

Partnership Agreement

č. MSP-4/2025-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 "Recipient")

and

Directorate of the Norwegian Correctional Service

Registered office: Solheimsgata 21, N-2000 Lillestrom

Represented by: Kim Ekhaugen, Director of International section

Bank:



(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 Agreement is to ensure the implementation of the project "Capacity building for the implementation of international human rights obligations" within the Programme Human Rights, Roma Inclusion and Domestic and Gender-based Violence (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 Agreement so that the purpose of the Agreement 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 Party shall be established:

Project Manager:

Milan Hel



Vyšehradská 16, 128 00 Praha

Project partner:

Kim Ekhaugen



Solheimsgata 21, N-2000 Lillestrøm

5. The Recipient 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 ("the Payment Request");
 - f) timely reimbursement of the Partner's eligible expenses to the bank account specified in the header of this Agreement.
6. 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 "the 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 and support it with accounting documents or original documents of equivalent probative value, if relevant;
 - f) 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;
 - g) Cooperate with the Recipient in the preparation of changes to the Project;
 - h) 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;
 - i) To comply with the internal control system in the implementation of the Project;
 - j) 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;
 - k) 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;
 - l) Provide necessary assistance in the evaluation of the Project.
7. The Partner is obliged to notify the Recipient of any non-substantial changes to the Project within such a time frame that the Recipient can meet the deadline for notification to the Provider set out in the Manual.
 8. 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 the 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.
 9. 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.
 10. The Parties are obliged to inform each other of suspected irregularities detected during the implementation of the Project.

Article 3 – Activities of the Recipient

1. The Recipient 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.

Article 4 – Activities of the Partner

1. 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 Study Visit to 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 Facilitator – Bilateral Ambitions under the EEA and Norway Grants 2014-2021. The financial resources for its implementation are provided in the amount of 49 950 EUR.
2. The total expenditure of the Partner related to its involvement in the Project is 2 300 EUR¹:
 - a) Delegation hosting fee related to the prison visit: max. 500 EUR;
 - b) Expert fee for four Norwegian experts: 4 x 450 EUR/day, max. 1800 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.
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 February 28, 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 Agreement term shall not affect compensation for damages and other provisions of the Agreement which, by their content and nature, are to continue after the termination of the contractual relationship.

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.

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 Agreement 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 Agreement 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 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.

For the Recipient

A black and white electronic signature of Ing. Milan Hel. Above the signature is a red circular stamp with the word "převěřeno" (verified) in white.

Ing. Milan Hel

Head of the Project Office Department

For the Partner

A black and white electronic signature of Kim Ekhaugen. To the right of the signature is a blue circular official stamp of the Directorate of International Missions, featuring a crown and a shield.

Kim Ekhaugen

Director of International section