



PARTNERSHIP AGREEMENT¹

for project no. **CH-V2-34** entitled “**Snížení fragmentace ohrožených druhů červeného seznamu v oblasti hadců u Želivky** (Defragmentation of the red-list plant species populations in the area of serpentines near Želivka)” within the framework of the programme “Sustainable Tourism and Enhancing Biodiversity”

I. Contracting Parties

Main beneficiary (hereinafter referred to as the "Beneficiary")

Name: Institute of Botany of the Czech Academy of Sciences

Registered office: Zámek 1, 252 43 Průhonice

Company ID: 67985939

Statutory representative / Authorised representative of the organisation: doc. Ing. Jan Wild, PhD.

Contact person: RNDr. Hana Pánková, PhD.

[REDACTED]

[REDACTED]

A

Partner organisation No. 1 (Czech partner) (hereinafter referred to as the "Partner 1")

Name: Český svaz ochránců přírody ZO Vlašim

Registered office: Pláteníkova 264, 258 01 Vlašim

Company ID: CZ185 95 677

Statutory representative / Authorised representative: Mgr. Kateřina Červenková

Contact person: Ing. Karel Kříž

[REDACTED]

Partner organisation No. 2 (Swiss partner) (hereinafter referred to as the "Partner 2")

Name: Topos Marti & Müller AG

¹ This is an inspirational template that can be adapted to suit your own needs for a partnership agreement with a Swiss partner.



Registered office: Idastrasse 24, 8003 Zürich

Company ID:

Statutory representative / Authorised representative: Karin Marti, Rebecca Kurz, Seraina Nuotclà

Contact person: Karin Marti

Email: marti@toposmm.ch

Bank account:

HAVE AGREED AS FOLLOWS:

II. Introductory provisions

This Partnership Agreement (hereinafter referred to as the Agreement) is concluded between the Beneficiary and the Partners within the framework of the Sustainable Tourism and Enhancing Biodiversity Programme financed by the Second Swiss Contribution for the implementation of project **No. CH-V2-34** entitled "**Snížení fragmentace ohrožených druhů červeného seznamu v**

oblasti hadců u Želivky (Defragmentation of the red-list plant species populations in the area of serpentines near Želivka)" (hereinafter referred to as the Project), as set out in the Grant Award Decision and in all of its annexes (hereinafter referred to as the 'GAD')

The Partnership Agreement shall be governed by the terms and conditions set out in the GAD issued by the Ministry of the Environment (hereinafter referred to as the Grant Provider), including all its annexes, which form an integral part of this Agreement. Unless expressly provided otherwise in this Agreement, only those provisions of the GAD that do not conflict with Article 4.10 of Regulation shall apply to each Partner. In the event of a conflict, Article 4.10 of the Regulation shall prevail.

III. Rights and obligations of the Contracting Parties

1. The Contracting Parties shall take all appropriate and necessary measures to ensure the fulfilment of the obligations and objectives arising from this Agreement.
2. Each Contracting Party shall appoint a Project Manager who shall be responsible for the implementation of the Project and shall serve as the contact person for all communication between the Contracting Parties.
3. The Contracting Parties are not entitled to assign their rights and obligations under this Agreement to another person without the prior consent of the other Contracting Parties. Each Partner acknowledges that any assignment of rights and obligations under this Agreement is subject to prior approval by the Grant Provider in accordance with the



provisions of the GAD. Each Partner shall ensure that any entities involved in the implementation of its activities fulfil the obligations imposed by this Agreement and the GAD to the extent that they apply to them.

4. When awarding public contracts within the Project, the Contracting Parties undertake to comply with the applicable national legislation applicable to them according to their registered office.
5. The Contracting Parties shall take all necessary measures to prevent conflicts of interest in the performance of this Agreement, in particular those that may arise from economic interests, political or national affiliation, family or personal ties, or any other relevant connection or common interest. In the event of such a conflict of interest, the Contracting Parties shall immediately take all necessary measures to resolve it.

