**PARTNERSHIP AGREEMENT**

[**name of the Project Promoter**]

Address: …

Represented by: …, Tel. …., email: …

Registered with … Court in …., section …, insert …

Company ID: …

Bank Details: …

(hereafter only the “**Project Promoter**”)

and

[**name of the Project Partner**]

Address: …

Represented by: …, Tel. …., email: …

Registered with … Court in …., section …, insert …

Company ID: …

Bank Details: …

(hereafter only the “**Partner**”)

and

[**name of the Project Partner**]

Address: …

Represented by: …, Tel. …., email: …

Registered with … Court in …., section …, insert …

Company ID: …

Bank Details: …

(hereafter only the “**Partner**”)

*[copy as many times as necessary]*

(hereinafter referred to individually as a “Party” and collectively as the “Parties”)

Concluded on the day, month and year given below this Agreement of Partnership and Mutual Cooperation (hereafter only the “Agreement”).

**Preamble**

This Agreement of partnership and mutual cooperation defines the role of the Project Promoter and the Partner(s) and sets forth their rights and duties, the terms and conditions of their cooperation in the implementation of the Project funded from the programme Active Citizens Fund (hereinafter only the “Programme”) under the EEA Financial Mechanism Programme Area 15 – Civil Society. The Fund Operator of the Programme in the Czech Republic is a Consortium of the Open Society Fund Prague (OSF Prague), Committee of Good Will – Olga Havel Foundation and Czech Scouting Institute, which has been selected and contracted by the Financial Mechanism Office (the Brussels-based secretariat for the EEA and Norway Grants acting as Programme Operator).

**I.**

**Subject and Purpose of the Agreement**

1. The subject of this Agreement is implementation of Project … *(title of the Project)*, (hereafter only the “Project”) supported from the Active Citizens Fund, to the extent and in the method defined in the contract of provision of a foundation contribution (hereafter only the “Project Contract”) No. …, which shall be concluded between the Project Promoter and the Fund Operator, and as described and defined in Annexes … [specify details - Detailed Project Budget, List of main activities carried out by Partner etc.] as an integral part of this Agreement. The Parties expressly acknowledge to be familiar with their roles and responsibilities under the Project Contract and its conditions.
2. The Parties shall act in accordance with the legal framework of the EEA Financial Mechanism 2014–2021, namely with the Programme Implementation Agreement (hereinafter only the “PIA”) which has been signed between the Financial Mechanism Office as the Programme Operator and the OSF Prague as the contracting Party of the Fund Operator on 12 June, 2019. The Parties expressly acknowledge to be familiar and comply with their roles and responsibilities under the PIA.
3. Both the Project Promoter and Partners are bound to abide by the applicable laws of the Czech Republic during the Project implementation, as well as in accordance with the Guide for Project Promoters of the Programme. In case of inconsistencies between this Agreement and PIA, the latter shall prevail.
4. Contracting Parties may not be in a mutual supplier-customer relationship, i.e. realisation of commercial supply of goods or services within Project implementation is not possible.
5. The language governing the execution of this Agreement is English. All documents, notices and other communications foreseen in the framework of this Agreement shall be in English.

**II.**

**Duration of the Agreement**

1. This Agreement is concluded for a definite period of time, i.e. for the period of Project duration, i.e. from ... to ... .
2. If any of the Parties seriously or repeatedly violates a duty implied by this Agreement or by the applicable law of the Czech Republic, the Party may be, based on the written agreement of all the remaining Parties, excluded from further participation on the Project implementation.
3. Any of the Parties can terminate cooperation with other Parties only on the base of a written agreement concluded with all Parties.
4. In case of termination of cooperation of any Party (as stated in point 2 or 3 above), such a Party is obliged to settle its obligations with the other Parties, i.e. state in a written agreement which of the contracting Parties shall take over individual duties, potential liabilities and property values co-financed from the financial support (or carry out a financial settlement) of the Party withdrawing. Such termination of cooperation may however not endanger the performance of the Agreement purpose and no damage may arise to the other Parties.
5. Furthermore, in case of termination of the Project Contract for any reason whatsoever, the Project Promoter may terminate this Agreement with immediate effect.

