**The template is binding as to the structure only**. The various rights and obligations may be defined differently between the beneficiary and the partners, as long as there is no conflict with the legal act on the granting/transferring the support and/or with the Rules for applicants and beneficiaries – general part of OP RDE or the Rules for applicants and beneficiaries – specific part (where relevant).

***In the event that a contracting party is a legal person established by the State, region, municipality or a group of municipalities, the Agreement on partnership with financial contribution, in order to be valid, must also include a clause certifying the establishing authority’s consent with such an agreement on partnership being concluded by the legal entity.***

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

**(the “Agreement”)**

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

**Article I**

**CONTRACTING PARTIES**

……………………………………………………………………………………………………………………………………….…………………..,

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

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

registered at …………………………………….. Court in …………………………………, Section …..……, file No. ….…..[[1]](#footnote-1),

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

(the “Beneficiary”)

and

………………………………………………………………………….………………………………………………………………………………..,

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

represented by ……………………………………………………………………………………………………………………………………,

registered at …………………………………….. Court in …………………………………, Section …..……, file No. ……..1

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

(the “Partner”)

and

………………………………………………………………………….………………………………………………………………………………..,

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

represented by ……………………………………………………………………………………………………………………………………,

registered at …………………………………….. Court in …………………………………, Section …..……, file No. ……..1

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

 (the “Partner”)

and ...

have made and entered into this Agreement on partnership (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 in the implementation of the Project under paragraph 2 of this Article hereof.

The purpose of this Agreement is to provide for the mutual cooperation between the Beneficiary and the Partner(s) that jointly implement the Project “………………………..…………”, registration number[[3]](#footnote-3) …...……….., under the Operational Programme Research, Development and Education (the “Project”); the Project documentation is annexed hereto.

The relations between the Beneficiary and its Partner(s) shall be governed by the principles of partnership which are defined in the Rules for Applicants and Beneficiaries – General Part and the Rules for Applicants and Beneficiaries – Specific Part of the call published under the Operational Programme Research, Development and Education (the “Rules for Applicants and Beneficiaries”), the binding version of which is laid down in the legal act on the granting/transferring of support or, where appropriate, in the Decision on modification of the legal act on the granting/transferring support, or in the call.

When implementing the Project, the Beneficiary and its Partner(s) are obliged to follow the Rules for applicants and beneficiaries stipulated in the legal act on the granting/transferring support or, where appropriate, in other methodological guidelines issued by the Managing Authority (Ministry of Education, Youth and Sports).

The partner(s) must be involved in the implementation of the Project through effective collaboration and must respect the State aid rules in order to avoid the transfer of indirect State aid to the partner(s).

**Article III**

**RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES**

The 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 (for example):
* Project management (always carried out by the beneficiary);
* research activities:
* training sessions;
* preparation and management of conferences and workshops;
* preparation of the Project proposal and any modifications and amendments thereto;
* keeping the Partners informed on a regular basis;
* evaluation of Project activities on a continuous basis;
* evaluation of comments and assessment of Project outputs;
* ensuring Project publicity;
* discussing all changes and obligations with the Partner;
* preparation of implementation reports and submission of requests for payment;
* approval and payment of eligible expenditure incurred by the Partner, etc.
1. The *Partner* will carry out the following activities (for example):
* making comments and assessing 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 expenditure incurred;
* preparation of reports on their activities in the agreed periods, etc.;
* representing the Beneficiary in the exercise of rights and obligations related to the tendering procedure or proposal competitions, pursuant to Section 151 of Act No 137/2006 Sb., on Public Procurement, as amended.
1. The Beneficiary and the Partner(s) undertake to be fully responsible for the performance of the activities they should 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 and the Partner(s).
3. “The Parties are obliged to inform each other on the progress of the Project and, without delay, on all the facts that are relevant to implement the Project. For the purposes of this paragraph, relevant facts means facts other than normal (day-to-day) activities which, given the nature of the agreement, are expected by the other Parties to be carried out by the respective Party. Relevant facts also means communication with the provider, in particular, about the planned controls or evaluation of the Project implementation.
4. The Parties are obliged to notify each other of any changes concerning their persons, in particular the fact that a Party no longer meets the eligibility criteria for the Project, as well as any changes in all facts in the approved Project and any other changes and facts that could affect the implementation and objectives of the Project. The Parties also inform each other of any fact which has, or could have, any effect on compliance with the obligations laid down in the Grant Decision and its annexes.
5. The Parties are involved in the implementation of the Project in order to exchange knowledge or technologies or to achieve a common objective based on the division of labour, they contribute to the implementation of the Project and share its risks and results.
6. In addition, the Partner undertakes to:
* (relevant only where the Partner is financially participating in the Project implementation) have an own bank account. The bank account may be opened with any bank authorized to operate in the Czech Republic and must be maintained exclusively in Czech *korunas*. The Partner is obliged to maintain its bank account also after the Project was closed until the Partner receives the final payment or until the financial settlement of the Project, as appropriate;
* (relevant only where the Partner is financially participating in the Project implementation) keep accounts in accordance with Act No 563/1991 Sb., on Accounting, as amended, or tax records pursuant to Act No 586/1992 Sb., on Income Tax, as amended. If the Partner keeps tax records, the Partner must ensure that the relevant documents proving the expenditure incurred in relation to the Project include all the particulars of an accounting document required under Section 11 of Act No 563/1991 Sb., on Accounting, as amended, and that these documents are correct, complete, conclusive and comprehensible. In addition, the Partner is obliged to keep the records in the manner prescribed in Act No 563/1991 Sb., on accounting, as amended, and in Act No 499/2004 Sb., 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 the Partner is financially participating in the Project implementation) keep separate accounting records for all accounting cases related to the Project;
* (relevant only where the Partner is financially participating in the Project implementation) include, in the Project expenditure, only the expenditure meeting the effectiveness and eligibility rules provided for in the legal act on the granting/transfer of aid;
* (relevant only where the Partner is financially participating in the Project implementation) use the funds provided under this Agreement in consistence with the principles provided for in the Rules for applicants and beneficiaries and in the legal act on the granting/transferring support , in particular the principles of value for money, efficiency and effectiveness;
* (relevant only if the Partner has a financial involvement in the implementation of the Project and it is an entity under the GBER) undertakes to comply with the GBER – Commission Regulation (EU) No 651/2014 and the Framework for the State Aid for 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 Project 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 Project 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 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 State aid, principles of environmental protection and promotion of equal opportunities;
* throughout the Project 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 aid with any third-party easement, including right of lien, or to sell or otherwise dispose of the assets. In case of destruction, damage, loss, theft or another detrimental occurrence concerning the assets co-financed from the financial aid, 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 on the granting/transferring support;
* when carrying out activities under this Agreement, promote the Project in consistence 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 Project implementation, information about progress in Project implementation, final report on Project implementation and, where applicable, interim reports on Project sustainability and 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 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 in nature a small-scale (“de minimis”) aid or public aid under block exemptions, the Partner is obliged to follow the instructions of the Beneficiary and ensure that such aid is only used by the entities that may use it, and to provide sufficient underlying materials to the Beneficiary to keep transparent records of the aid 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 on modification of the legal act on the granting/transferring 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 aid under the legal act on the granting/transferring support from the Operational Programme Research, Development and Education.
2. Expenditure 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 financial contribution, if any): CZK ………….……
3. Partner (with financial contribution, if any): CZK ………….……
4. (relevant only where the Partner is not financially participating in the Project 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 expenditure by the Beneficiary.
5. (relevant only where the Partner is financially participating in the Project 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 expenditure necessary to achieve the objectives of the Project and, at the same time, such expenditure that is deemed eligible in accordance with Council Regulation (EC) No 1303/2013 and the Rules for Applicants and Beneficiaries, and that was incurred by the Beneficiary or the Partner(s) no earlier than on the date when the legal act on the granting/transferring support was issued, unless an earlier starting date of Project implementation than the date of issue is provided for in the legal act on the granting/transferring support, and no later than on the closing date of Project 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 implementation) Every Partner is obliged to follow the expenditure structure with breakdown for the Beneficiary and the different Partners and with breakdown by budget items according to Annex No. 2 hereto.
7. (relevant only where the Partner is financially participating in the Project implementation) Eligible expenditure incurred during Project implementation shall be reimbursed to the Partners as follows: [select (a) or (b), complete or adapt the text, as appropriate. This provision is intended as an example only and may be adapted to the nature of the Project].
8. Where an advance is provided by the Beneficiary to the Partner:

The Beneficiary shall provide the first advance:

to Partner ……………... in the amount of CZK ……………….…,

to Partner ……………... in the amount of CZK …………………,

The Partner is obliged to ensure due account settlement for this and any other advance from the Beneficiary and to support the expenditure with accounting documents. Another advance shall be provided by the Beneficiary to the Partner(s) based on a submitted account settlement or at the Partner’s request, if appropriate. The advance (and any other advances) shall be provided by the Beneficiary to the Partner(s) no later than within ………………. days after the first payment of the financial aid was credited to the Beneficiary’s account or, as appropriate, after the amount of financial support corresponding to the approved implementation report / request for payment which included the Partner’s account settlement was credited. The funds provided by the Beneficiary to the Partner(s) shall not exceed the amount specified in Article IV (2) hereof.

1. If no advance is provided to the Partner(s): The Partner is obliged to cover the eligible Project expenditure incurred in connection with the performance of the activities referred to in Article III hereof (including payments to suppliers) first from its own funds and only then is entitled to ask the Beneficiary for reimbursement of the expenditure from the financial support, based on an account settlement submitted by the Partner.

**Article V**

**LIABILITY FOR DAMAGE**

1. The Beneficiary shall be legally and financially liable for correct and lawful use, by all Partners, of the financial support granted based on the legal act on the granting/transferring support in relation to the financial aid provider, i.e. the Ministry of Education, Youth and Sports.
2. Every 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 obligations under this Agreement by the Partner.
3. Every 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 obligations under this Agreement as well as of the general provisions of 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 Parties are obliged to refrain from any actions that could preclude or hamper the purpose of this Agreement.
2. The Parties are obliged to inform each other about any circumstances relevant for the performance of this Agreement and for the Project implementation, in consistence with the legal act on the granting/transferring support and without undue delay.
3. When implementing the Project, the Parties are obliged to act ethically, correctly, transparently and in consistence with good manners.
4. The Partner is obliged to communicate to the Beneficiary, by …………, the contact details for the employee in charge of coordination of the Project-related activities referred to in Article II hereof.
5. Assets financed from the financial aid shall be the property of the party which financed (paid for) it, unless agreed otherwise by the Parties; a change of ownership is possible if a situation referred to in Article VII (2) and (3) hereof occurs.
6. The 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 public aid rules.
7. All rights to Project results belong to the Beneficiary and Partners of the Project. While respecting the prohibition of indirect State aid (according to the Framework, i.e. when determining the co-ownership share, proportionate consideration is given to the share of costs of the individual beneficiaries so as to avoid prohibited indirect State aid), the distribution of rights to the results is as follows:

a. Result 1:

b. Result 2:

Each Party agrees that it will not consciously use any ownership or property rights of the other Parties unless otherwise provided in this Agreement.

The Parties acknowledge that the following rules must be observed when using and providing the results to third parties:

* when providing the Project results, it is necessary to observe the provisions of Section 16 of the R&D Support Act;
* if the results are not used in the manner and at the time specified in the Agreement, the Beneficiary/Partner is obliged to provide the results achieved on non-discriminatory terms to all interested parties;
* the Beneficiary/Partner is entitled to provide the results resulting from the public contract in research, development and innovation only for a fee at least equivalent to the market price. If this cannot be objectively identified, the Beneficiary/Partner acts with due managerial care so as to obtain the highest possible consideration, which can usually be determined as the costs of achieving the result plus a reasonable profit. When providing the results of the entity that participated in aid from non-State sources, the amount of the payment for the provision of the results will be reduced by the amount of non-State aid provided by this entity.
* Given its right to control Project partners, the Beneficiary will also control the handling of the results.
1. For each result, a plan (including justification) will be provided to ensure the protection of the results generated by the Project. The plan constitutes a separate annex to this Agreement. At the same time, effort will be made in the future to ensure that any transfer of results is in accordance with the result handling rules, in particular the condition of transfer at market price or for the highest consideration (see State aid rules), while also meeting the requirement to allow preferential access of certain entities to the results (see Section 16 of the RDSA).
2. Each of the Parties is entitled to possible profits from the results, as well as shares any losses, or additional costs, in proportion to the co-ownership shares of these results. No Party may under any circumstances be given a higher profit or forgiven the risk of loss other than as set out in the criteria in the preceding sentence. At the same time, the cost of the Project implementation will be divided – each Party only pays for the costs it incurs.
3. The following Parties are the owners or have the right to use the following assets contributed by them for the purpose of implementing the Project:

a. Applicant/Beneficiary

b. Partner 1:

c. Partner 2:

d…………………

A Party may, for the purpose of implementing the Project, request another Party to provide access to its know-how or access rights to non-project findings if it notifies the Applicant/Beneficiary, and the other Party is not entitled to unreasonably deny such access. Upon the termination of the Project, the Parties shall cease to use the tangible and intangible assets contributed by the other Parties and return such assets to one another, including the tangible intellectual property carriers, and any relevant documents.

1. The owners of the assets needed to implement the Project are the Beneficiary and other Partners that purchased the assets or created them during the implementation of the Project. The Parties are or will be the owners of the following assets:

(*list any assets that these entities purchase or create and that will be in their ownership, indicating the amount of the individual shares*).

1. The Parties have gratuitous access to the Project results achieved during its implementation, which are required for the implementation of their own contribution to the Project.

After the completion of the Project, the Parties have access to the Project results as well as to the rights contributed, purchased or created during the Project under the following conditions:

 (*conditions to be added*)“

1. Research organizations have the right to assume ownership and use rights to Project results that are outside the commercial interests of the other Project participants. In the case of results in which enterprises have commercial interest, this method of use should only take place after mutual agreement of both parties.
2. Each Party is liable for any losses, damage and harm caused by it to third parties in connection with the implementation of the Project and during the activities in the follow-up period. Each Party is also liable for the proper performance of its activities concerning the implementation of the Project and for the performances provided by its suppliers of goods or services needed to implement the Project.
3. If any of the Parties intends to withdraw from the Project, whether due to a change in the Beneficiary of the Project, a reduction in the number of beneficiaries or other similar changes, and the provider approves such a change, the relevant amendment hereto shall include an arrangement, handover report or another similar document confirming the consent of all the Parties to the settlement of the existing obligations of the withdrawing Party resulting from the Project implementation, in particular the status of the achieved results, the financial issues concerning the Project implementation and the 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 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 other parties to the Agreement as to who will assume the Partner’s liabilities and assets financed from the financial aid, 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 5 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, liability and assets (financed from the financial aid) of the exiting Partner. Such agreement shall enter into effect no earlier than on the date of approval of the Project change consisting in 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 Parties in the form of written amendments hereto signed by the authorized representatives of the Parties. In case of a 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 Parties.
2. Any relations between the Parties that are not explicitly addressed in this Agreement shall be governed by Act No 89/2012 Sb., 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 Parties declare that this Agreement was drawn up on the basis of their true and free will, not in distress or under other markedly unfavourable conditions.
6. This Agreement shall enter into effect on the date when the legal act on the granting/transfer of aid for the Project becomes final. In case of any conflict between this Agreement and the legal act on the granting/transfer of aid, the wording of the latter shall prevail.

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

………………………………….. …………………………………..

Beneficiary Partner

1. To be indicated for entities registered in the Commercial Register only. [↑](#footnote-ref-1)
2. This concerns the bank details – bank account number to be used to transfer the financial aid. [↑](#footnote-ref-2)
3. Where the registration number was already assigned to the Project. [↑](#footnote-ref-3)