IV. Obligations of the Beneficiary

1. The Beneficiary shall be responsible for the overall coordination, management and implementation of the Project in accordance with the terms and conditions of the programme and the GAD. The Beneficiary shall assume sole responsibility for the implementation of the Project vis-à-vis the Grant Provider.
2. The Beneficiary undertakes to provide Partner 1 with funds under the conditions set out in this Agreement and in accordance with the budget specified in the Full Project Application, which is annexed to the GAD, or the approved amended Full Project Application. Partner 2 has a zero budget within the Project and is not entitled to receive any grant funds; its costs related to its activities will be covered from its own resources, unless agreed otherwise by an amendment approved in accordance with the GAD.
3. In particular, the Beneficiary is obliged to:
 - a) ensure the proper and timely implementation of project activities, including the coordination of the Partner's activities to the extent specified in this Agreement,
 - b) immediately inform the Partners of any circumstances that could have a negative impact on the proper and timely implementation of any project activities, and of any event that could lead to the termination or modification of the Project, including any suspicion of fraud, corruption or illegal activities related to the Project,
 - c) provide the Partners with access to all available documents, data and information that are necessary or useful for the fulfilment of its obligations under the Project,
 - d) consult with the relevant Partner(s) on any requests for changes to the implementation of the Project before notifying the Grant Provider, if such a change could affect the Partner's rights and obligations under this Agreement,
 - e) compile and submit reports on the implementation of the Project (hereinafter referred to as monitoring reports) and other documents necessary for payment requests to the Grant Provider within the deadline, scope and format specified in the GAD and the Guidelines for Grant Recipients,



- f) transfer all payments to Partner 1 within the specified deadlines to the Partner's bank account specified in Article I of this Agreement, in accordance with the payment terms set out in this Agreement,
- g) provide the Partners with the necessary cooperation to fulfil its obligations under this Agreement,
- h) manage and coordinate communication regarding the Project, including its publicity, in accordance with the requirements of the programme,
- i) further specify the Statutes and Rules of Procedure of the Steering Committee and appoint its chairperson.

V. Partners' obligations

1. Each Partner is responsible for carrying out the activities and tasks assigned to it under this Agreement. Partner 1 shall primarily implement the Project activities in the Czech Republic. Partner 2 provides expertise, training, capacity building and other activities specified in the project documentation.

2. Within the Project, the Partners are responsible for the implementation of the following activities and outputs:

Activities:

Activity 1: Obtaining permissions for the implementation of measures

In order to work with species, it is necessary to obtain permission from Act No. 114/92 Coll., specifically for the collection of seeds of all species, the removal of part of the leaves of the *M. smejkalii* for the selection of a suitable source of seeds for planting, and for planting. It will also be necessary to obtain an exemption for the preparation of stepping stones, specifically for removing the topsoil. For the part of the territory falling within the Hadce u Želivky National Nature Reserve, the exemption will be issued by the NCA. The creation of stepping stones outside the protected area does not require an exemption for the implementation of interventions, as there is no intervention in areas where specially protected species occur. However, an exemption will be required for the collection, cultivation, and planting of target species. An exemption will be issued for this area by the Central Bohemian Region.

Responsibility: The Botanical Institute will apply for exemptions concerning species, and the Vlašim branch of the Czech Union for Nature Conservation will apply for an exemption for management activities.

Outputs: Obtained permissions from NCA and from Central Bohemian Region.



Activity 2: Preparation of stepping stones

In 14 selected areas with a total area of 750 m², the site will be prepared for the creation of stepping stones, i.e., minimizing competition from other plants and exposing the serpentine soil substrate. In some places, this activity follows on from activities already carried out, and therefore the preparation will proceed differently in each area. In areas with exposed soil (especially rock tops and small quarry slopes), the soil surface will be manually disturbed, and existing vegetation will be removed by hand. In other areas, the topsoil will be removed using an excavator. The size of the individual cleared areas will be determined depending on the location and the number of plants planted, with an estimated size of approximately 7x8m. Clearing with an excavator will take place when the ground is frozen to avoid damaging the vegetation. All material will be removed from the site.