**III.**

**Rights and Obligations of the Contracting Parties**

1. The Parties have agreed to jointly participate on the implementation of the Project such that:

**The ..., as the Project Promoter**, is responsible for:

* ..
* …
* …

**The ..., as the Project Partner**, is responsible for:

* ..
* …
* …

**The ..., as the Project Partner**, is responsible for:

* ..
* …
* …

*[copy as many times as necessary]*

1. The Promoter and the Partner agree to bear full responsibility for implementation of activities they are bound to carry out in accordance with this Agreement.
2. The Promoter and the Partner are obliged to act in a way which does not endanger Project implementation and the interests of the other party. The Parties shall, at all times, act in the interest of the Programme and the Project and shall take all necessary measures to prevent any conflict of interests or resolve it in the event of such conflict.
3. The Parties shall keep each other informed about all matters of importance to the overall cooperation and the implementation of the activities to be performed.
4. National and EU law on public procurement shall be complied with by the Parties at any level in the implementation of the Project. The applicable procurement law is the law of the country in which the procurement is being carried out.
5. The Party agrees to inform the other Party without delay of all changes which occur on their part in relation to the Project or changes connected with the activities it implements in accordance with this Agreement. A Party also agrees to inform the other Party without delay of all facts which affect or may affect Project implementation or performance of the Project Contract and of any irregularity or event that could lead to a temporary or final discontinuation or any other deviation of the Project.
6. Each Party shall appoint a person responsible for the implementation of the Project as well as for all exchanges of communication, documentation and materials between the Parties.
7. *[list other obligations, if applicable, such as:*

*Intellectual property rights [Provisions on the ownership of work, materials or other results produced under the Agreement and the use thereof by the other Party should be included here, such as:* After the end of the Project, the Project output becomes the property of the Promoter, who will always present such Output with reference to the Partner*.]*

**IV.**

**Obligations of the Project Promoter**

1. The Project Promoter is responsible for the overall coordination, management and implementation of the Project in accordance with the regulatory and contractual framework specified herein. It assumes sole responsibility for the correct and timely implementation of the Project and its’s activities towards the Fund Operator.
2. The Project Promoter undertakes to, inter alia:

* Provide the Partner with access to copy of the signed Project Contract, including any subsequent amendments thereof as of their entry into force;
* Provide the Partner with access to all available documents, data, and information in its possession that may be necessary or useful for the Partner to fulfil its obligations; in cases where such documents, data and information are not in English, it shall provide an English translation thereof when so requested by the Project Partner;
* Consult the Partners before submission of any request for amendment of the Agreement to the Fund Operator that may affect or be of interest for the Partner’s role, rights and obligations hereunder;
* Prepare and submit in a timely manner to the Fund Operator reports on Project implementation in connection with the payment claims, in compliance with the PIA and as stipulated in the Project Contract so as to meet the payment deadlines towards the Partner as stipulated in this Agreement;
* [*list other obligations, if applicable*].

**V.**

**Obligations of the Partner(s)**

1. The Project Partner is responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement and Annex[*es*] [*number or name, such as*  “*List of activities*”].
2. The Project Partner shall also:

* Provide the Project Promoter with all information necessary for the preparation of any report on Project implementation to the Fund Operator or any other additional information required within the deadlines and according to the reporting forms set by the Project Promoter; inform the Project Promoter of the state of drawing eligible expenses, financing sources for these expenses and potential direct revenues of the Project;
* Cooperate with the Project Promoter on all monitoring and evaluation of the project or programme, to ensure conditions, cooperation and to provide any bodies carrying out mid-term or ex-post control of the Project implementation, mid-term or ex-post evaluations of the Programme, as well as any monitoring, audits and on the spot verifications on behalf of the EEA Financial Mechanism any document or information necessary to assist with the evaluation (in accordance with Chapter 9 and 12 of PIA);
* Consult the Project Promoter in advance about any circumstance that could lead to any Project change or would require submission of any request for amendment of the Agreement to the Fund Operator;
* Immediately inform the Project Promoter of any irregularity or of any cases of suspected or actual fraud, corruption or other illegal activity that come to its attention, at any level or any stage of implementation of the Project; In case an irregularity has come to the attention of one Party, that Party shall immediately inform the other Party thereof in writing;
* Comply with any measures taken by the competent bodies to remedy any such irregularity, including measures to recover funds, a decision to suspend payments and/or request reimbursement from the Partner, the Project Partner shall, in such cases, return the funds to be recovered through the Project Promoter. The Project Promoter shall, without delay, submit a copy of the decision referred to in this case to the Project Partner.;
* Effectively participate in promoting the objectives, activities and results of the Project and abide by the programme publicity rules, in particular: ensuring the visibility of the Active Citizens Fund, Consortium and EEA and Norway Grants at project events, listing grant donors in accordance with the recommended wording, using obligatory logos/messages in all printed and electronic materials and the like;
* Keep all supporting documents regarding the Project, including the incurred expenditure, either in the form of originals or in versions certified to be in conformity with the originals on commonly accepted data carriers, for at least three years from the 1st January following the year when the Active Citizens Fund Final Report has been approved by the Financial Mechanism Office.
* [*list other obligations, if applicable*].

1. The Partner herewith gives their consent to the use of data in the Financial Mechanism Office and Fund Operator information systems and accounting for the purpose of administration of grants from the EEA and Norway Grants.

**VI.**

**Project budget, eligibility of expenditures and payments to the Partner**

1. The detailed total Project budget as well as the allocation of the budget, amongst the activities to be performed by each Party is fixed in Annex …; the budget share of [each Party/the Partner] is fixed *(possibility 1)* in Annex ... *(or possibility 2)* as stated below:

**The project budget share of the ..., as the Partner is**:

* total amount of Partner’s expenses amounts to **…€**, i.e. the maximum **… %** of project budget;
* the expected grant amount for Partner’s expenses amounts to **...€**, i.e. the maximum ...% of project grant eligible expenses of the Partner share;
* the expected amount of project co-financing by the Partner amounts to ...€, i.e. the maximum … % of project budget [*or: eligible expenses of the Partner share*];
* share of indirect expenses amounts to ... % of direct eligible staff costs of the Partner.

**The project budget share of the ..., as the Partner is**:

* total amount of Partner’s expenses amounts to **…€**, i.e. the maximum **… %** of project budget;
* the expected grant amount for Partner’s expenses amounts to **...€**, i.e. the maximum ...% of project grant eligible expenses of the Partner share;
* the expected amount of project co-financing by the Partner amounts to ...€, i.e. the maximum … % of project budget [*or: eligible expenses of the Partner share*];
* share of indirect expenses amounts to ... % of direct eligible staff costs of the Partner.

*[copy as many times as necessary]*

1. The project budget, as well as project grant, is denominated in euro. The expenses of the project will be reimbursed in €, including the costs made in other currencies than €. The average monthly exchange rate of the ČNB (Czech National Bank) has to be used for project expenditure. Exchange losses and profits debit to each Party to which the costs have incurred.
2. Expenditures incurred by the Partner must be in line with the rules on eligibility of expenditure contained in the PIA, specifically Chapter 4 thereto and with the Fund Operator’s procedures for administrative and on the-spot verifications, audits and monitoring of projects, as well as to the extent necessary for the Project Promoter to comply with its obligations to the Fund Operator.
3. Proof of expenditure shall take the following form of:
4. copies of receipted invoices, payroll extracts or alternatively by accounting documents of equivalent probative value (Article 9.2.1 of the PIA) based on costs incurred and registered in accountancy of the Party; Costs incurred by the Partner shall be reported by given headings, given reporting periods and given form by the Project Promoter (or Fund Operator);
5. a report by an independent auditor, qualified to carry out statutory audits of accounting documents, certifying that the reported costs are incurred in accordance with the PIA, the national law and relevant national accounting practices shall also be accepted as sufficient proof of expenditure incurred for Partners whose primary location is in one of the Donor States or Partners that are international organisations or bodies or agencies thereof (Article 9.2.2 of the PIA).
6. Indirect costs shall be claimed by the application of a flat rate of up to [number approved in Project Contract, up to 15%] % of direct eligible staff costs and do not need to be supported by the proof of expenditure.
7. Payments of the project grant share to the Partner shall take the form of *[specify the applicable forms of payments:* advance payment, interim payments *(which can be* based either on a pre-financing of planned activities/expenditures or a reimbursement of incurred expenditure reported*)* and payment of the final balance].
8. [If applicable] The advance payment to the Partner in amount of …€ shall be made no later than [number of working days] of the crediting of the advance payment from the Programme to the Project Promoter’s bank account.
9. Interim payments shall be paid based on [specify how the Project Partner is to claim funds from the Project Promoter i.e. based on a pre-financing of planned activities/expenditures or a reimbursement of incurred expenditure reported]. Payment claims shall be submitted to the Project Promoter [specify the monthly frequency or specific deadlines].
10. Interim payments to the Partner shall, be made within [number of working days from receipt of the Partner’s payment claim or, in case deadlines are specified in paragraph above, the dates by which the Project Promoter shall transfer the amounts. Consider including a provision addressing the consequences of any delays in submitting payment claims by the Partner].
11. Payment of the final balance shall be made within [number of working days from [specify details] receipt of the Partner’s payment claim.
12. Payments to the Partner shall be made to the Partner’s bank account denominated in [specify the currency], identified above/ as follows: [specify bank account details of the Partner: name of bank, address of branch in full, exact designation of account holder, full account number including IBAN and BIC/Swift codes].
13. Payments shall be deemed to have been made on the date on which the Project Promoter’s account is debited.

**V.**

**Liability**

1. The Project Promoter is legally and financially responsible for the correct and legal use of the financial support.
2. The Partner is obliged to settle damages incurred by the Promoter due to the Partner violating the obligations implied by this Agreement. The Partner is liable for damages incurred by the other Contracting parties as well as third persons due to the Partner violating the obligations implied by this Agreement or by violating legal provisions.
3. Liability is subjective. The Partner is not liable for damages incurred by the actions or negligence of the Promoter.

**VI.**

**Final provisions**

1. This Agreement is effective as of the date of signature by the last of the Contracting Parties.
2. The Agreement is produced in … identical copies, each of which has the validity of the original. Each Contracting party shall receive one copy. The Project Promoter agrees to provide a copy of the signed Agreement to the Fund Operator, and to do so before conclusion of the Project Contract between the Promoter and OSF Prague/VDV.
3. All changes to this Agreement are to be made solely by written amendments numbered in ascending order. In the case of conclusion of an amendment, the Promoter agrees to provide a copy of this to the Fund Operator within one month of its conclusion the latest.
4. Any dispute relating to the conclusion, validity, interpretation or performance of this Agreement shall be resolved amicably through consultation between the Parties.
5. Contracting Parties have been acquainted with all relevant Project documents and with their role in the Project.

In ……….………. on…………….…

[Name of the person]

[**Name of the Project Promoter**]

……….……………….………………

Project Promoter

In ……….………. on…………….…

[Name of the person]

[**Name of the Project Partner**]

……….……………….………………

Partner

In ……….………. on…………….…

[Name of the person]

[**Name of the Project Partner**]

……….……………….………………

Partner

*[copy as many times as necessary]*