**This template is binding as to the structure only.** Rights and obligations may be defined differently between the beneficiary and the partners as long as there is no conflict with any legal act governing the granting/transfer of support and/or with the Rules for Applicants and Beneficiaries – the General Part of the OP RDE, or the Rules for Applicants and Beneficiaries – the Specific Part (where relevant).

***If one of the contracting parties is a legal entity established by the state, region, municipality or a group of municipalities, the Agreement on Partnership with Financial Contribution is not valid unless it also includes a clause certifying the establishing authority’s consent with the partnership agreement being entered into by the legal entity.***

**Agreement on Partnership *with/without financial contribution***

**(hereinafter the Agreement)**

entered into pursuant to Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code

**Article I**

**CONTRACTING PARTIES**

…………………………………………………………………………………………………………………………………………………………….

having its registered office/place of business at …………………………………………………………………………………

represented by …………………………………………………………………………………………………………………………………..

registered with …………………………………. Court in ………………………………………, Section …..……, insert ….…..[[1]](#footnote-1)

registration No.: …………………………………………………., bank details: …………………………….……………..…………..[[2]](#footnote-2)

(hereinafter the Beneficiary)

and

………………………………………………………………………….…………………………………………………………………………………

having its registered office/place of business at …………………………………………………..…………………………….

represented by ……………………………………………………………………………………………..…………………………………..

registered with ……………………………………….. Court in ………………………………, Section …..……, insert ….…...1

registration No.: ……………………………………………………., bank details: …………………………….……..………………..2

hereinafter the Partner)

and

………………………………………………………………………….…………………………………………………………………………………

having its registered office/place of business at ……………………..………………………………………………………….

represented by …………………………………………………………………………….………………..…………………………………..

registered with ……………………………….……….. Court in ………………………………, Section …..……, insert ….…...1

registration No.: ………………………….………………………., bank details: …………………………….………………………..2

 hereinafter the Partner)

and

have entered into this Agreement on a partnership (hereinafter the Agreement) on the day, month and year below written, as follows

**Article II**

**SUBJECT-MATTER AND PURPOSE OF THE AGREEMENT**

The subject-matter of this Agreement is the definition of the legal position of the Beneficiary and its Partner(s), their roles and responsibilities, as well as the stipulation of their mutual rights and obligations during the implementation of the Project under Article II.2 hereof.

The purpose of this Agreement is to provide for mutual cooperation between the Beneficiary and the Partner(s) who are jointly implementing the Project “………………………..…………”, with registration number [[3]](#footnote-3) …...……….., under the Operational Programme Research, Development and Education (hereinafter the Project); the project documentation is attached as an annex hereto.

The relationship between the Beneficiary and its Partner(s) shall follow the principles of partnership that are defined in the Rules for Applicants and Beneficiaries – the General Part, and the Rules for Applicants and Beneficiaries – the Specific Part in relation to calls for Long-term Cross-sectoral Cooperation and Long-term Cross-sectoral Cooperation for ITI published under the Operational Programme Research, Development and Education (hereinafter the Rules for Applicants and Beneficiaries), the binding version of which is provided in the legal act governing the provision/transfer of support or, where appropriate, in the Decision to Modify the Legal Act Governing the Granting/Transfer of Support, or in the call.

When implementing the Project, the Beneficiary and its Partner(s) are obligated to follow the Rules for Applicants and Beneficiaries provided in the legal act governing the granting/transfer of support or, where appropriate, in other methodological guidelines issued by the Managing Authority (the Ministry of Education, Youth and Sports).

The Partner(s) must be involved in the Project‘s implementation in the form of effective cooperation and must respect all state aid rules in order to prevent state aid being transferred to the Partner(s).

**Article III**

**RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES**

The contracting have parties agreed to jointly participate in the implementation of the Project referred to in Art. II hereof as follows:

1. *The Beneficiary* will carry out the following activities (including but not limited to):
* Project management (always carried out by the Beneficiary);
* Research activities;
* Lecturing activities;
* Preparation and management of conferences and workshops;
* Preparation of the project proposal and any modifications and amendments thereto;
* Continuously providing information to the Partners;
* Evaluation of project activities on a continuous basis;
* Evaluation of comments and assessment of project outputs;
* Project publicity;
* Discussing all changes and obligations with the Partner;
* Preparation of implementation reports and submission of requests for payment;
* Approval and reimbursement of eligible expenditures spent by the Partner, etc.
1. *The Partner* will carry out the following activities (including but not limited to):
* Comments and assessment of project outputs;
* Facilitating contacts with the target group (ensuring information transfer between the target group and the Beneficiary);
* Research activities;
* Cooperation in proposing modifications and amendments to the Project;
* Account statement of expenses incurred;
* Preparation of reports on their activities in the agreed periods, etc.
* Representing the Beneficiary in the exercise of the rights and obligations related to tendering procedures or proposal competitions, pursuant to Section 43 of Act No. 134/2016 Coll., on Public Procurement, as amended.
1. The Beneficiary and the Partner(s) undertake to be fully responsible for the performance of the activities they are supposed to carry out under this Agreement.
2. Each Partner is obliged to act in a manner that does not jeopardize the implementation of the Project or the interests of the Beneficiary or the Partner(s).
3. The contracting parties are obliged to inform one another regularly about the course of the Project and immediately about all facts that are important for implementing the Project. For the purpose of this paragraph, important facts shall be facts other than common (everyday) activities in respect of which the other contracting parties assume, taking into consideration the nature of the Project, are performed by the respective contracting party. Important facts shall also mean communication with the provider, particularly about expected inspections or assessments of the Project.
4. The contracting parties are obligated to inform one another about any and all changes concerning their persons, particularly about the fact that one of the contracting parties no longer meets the Project qualification conditions, as well as changes to any facts stated in the approved Project proposal and any other changes and facts that could affect the implementation and the objective of the Project. The contracting parties shall also inform one another about any fact that affects or might affect the fulfilment of the obligations stipulated in the Decision on Granting Support and or annexes thereto.
5. The contracting parties are involved in the Project‘s implementation for the purpose of exchanging knowledge and technology in order to achieve a joint goal through labour division, they contribute towards the Project‘s implementation and share the risks and outputs.
6. Furthermore, the Partner agrees to:
* (relevant only where a domestic Partner is financially participating in the Project’s implementation) Open a project bank account to be used exclusively for transactions related to the Project. The Project bank account may be opened with any bank authorized to carry out business in the Czech Republic and must be denominated solely in CZK. The Partner is obligated to maintain its bank account also after the Project’s completion until the Partner receives the final payment or until the financial settlement of the Project, as appropriate;
* (relevant only where a foreign Partner is financially participating in the Project’s implementation) Open a bank account to be used exclusively for transactions related to the Project. The Partner is obligated to maintain its bank account also after the Project’s completion until the Partner receives the final payment or until the financial settlement of the Project, as appropriate;
* (relevant only where a domestic Partner is financially participating in the Project’s implementation) keep accounts in accordance with Act No. 563/1991 Coll., on Accounting, as amended, or tax records pursuant to Act No. 586/1992 Coll., on Income Tax, as amended. If the Partner keeps tax records, the Partner must ensure that the relevant documents proving the expenditures spent in relation to the Project include all the particulars of an accounting document required under Section 11 of Act No. 563/1991 Coll., on Accounting, as amended, and that these documents are correct, complete, conclusive and comprehensible. In addition, the Partner is obligated to keep the records in the manner prescribed in Act No. 563/1991 Coll., on Accounting, as amended, and in Act No. 499/2004 Coll., on Archives and Records Service and on the Amendment to certain acts, as amended, and in accordance with other applicable legal regulations in force in the Czech Republic;
* (relevant only where a foreign Partner is financially participating in the Project’s implementation) keep accounts in accordance national legal regulations on accounting and keep tax records so that relevant documents are correct, complete, conclusive and comprehensible. In addition, the Partner is obligated to keep the records in accordance with the relevant national legal regulations;
* (relevant only where the Partner is financially participating in the Project’s implementation) keep separate accounting records for all accounting cases related to the Project;
* (relevant only where the Partner is financially participating in the Project’s implementation) include, in the Project’s expenditures, only those expenditures meeting the effectiveness and eligibility rules provided for in the legal act governing the granting/transfer of support;
* (relevant only where the Partner is financially participating in the Project‘s implementation) use the funds provided under this Agreement in accordance with the principles specified in the Rules for Applicants and Beneficiaries and in the legal act governing the provision/transfer of support, in particular the principles of value for money, efficiency and effectiveness;
* (relevant only where the Partner is financially participating in the Project’s implementation and it is a GBER entity) comply with state aid rules (GBER – Commission Regulation (EU) No. 651/2014 and the Framework for State Support of Research, Development and Innovation);
* (adequate arrangements for the Partners’ responsibilities in relation to the indicators) during the implementation of the Project, provide cooperation in achieving the Project indicators set out in Annex No. …. to this Agreement. The Partner shall not be responsible for achieving any binding Project indicators.

 During the implementation of the Project referred to in Article II hereof, the Partner ………. shall achieve the following indicators: ……….;

* at the request of the Beneficiary, provide any required additional information related to the Project‘s implementation, in writing, without delay and no later than in the period set by the Beneficiary; such period must be sufficient to handle the request;
* properly store all documents related to the Project‘s implementation in accordance with the applicable legal regulations in force in the Czech Republic and EU, pursuant to Chapter 7.4 of the Rules for Applicants and Beneficiaries;
* (relevant only if sustainability is specified in the call) throughout the Project‘s implementation and sustainability, where sustainability is relevant and if required for the Project, comply with the applicable legal regulations of the Czech Republic and EU and EU policies, in particular the competition rules, applicable regulations governing public support, principles of environmental protection and the promotion of equal opportunities;
* throughout the Project‘s implementation and sustainability (where relevant), manage all assets acquired, even if partially, from the financial support, with due diligence and care, in particular secure them against damage, loss or theft. The Partner is not entitled to burden any assets co-financed from the financial support with any third-party easement, including a right of lien, or to sell or otherwise dispose of the assets. In case of the destruction, damage, loss, theft or other detrimental occurrence concerning the assets co-financed from the financial support, the Partner is obliged to acquire these assets again or restore their original condition as soon as possible, but no later than by the termination date of Project implementation. When managing assets acquired from the financial support, the Partner is furthermore obliged to comply with the Rules for applicants and beneficiaries and with the legal act governing the granting/transfer of support;
* when carrying out activities under this Agreement, promote the Project in accordance with the instructions provided in the Rules for applicants and beneficiaries;
* submit to the Beneficiary, at regular intervals or whenever so requested by the Beneficiary, underlying materials for interim reports on the Project’s implementation, information about progress in the Project’s implementation, a final report on the Project‘s implementation and, where applicable, interim reports on Project sustainability and the final report on Project sustainability according to the Rules for Applicants and Beneficiaries;
* allow an audit of all documents related to the activities carried out by the Partner as part of the Project, allow continuous verification of the activities carried out, which the Partner undertook to perform under this Agreement, and provide cooperation to all persons authorized to conduct such audits or persons designated by them, as appropriate. These authorized persons include the Ministry of Education, Youth and Sports, financial administration authorities, the Ministry of Finance, the Supreme Audit Office, the European Commission and the European Court of Auditors and other authorities or persons authorized to conduct audits, if appropriate;
* notify the Beneficiary, without delay, of any conducted audits arising from the participation in the Project referred to in Article II hereof, of all suggested corrective measures, if any, resulting from these audits and the implementation thereof;
* inform the Beneficiary, without delay, about any and all changes in the Partner’s affairs in relation to the Project or changes related to the activities carried out by the Beneficiary under this Agreement.
1. (relevant only where the Partner is financially participating in the Project‘s implementation) the Partner is not entitled to cover any of the activities carried out under this Agreement from the funds provided from another budgetary chapter of the Ministry of Education, Youth and Sports, from another budgetary chapter of the national budget, state funds, other EU structural funds or EU financing, or from other public sources.
2. (relevant only if the Project is implemented under the de minimis or state aid scheme) in all its activities for the target groups, which are of a small scale support nature (“de minimis”) or state aid under block exemptions, the Partner is obliged to follow the instructions of the Beneficiary and ensure that such support is only used by those entities that may use it, and to provide sufficient underlying materials to the Beneficiary to keep transparent records of the support provided.
3. The Beneficiary undertakes to inform the Partner(s) about all facts relevant for the fulfilment of their obligations under this Agreement, in particular to provide them with the Decision to Modify the Legal Act Governing the Granting/Transfer of Support, if any.

**Article IV**

**PROJECT FINANCING**

1. The Project pursuant to Article II hereof shall be financed from the funds to be provided to the Beneficiary in the form of financial support under the legal act governing the granting/transfer of support from the Operational Programme Research, Development and Education.
2. Expenditures for activities, through which the Beneficiary and the Partner(s) participate in the Project, is described in detail in the application for support, which is attached as Annex No. ……… hereto.

The total financial share in the Project by the Beneficiary and the different Partners is as follows:

1. Beneficiary: CZK …………………………
2. Partner (without a financial contribution, if any ): CZK ……………..
3. Partner (with a financial contribution, if any ): CZK ……………..
4. (relevant only where the Partner is not financially participating in the Project‘s implementation) A Partner without any financial contribution shall not hold a financial share in the Project budget. Activities referred to in Article III shall be carried out by the Partner without the right to reimbursement of expenditures by the Beneficiary.
5. (relevant only where the Partner is financially participating in the Project‘s implementation) Any funds obtained to carry out activities referred to in Article III hereof shall be used by the Partner(s) with a financial contribution solely to cover the expenditures spent that are necessary to achieve the objectives of the Project and, at the same time, such expenditures that are deemed eligible in accordance with Council Regulation (EC) No. 1303/2013 and the Rules for applicants and beneficiaries, and that were incurred by the Beneficiary or the Partner(s) no earlier than on the date of issue of the legal act governing the granting/transfer of support, unless an earlier starting date of Project implementation than the date of issue is provided for in the legal act governing the granting/transfer of support, and no later than on the closing date of the Project‘s implementation or, where applicable, after the termination of Project implementation if related to the financial and substantive closing of the Project.
6. (relevant only where the Partner is financially participating in the Project‘s implementation) Each Partner is obliged to follow the expenditure structure with a breakdown for the Beneficiary and the different Partners and with a breakdown by budget items according to Annex No. 2 hereto.
7. (relevant only where the Partner is financially participating in the Project‘s implementation) The Partner is obligated to cover eligible Project expenses incurred in relation to the performance of activities listed in Article II hereof (including payments to contractors) first from its funds and only then can the Partner ask the Beneficiary for reimbursement of the expenses from the funds allocated to the support subject to the submission of accounts.

**Article V**

**LIABILITY FOR DAMAGE**

1. The Beneficiary shall be legally and financially liable for the correct and lawful use, by all Partners, of the financial support granted based on the legal act governing the granting/transfer of support in relation to the financial support provider, i.e. the Ministry of Education, Youth and Sports.
2. Each Partner is obliged to compensate the Beneficiary for any damage for which the Beneficiary is liable under Article V (1) hereof and which was suffered by the Beneficiary as a result of any violation of the obligations under this Agreement by the Partner.
3. Each Partner shall be liable for any damage suffered by other parties to this Agreement or third parties as a result of any violation of his/her obligations under this Agreement as well as of the general provisions of applicable legal regulations.
4. The Partner shall not be liable for damage caused by any act or omission by the Beneficiary or other Partner(s).

**Article VI**

**OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES**

1. The contracting parties are obliged to refrain from taking any actions that could preclude or hamper the purpose of this Agreement.
2. The contracting parties are obliged to inform each other about any circumstances relevant for the performance of this Agreement and for the Project‘s implementation, in accordance with the legal act governing the granting/transfer of support and without undue delay
3. When implementing the Project, the contracting parties are obliged to act ethically, correctly, transparently and in accordance with good manners.
4. The Partner is obliged to communicate to the Beneficiary, by …………, the contact details for the employee in charge of coordinating the Project-related activities referred to in Article II hereof.
5. Assets financed from the financial support shall be the property of the party which financed (paid for) it, unless agreed otherwise by the contracting parties; a change of ownership is possible if a situation referred to in Article VII (2) and (3) hereof occurs.
6. The contracting parties are obliged to agree on appropriate arrangements covering the intellectual property rights, defining the shares in the results of their cooperation and other disposal of such rights in order to avoid any violation of the state aid rules.
7. All rights to the Project‘s outputs belong to the Beneficiary and Partners of the Project. The division of rights to the outputs while respecting the ban on indirect state aid (under the Framework, i.e. where a co-ownership share is defined, the share of expenses incurred by beneficiaries will be taken into consideration accordingly so indirect state aid is avoided) will be as follows:

a. Output 1:

b. Output 2:

Each contracting parts agrees not to knowingly use any property rights of the remaining contracting parties, unless provided otherwise in the Agreement.

The contracting parties acknowledge that when using the achieved outputs and providing them to third parties, the below rules must be observed:

* When providing the outputs of the Project, it is necessary to observe the provisions of Section 16 of Act No. 130/2002 Coll., on the Support of Research and Development from Public Funds and on the Amendment to Some Related Acts (hereinafter the Research and Development Support Act);
* If the outputs are not used in a manner and within the period provided in the Agreement, the Beneficiary/Partner will provide any achieved outputs for use to all interested parties under non-discriminatory conditions;
* the Beneficiary/Partner may provide any outputs that resulted from a public contract in research, development and innovation only for consideration at a price corresponding at least to the fair market value. If the market value may not be objectively determined, the Beneficiary/Partner will proceed with due care to obtain the highest possible consideration that may be usually set as the sum of costs spent to achieve the output plus an adequate profit. When providing outputs to an entity that participated in a contribution provided from non-public funds, the amount of consideration for the output‘s provision will be decreased by the amount of non-public aid provided by such entity;
* the Beneficiary may exercise its right to check Project Partners also with respect to handling outputs.
1. A plan (including reasoning) will be provided for each output to protect the outputs that are generated under the project. The plan is separately attached hereto. The contracting parties will make sure in the future that any transfer of outputs is in line with the rules for handling Project outputs, especially with respect to the condition to transfer outputs at the market value or for the highest consideration possible (see the state aid rules); at the same time, preferential access to outputs by some entities will be observed (Section 16 of the Research and Development Support Act).
2. Each contracting party is entitled to profit from the outputs, if applicable, and will share any loss or other expenses according to their co-ownership shares in the outputs. No contracting party under any circumstances will be entitled to a higher profit or will be exempt from the risk of loss contrary to the criteria in the preceding sentence. The expenses of the Project‘s implementation will be divided so that each contracting party will only pay expenses that it actually incurs.
3. The below contracting parties are the owners of and are entitled to use the following property that they provided for the purpose of the Project solution.

a. Applicant/Beneficiary

b. Partner 1:

c. Partner 2:

d…………………

For the purpose of the Project solution, a contracting party may request access to another contracting party´s know-how and access rights to knowledge that were not generated under the Project solution as long as it notifies the Applicant/Beneficiary thereof; the other contracting party is not authorized to deny access without providing a reason. After the completion of the Project‘s implementation, the contracting parties will stop using both tangible and intangible assets provided by other contracting parties and will return such assets to each other, including any material carriers of intellectual property and any relevant documents.

1. The owners of assets needed to solve the Project are the Beneficiary and other Partners who acquired such assets or created them while solving the Project. The contracting parties are not and will be not the owner of the following assets:

*(specify the assets that the contracting parties will acquire or create and that will be owned by them, including their respective shares).*

1. The contracting parties have free access to the outputs of projects that were achieved during its solution and are needed for the implementation of the contracting parties‘ contributions towards the project.

After the completion of the Project solution, the contracting parties have access to Project outputs and to any rights that were invested, acquired and/or created during the Project solution under the following conditions:

 *(specify the conditions)”*

1. Research organizations are entitled to accept property rights and the rights to use the Project outputs that are beyond commercial interests of other Project participants. Outputs to which commercial interests of the participants apply can only be used subject to agreement by the contracting parties.
2. Each contracting party is liable for any loss, damage, or harm to a third party the contracting party caused in relation to the Project solution and during all activities in the period to come. Each contracting party is also liable for the due fulfilment of its activities required for Project solution and for performance provided by their suppliers of goods and providers of services that they need to solve the Project.
3. If any contracting party wishes to withdraw from the Project solution due a change to the Project Beneficiary, a decreased number of beneficiaries, or any other change, and the provider approves such change, a handover protocol or other similar documents will be attached to the relevant amendment hereto confirming the approval by all contracting parties regarding the settlement of any obligations of the withdrawing contracting party under the Project solution, i.e. mainly the achieved outputs and any financial issues related to the Project solution and intellectual property rights.

**Article VII**

**TERM OF THE AGREEMENT**

1. The Agreement is concluded for an indefinite period of time
2. If a Partner violates any of its obligations arising from this Agreement or from the applicable legal regulations of the Czech Republic or EU either in a serious manner or repeatedly, the Partner may be excluded from further participation in the Project implementation based on an approved project change. In such case, the Partner concerned must agree with the other parties to the Agreement as to who will assume the Partner’s liabilities and assets financed from the financial support, and must hand over all documents and information related to the Project to the Beneficiary or another designated Partner. This shall be without prejudice to the Partner’s liability for damage under Article V hereof.
3. Any of the Partners may terminate cooperation with other parties to this Agreement only based on a written agreement by all the parties hereto, which must also include an undertaking by the other parties to this Agreement to assume the obligations, liabilities, and assets (financed from the financial support) of the exiting Partner. Such agreement shall enter into effect no earlier than on the date of approval of the project change consisting of the Partner’s withdrawal from the Project implementation by the grant provider (the Ministry of Education, Youth and Sports). Such termination of cooperation may not jeopardize the purpose of this Agreement under Article II hereof and may not cause harm to other parties to this Agreement.

**Article VIII**

**OTHER PROVISIONS**

1. Any modifications to this Agreement may only be carried out upon agreement of all the contracting parties in the form of written amendments hereto signed by the authorized representatives of the contracting parties. In case of any change referred to in Article VII (2), the written amendment does not need to be signed by the Partner whose exclusion is requested. This Agreement shall enter into force and effect on the date of its signing by all contracting parties.
2. Any relations between the contracting parties that are not explicitly addressed in this Agreement shall be governed by Act No. 89/2012 Coll., the Civil Code, and by other generally binding legal regulations of the Czech Republic
3. This Agreement is executed in ….. identical counterparts, of which each of the parties shall receive …… counterpart(s).
4. Annexes No. ………………………….. form an integral part hereof.
5. The contracting parties declare that this Agreement was drawn up on the basis of their true and free will, not under duress or under other markedly unfavourable conditions.
6. This Agreement shall enter into effect on the date on which the legal act governing the granting/transfer of support for the Project becomes final. In case of any conflict between this Agreement and the legal act governing the granting/transfer of support, the wording of the latter shall prevail.

In ……………., on …………………. In ……………., on ………………….

………………………………….. …………………………………..

Beneficiary Partner

1. Applicable only for entities registered in the Czech Commercial Register. [↑](#footnote-ref-1)
2. Bank details include a bank account number to be used to transfer financial support. [↑](#footnote-ref-2)
3. Where the registration number was already assigned to the project. [↑](#footnote-ref-3)