Due to the high occurrence of wildlife, the most exposed areas will be fenced off to prevent browsing.

Responsibility: full responsibility of ČSOP Vlašim

Outputs: Management measures implemented – areas prepared for planting. The outputs will be documented by marking them on a map.

Activity 3: Selection of a suitable seed source for establishment of *M. smejkalii* populations

To ensure population compatibility and avoid the risk of outbreeding depression, it is necessary to compare the genetic diversity of natural populations and ex-situ cultures. If the ex-situ cultures are genetically different, new populations will be created from seeds obtained from natural populations. This assessment will be based on the current standard approach – ddRad sequencing. For the analysis, we will collect leaf samples from 10 individuals in each ex-situ culture, natural populations, and newly created populations. This amounts to approximately 450 samples. The leaf samples will be stored in silica gel and transported to the IBOT laboratory. Part of the material from ex-situ cultures will be collected as early as 2025, so it will be possible to start the activities immediately after the project begins.

Responsibility: full responsibility of IBOT

Outputs: Specific measures implemented – selection of a suitable seed source for the creation of new populations. The output will be documented in a report comparing the genetic diversity of natural populations and ex-situ cultures in relation to plantings in the wild.

Activity 4: Creation of new populations of endangered species

For *M. stenophylla*, we will use seeds obtained in previous projects and stored at the Botanical Institute. Therefore, it will be possible to start with its transplantation already in autumn 2026. However, most of the planting will take place in the following years.

M. stenophylla seeds will be collected in 2026 from populations DK2 and DK5. Seeds for *D. carthusianorum subsp. capiliformis* will be collected throughout the entire territory. For the species *M. smejkalii*, we prefer to use seeds from ex-situ cultures. If ex-situ cultures cannot be used for genetic reasons, we will collect seeds from natural habitats, primarily in areas where



populations have been reinforced. Depending on the results of the genetic analysis from the TAČR – Genetic Diversity project, which will be available at the end of 2025, we will create mixed populations for narrow-leaved forget-me-not or plant individuals from different populations separately. If low genetic diversity and the risk of inbreeding are confirmed in the DK5 population, individuals from both DK5 and DK2 will be planted on stepping stones near this population. The collected seeds will be transferred to the Botanical Institute and prepared for seedling production. Seed germination will be determined for all species and populations under standardized conditions in growth chambers. A mixture of seeds will be created from each population, from which ten seeds will be taken to a Petri dish. We will have a total of 5 Petri dishes from each population, i.e., we will test the germination of a total of 50 seeds. This data will then be used to evaluate the fitness of individuals on the newly created stepping stones.

The germinated individuals will be transplanted into serpentine soil and subsequently used to create stepping stones. The remaining seeds will be germinated directly in serpentine substrate in the greenhouse at the IBOT. Small seedlings will be transplanted into pots and transferred to the experimental garden in the spring of 2027 to adapt to outdoor conditions and reach sufficient size. Only vital individuals showing no signs of disease will be selected for planting.

The main part of the planting will be carried out in the fall of 2027, with possible replanting in 2028. To eliminate the risk of death of the planted plants, more seedlings will be pre-grown so that the plantings can be supplemented if necessary.

Populations of the *M.smejkalii* and *M. stenophylla* will be created by planting 50 individuals (10 populations, i.e., a total of 500 individuals). For the *D. carthusianorum subsp. capiliformis*, 7 populations of 30 individuals will be created due to lower seed production (i.e., a total of 210 individuals).

Responsibility: full responsibility of IBOT

Outputs: Specific measures implemented – completion of stepping stones by transplanting target species. The output will be presented as a map showing the locations of individual populations of each species and a list of transplanted plants.

Activity 5: Evaluation of the success of interventions

The evaluation of the success of interventions focuses on two areas:

a) Evaluation of the habitat quality of the stepping stones

A permanent monitoring area 5x5m will be created on each stepping stone to monitor the impact of interventions on vegetation cover. Sensors will be placed near the permanent areas to monitor changes in microclimatic conditions (temperature and soil moisture).

A phytocenological survey will be conducted annually on each plot: the total coverage of the herbaceous and moss layers and individual plant species will be recorded according to the new Braun-Blanquet scale (Westhoff & Maarel 1978). In addition, the canopy openness will be measured. A list of plant species will be compiled each year within a radius of 2, 5, and 10



m from each stepping stone. This data will then serve as input for evaluating changes and the spread of species within the restored area.

b) Evaluation of the success of creating new populations

Before planting, each plant will be assigned a unique identification number, which will be used to monitor its survival. The growth parameters of the plants will be measured before planting and then every year after planting:

- *M. smejkalii*: tuft size, number of flowering and non-flowering stems, number of flowers per stem
- *M. stenophylla*: tuft size, height of the longest stem, number of flowering ramets
- *D. carthusianorum subsp. capillifrons*: tuft size, height of the longest stem, number of flowering ramets

Permanent transects will be created on the sites, where the population dynamics of new populations will be monitored in detail. Newly emerged seedlings will also be marked and their growth parameters measured. In addition, approximately 20 mature capsules will be collected to evaluate seed production and germination. These data will be related to the abiotic and biotic conditions at the site (see point a) and analysed. The same data will be collected for species in natural populations – for *M. smejkalii* and *M. stenophylla* on long-term permanent plots, and for *D. carthusianorum* on 20 individuals in the nearest natural population.

The results of the analyses will then show the extent to which it has been possible to create populations that are stable in the long term on the stepping stones.

Responsibility: full responsibility of IBOT

Outputs: Report – evaluation of habitat quality and plant fitness on stepping stones

Activity 6. Awareness raising and interpretation of fragmented populations

Awareness raising activities will mainly use the infrastructure, website, and social networks created as part of the LIFE for Minuartia project at the EVL Želivka Water House Visitor Center. Awareness raising activities will be carried out in cooperation with the Swiss partner TOPOS.

Sub-activity 6.1 Reconstruction of two serpentine rocks in the garden exhibition of the Water House

As part of the LIFE for Minuartia project, two serpentine rocks measuring 18x4m and 13x6m were built in the garden exhibition of the Water House, which serve both as an ex-situ culture for the serpentine rock species and for the implementation of educational programs. The rockeries are complemented by educational boards and interactive elements that present the history of the area, the geology of serpentine, and the most valuable plants. A path runs between the two rockeries, simulating the D1 motorway crossing the area. This is a natural visualization of landscape fragmentation. Currently, mainly due to global warming and long periods of drought, there has been a significant decline in target species. As part of the project, both rockeries will be restored.



The rockeries will be separated from the surrounding lawns by a transition zone approximately 40-50 cm wide. The soil will be removed from this strip and replaced with serpentine substrate. This will prevent the growth of competitive grasses and weeds from the surrounding vegetation. Six pine or oak trees will be planted on the south side of the rockeries and on the rocks themselves to provide shade. The entire area of the rockery will be supplemented with serpentine substrate mixed with leaf mold obtained by hand removal during the creation of stepping stones. This will transfer the seed bank of common serpentine species. Furthermore, irrigation will be installed on the rockery (especially on the south side) for use during dry periods.

Target species will be planted on the rockery. Some species will be placed on only one rockery to simulate the impact of reduced seed migration due to fragmentation. An information board explaining the issue of landscape fragmentation will also be added and an educational program for elementary schools will be created (see below).

Responsibility: ČSOP Vlašim

Output: restored rock

Sub-activity 6.2 Renovation of information boards in the information gazebo at the Hadce u Želivky National Nature Monument

The tourist information gazebo built as part of the LIFE project currently contains several information boards approximately A0 in size, which deal with the implementation of previous activities and are now out of date. For this reason, two boards will be renewed and will focus on current land management and important species.

Responsibility: ČSOP Vlašim

Output: 2 new information board

Sub-activity 6.3 Educational program for elementary schools

The project will create an educational program for elementary school children focusing on the risks of population fragmentation caused by both human activity (construction of highways, dams) and changes in the landscape (afforestation, lack of management, succession) for the long-term survival of species in nature. Both serpentine rock will be used for the educational program to demonstrate isolated populations. Tools will then be used to simulate the impossibility of seed and pollen dispersal and the gradual differentiation in species composition (absence of species).

The program will run four times a year, with a total of 100 children participating.

Responsibility: ČSOP Vlašim

Output: Created educational program, at least 100 children participating in total

Sub-activity 6.4 Organizing excursions

A total of four excursions to target locations will be organized as part of the project, aimed at different target groups: two for the general public, one for professionals, and one for tourism destination workers (e.g., Posázaví, Kraj Blanických rytířů). The aim of the excursions will be



to familiarize participants with the importance of creating stepping stones as "transfer points" for the spread of species in the landscape, as backup populations, and as alternative locations for visitors where they can see protected and endangered species in nature without devastating their habitats on open rocks.

Total participation: 60 participants

Responsibility: ČSOP Vlašim

Output: 4 organized excursions, at least 60 participants.

Sub-activity 6.5 Workshop focused on the creation of stepping stones (project income)

The creation of stepping stones with artificially created populations of endangered species is not a trivial matter. Many factors must be considered when planning – habitat conditions, species biology, legislative issues. At the same time, it is necessary to monitor the success of the populations created in this way. Therefore, in cooperation with the Swiss company TOPOS, we will organize a special workshop focused on this issue.

The first part of the workshop will take place in Switzerland, where we will visit ex-situ cultures of selected endangered species and newly created populations. This part is planned for eight people from the Czech Republic, including representatives of the state nature conservation administration (it is expected that official vehicles from ČSOP Vlašim and the Botanical Institute will be used).

The second part will take place in the Czech Republic, where we will visit project sites and selected ex-situ cultures of the snake plant at private growers. The workshop will conclude with lectures at the Water House. It will be possible to participate in only one part of the workshop. Fifteen participants are expected to attend.

Responsibility: TOPOS (Swiss part), ČSOP (Czech part)

Output: organized workshop, at least 8 + 15 participants.

Sub-activity 6.6 Educational activities at the EVL Želivky Vodní dům Visitor Center

To raise awareness of the impact of fragmentation on serpentine habitats, we will organize two educational activities for the general public at the EVL Želivky Vodní dům Visitor Center.

- a) Thematic afternoon focused on families with children
- b) Exhibition of photographs focusing on endangered serpentine species and their locations

Both activities will provide a practical introduction to serpentine habitats and the impact of population fragmentation on the survival of endangered species.

Responsibility: ČSOP Vlašim

Output: 2 organized activities, at least 40,000 visitors 60 participants.

Sub-activity 6.7 Publication of results



A website will be used to disseminate information about the progress of the project and its results: www.kuricka.cz and FB @kuricka. The social networks of both organizations will also be used. The results of the project will be published in an open access scientific journal. In addition, at least one popularization article will be prepared (e.g., in the Blaník magazine).

Responsibility: IBOT

Output: 2 published at least two papers

Sub-activity 6.8 Development plan for management of areas outside the NPP

In cooperation with the landowner – LČR, a management plan will be prepared for individual parts of the forest. The management plan will be based on the Methodology for the Care of Serpentine Forests and will propose specific measures for individual stands so that they develop into species-rich serpentine biotopes.

Responsibility: ČSOP Vlašim

Output: Methodology in pdf.

3. Each Partner is particularly obliged to:

- a. immediately inform the Beneficiary of any facts that could affect the fulfilment of its obligations under this Agreement,
- b. provide the Beneficiary with all information and documents necessary for the overall coordination, management and implementation of the Project and for the preparation of all reports for the Grant Provider, within the deadlines and in the format specified by the Beneficiary,
- c. immediately inform the Beneficiary of any suspicion of fraud, corruption or other illegal activities related to the Project and provide the Beneficiary with assistance in investigating them,
- d. follow relevant national legislation and legal principles of public procurement, cooperate in the preparation and updating of the Public Procurement Plan and the List of Tender Procedures and provide the Beneficiary with all the necessary documentation and assistance necessary to verify the compliance of procurement procedures within the prescribed deadlines,
- e. keep all documents related to the Project, including Project expenditure documents, in their original form or in certified copies stored on generally accepted data carriers, for a period of at least ten years from 1 January following the year in which the final report of the Programme was approved,
- f. allow ongoing and subsequent checks of all documents related to activities carried out under the Project, allow ongoing verification and provide full cooperation to all authorised control bodies or their representatives (Ministry of the Environment , National Coordination Unit – Ministry of Finance of the Czech Republic (hereinafter referred to as NCU), and in particular the authorities of the Swiss-Czech Cooperation Programme – Swiss Contribution Office (hereinafter referred to as SCO), Swiss Secretariat for Economic and Foreign Affairs (hereinafter referred to



- as SECO) and external auditors appointed by Switzerland. The Partner is obliged to inform the Beneficiary without delay of all audits related to the Project, of any corrective measures proposed as a result of these audits and of their implementation,
- g. keep accounts in accordance with the legal regulations of the country in which it operates,
 - h. keep separate accounts (e.g. using analytical accounts or cost centres) for all transactions related to the Project,
 - i. ensure the sustainability of all outputs referred to in Article V. 2, where the nature of such outputs allows it, for a period of at least five years after the end of the Project.
 - j. ensure publicity for the project in accordance with the requirements of the Program.

VI. Project Budget and Eligibility of Expenditures

1. Partner 1's budget is specified in the Full Project Application, which is attached to the GAD, or in the approved amended Full Project Application, and is binding on Partner 1. Partner 1 is obliged to implement its project activities in accordance with this budget, its material structure and cost breakdown.

Partner 2 has a zero budget within the Project and will not claim any eligible expenditures, including indirect costs.

2. Any change to Partner 1's budget that affects the structure or amount of eligible expenditure must be discussed in advance with the Beneficiary and is subject to the approval of the Grant Provider in accordance with the GAD. Partner 1 may not change the budget for its part of the Project without the prior written consent of the Beneficiary and the Grant Provider.
3. Partner 1's expenses must comply with the rules for eligibility of expenses set out in the Guidelines for Grant Recipients and in the GAD. Partner 1 may only claim expenses that are necessary for the implementation of Partner 1's activities specified in Article V.2 of this Agreement and that were actually and demonstrably incurred during the implementation of the Project.
4. The Partner may claim indirect costs at a flat rate of up to 20% of its total direct eligible expenses within the Project, in accordance with the conditions set out in the GAD and the Guidelines for Grant Recipients.
5. Partner 1 may not include in the eligible expenses of the Project any expenses for which Partner 1 receives or will receive support from other public sources, and must comply with the prohibition on double funding.
6. The eligibility and verification of travel, accommodation and meal costs shall be governed by each Partner's internal guidelines or standard practice applicable in its country of operation (for Partner 2, standard Swiss practice).
7. Partner 1 shall submit expenditure documentation, in accordance with the agreed budget, to the Beneficiary in a form agreed by both parties. Partner 2 shall provide



documentation only to the extent necessary to evidence the delivery of its non-financial contributions/outputs.

8. Partner 1 is obliged to pay for the co-financing of its part of the budget. At the same time, it is also obliged to pay any costs exceeding the agreed budget framework and any ineligible project costs.

VII. Project financing

1. Funds for the implementation of the Project shall be provided to Partner 1 in the form of advance and balance payments in accordance with the GAD. Partner 2 has a zero budget within the Project and is not entitled to receive any payments under this Agreement.
2. Partner 1 may receive advance payments in accordance with the GAD, up to the amount of the payment request for its approved share of the project budget. Any further advance payments may only be provided after proof of the use of advance payments already provided in the monitoring report and payment request with the principal investigator.
3. Advance payments and the balance payment shall be provided to Partner 1 on the basis of supporting documents submitted by Partner 1 to the Beneficiary. Eligible expenses specified in these reports shall be included in the payment requests submitted by the Beneficiary to the Grant Provider as part of the Project monitoring reports. After the payment request has been approved and paid by the Grant Provider, the Beneficiary shall pay Partner 1 the approved eligible expenses, unless they have been pre-financed by an advance payment.
4. Each advance and balance payment shall be provided to Partner 1 within 30 days of the Grant Provider crediting the funds to the Beneficiary's bank account.
5. Funds provided to Partner 1 as an advance payment that are not used to finance eligible expenses by the time the final monitoring report is submitted shall be returned to the Beneficiary's bank account specified in Article I of this Agreement no later than 10 days after the final monitoring report is submitted.
6. The remaining funds from the total amount of Partner 1's share of the grant will be provided to Partner 1 as a residual payment, which will be made after the approval and payment of the payment request relating to the final monitoring report. The residual payment will include a payment of at least 10% of Partner 1's share of the Project budget.
7. All ineligible expenses of each Partner (including expenses exceeding the approved budget) incurred within the Project shall be covered by that Partner from its own resources. Partner 2 covers all its Project-related costs from its own resources given its zero budget within the Project.



8. Payments to Partner 1 shall be made to the bank account specified in Article I of this Agreement in CZK. The date of payment shall be deemed to be the date on which the amount is debited from the Beneficiary's account.
9. If, during the implementation of the Project or during an inspection carried out by the Grant Provider or another supervisory authority, it is found that the funds or part thereof were provided to Partner 1 without authorisation, Partner 1 shall be obliged to return the unauthorised amount to the Beneficiary without delay.
10. The Beneficiary is entitled to suspend payments to Partner 1 for the necessary period of time if it considers that there has been a serious breach of Partner 1's obligations or irregularities requiring investigation.

VIII. Documentation of expenses

1. Eligible expenses of Partner 1 claimed in monitoring reports must be documented in accordance with the rules set out in the Guidelines for Grant Recipients, in particular by copies of invoices received, accounting documents, bank statements or other documents proving the payment of eligible expenses. Personnel costs must be documented by payslips, timesheets, employment contracts and other relevant documents.
2. Unless otherwise agreed, Partner 1 shall upload the documents serving as evidence of the eligible expenses claimed in electronic form to a shared folder designated by the Beneficiary.
3. Partner 1 is obliged to provide the Beneficiary with such documentation of expenses that will enable the Beneficiary to fulfil all its obligations towards the Grant Provider. Partner 1 shall submit documentation to the extent necessary to verify eligibility, proper audit trails and to enable checks to be carried out in accordance with this Agreement.
4. Eligible expenses incurred within the Project must be identifiable, verifiable and properly recorded in the Partner 1's accounting system.
5. All invoices and other documents proving the payment of eligible expenses must be properly stored and retained by Partner 1 for the period specified by applicable law. Each accounting document for an eligible expense must contain information that it is financed from the Swiss-Czech Cooperation Programme with a clear indication of the Project.

IX. Compliance with legal regulations, public support and property

1. When implementing the project, the Partner 1 based in the Czech Republic shall comply with all relevant Czech legislation, in particular the Public Procurement Act, the Accounting Act, tax regulations, and regulations on nature conservation, occupational safety, etc.



2. The Partner 1 based in the Czech Republic acknowledges that the project may be subject to the public support regime under Commission Regulation (EU) No. 651/2014. The partner shall not cause the maximum aid intensity specified in the GAD to be exceeded and shall provide the Beneficiary with all information necessary to fulfill its obligations in the area of public support.
3. Partner 1 shall treat the property acquired from the grant with due care and shall ensure that it is insured for the entire period during which it is obliged to keep the property. Partner 1 may not sell, transfer, lease, encumber, donate or otherwise dispose of property acquired from the grant for the period specified in the GAD, but for at least five years after the end of the Project, without the prior written consent of the Grant Provider. Partner 1 is obliged to immediately notify the Beneficiary of any loss, damage or destruction of the property and to compensate for the damage incurred.

X. GDPR, confidentiality and confidential information

1. When processing personal data in connection with the implementation of the Project, the Contracting Parties shall proceed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) and with the relevant legal regulations of the Czech Republic on the protection of personal data.
2. Each party shall be responsible for the processing of personal data within its own competence and within the scope of its activities within the project.
3. If the processing of personal data of the other party is transferred to the Partner or the Beneficiary, the Contracting Parties shall conclude a separate agreement on the processing of personal data in accordance with Article 28 of the GDPR.
4. The Contracting Parties undertake to maintain confidentiality regarding all non-public facts, information and documents that they learn in connection with the implementation of the Project and this Agreement, and not to disclose them to third parties without the prior written consent of the other contracting party. The Parties shall take appropriate technical and organisational measures to ensure the confidentiality, integrity and availability of data and shall maintain confidentiality regarding confidential information without any time limitation (except for obligations imposed by law).
5. The confidentiality provisions shall not apply to the provision of information and documents to the competent supervisory authorities referred to in this Agreement and in the GAD.

XI. Final provisions

1. Governing law



This Agreement and all matters not expressly governed by this Agreement shall be governed by the applicable laws of Czech republic.

2. Validity and Effectiveness of the Agreement

This Agreement shall enter into force on the date of its signature by both Contracting Parties.

3. Amendments

Any amendments or supplements to this Agreement may only be made by mutual agreement of the Contracting Parties in the form of written addenda signed by the authorised representatives of the Contracting Parties.

4. Notifications and communication

All notifications and other communications between the Contracting Parties shall be sent in writing to the addresses specified in Article I of this Agreement or, in the case of e-mail communication, to the contact addresses of the Project managers.

5. Dispute resolution

All disputes arising from this Agreement shall be resolved primarily by amicable means with the participation of the NCU and SCO/SECO. If it is not possible to settle the dispute between the Contracting Parties amicably, it shall be decided by the competent court of the Czech Republic.

6. Liability for damages

- a) If either party breaches any obligation arising from this Agreement or from generally binding legal regulations, it shall be liable for any damage caused to the other party.
- b) If, as a result of a breach by the Partner, the Beneficiary incurs a penalty for breach of budgetary discipline, a reduction in subsidies, a fine or other sanction, the Partner shall be obliged to reimburse the Beneficiary for the full amount thus incurred (including accessories) without undue delay.
- c) The Beneficiary is entitled to set off its due receivables from the Partner against any due liabilities to the Partner under this Agreement.

7. Term of the Agreement

This Agreement is concluded for a fixed term, namely until the objective set out in the GAD is achieved, but for at least five years from the payment of the final payment request by the Beneficiary to the last of the Partners, unless otherwise specified in this Agreement.

8. Termination of the Agreement

The Beneficiary is entitled to terminate this Agreement if the Partner, despite prior written notice, fails to fulfil its obligations under this Agreement. The Partner shall be entitled to terminate this Agreement if the Beneficiary, despite prior written notice, fails



to fulfil its obligations under this Agreement. The termination shall take effect on the day following the day on which the written notice of termination is demonstrably delivered to the other party.

9. Consequences of termination

Termination of this Agreement under this provision shall not jeopardise the fulfilment of its purpose or cause harm to third parties.

10. Termination due to cancellation of the Decision on the Grant of a Subsidy

The Beneficiary's shall also be entitled to terminate this Agreement if the GAD is terminated/cancelled for any reason.

11. Number of copies

This Agreement is made in three copies, each of which is valid as an original, with each contracting party receiving one copy.

IBOT

Date (Beneficiary):

Beneficiary's signature:

ČSOP Vlašim

Date (Partner 1):

Signature of Partner 1:

Topos Marti

Date (Partner 2):

Signature of Partner 2: