**PARTNERSHIP AGREEMENT**
CONCERNING THE PROJECT …………………………………….

**I. Contracting Parties and Identification**

The **Beneficiary** (hereinafter referred to as the "Beneficiary")

Name of the organization:

Address of the organization:

Company ID number:

Statutory representative / Authorized representative of the organization:

Contact person:

Email:

Bank account:

AND

The **Partner Organisation** (hereinafter referred to as the "Partner")

Name of the organization:

Address of the organization:

Company ID number:

Statutory representative / Authorized representative of the organization:

Contact person:

Email:

Bank account:

HAVE AGREED

**II. Introductory Provisions**

This Partnership Agreement is concluded within the framework of the Sustainable Tourism and Enhancing Biodiversity Programme, financed under the Second Swiss Contribution, and relates to the specific project No. ……….., as stated in the Grant Award Decision signed on ……….. and in all its annexes.

The Partnership Agreement must comply with the conditions set out in the Grant Award Decision (GAD) issued by the Ministry of the Environment of the Czech Republic (MoE), the final version of the full project application, and other annexes, which form an integral part of this Partnership Agreement. Unless explicitly stated otherwise in this Agreement, all provisions of the GAD shall apply to both the Beneficiary and the Partner.

**III. Rights and Obligations of the Contracting Parties**

1. The contracting parties shall take all appropriate and necessary measures to ensure the fulfilment of obligations and objectives arising from this Agreement.
2. Each contracting party shall appoint a project manager responsible for the implementation of the project and acting as the contact person for all communication between the contracting parties.
3. The contracting parties shall not be entitled to transfer their rights and obligations under this Agreement to another entity without the prior consent of the other contracting party. The Partner acknowledges that any assignment of rights and obligations under this Agreement is subject to the prior approval of the MoE in accordance with the provisions of the GAD.
4. The contracting parties shall comply with applicable legal regulations when awarding public contracts within the project.
5. The contracting parties shall take all necessary measures to prevent conflicts of interest in the performance of this Agreement, particularly those arising from economic interests, political or national affiliations, family or emotional ties, or any other relevant connection or shared interest. In the event of such a conflict, the contracting parties shall promptly take all necessary measures to resolve it.
6. The contracting parties shall, in cooperation with other project Partners, establish a Steering Committee. The activities of the Steering Committee shall include, in particular, discussing and approving documents and proposals for changes and monitoring reports, overseeing the project schedule and budget, resolving any disputes, etc.

**IV. Obligations of the Beneficiary**

1. The Beneficiary is responsible for the overall coordination, management, and implementation of the project in accordance with the programme conditions and the GAD. The Beneficiary assumes sole responsibility for the implementation of the project towards the MoE.
2. The Beneficiary undertakes to provide the Partner with financial resources under the conditions specified in this Agreement and in accordance with the budget set out in the full project proposal annexed to the GAD.
3. The Beneficiary is particularly obliged to:

a) ensure the proper and timely execution of project activities

b) promptly inform the Partner of any circumstances that may have a negative impact on the proper and timely execution of any project activities and of any event that could lead to project termination or modification;

c) provide the Partner with access to all available documents, data, and information necessary or useful for fulfilling its obligations under the project;

d) consult the Partner before submitting any request for modification of project implementation to the grant provider if such modification could affect the Partner’s rights and obligations under this Agreement;

e) prepare and submit interim project reports ("monitoring reports") and other documents required for payment requests to the grant provider in a timely manner;

f) transfer all payments to the Partner within the agreed deadlines to the Partner’s bank account specified in Article 1 of this Agreement;

g) provide the Partner with assistance as necessary for fulfilling its obligations under this Agreement;

h) manage and coordinate project communication, including project publicity, in accordance with programme requirements;

i) further specify the Statute and Rules of Procedure of the Steering Committee and appoint its Chairperson.

**V. