic security, modernisation and implementation of new technologies - e.g. digitalisation

e. creation of a national network for post-penitentiary care and improved communication between stakeholders

f. reducing recidivism and promoting reintegration

g. raising awareness of restorative programmes

2. improving working conditions and care for prison service staff, modernisation, and technology

a. Inspiration from Norwegian staff training methods

b. improving staff skills and wellbeing - involving staff in the process

c. optimising management and attracting and retaining staff

The themes will overlap during the dialogues in both workshops, but the main principles will be:

1. integrating the principle of normality

2. promoting dynamic safety

3. introducing a new methodology in strengthening the role of Prison Service staff

Expected results:

Workshops will serve as a platform for sharing best practices and introducing innovative approaches aligned with international standards, aimed at elevating the quality of the prison system in the Czech Republic, benefiting both inmates and prison staff alike.

The primary objective of these workshops is to **formulate policy paper of recommendations**, representing a collective endorsement of expert insights and input from our international partners. The main starting points should be the introduction and creating the atmosphere of the principle of normality, dynamic security as well as enhance the role and management of prison staff. These recommendations will pave the way towards a more humane, modern, and progressive prison environment in the Czech Republic.

The insights gleaned from these dialogues and the resulting recommendations will not only inform the development and implementation of future conceptual and strategic documents but will also spark the creation of an **international network** dedicated to advanced prison systems. Also, this pilot program will serve as a starting point and situational assessment for future support periods, during which the envisioned initiatives will be implemented in selected prisons.

As implied by the name of the initiative, this endeavour marks the **initial stride towards deeper collaboration** between Norway and the Czech Republic, symbolizing the beginning of a journey towards expanded cooperation in the future.



Estimated budget **45 304,35 EUR/1 134 850 Kč CZK**
(CZK)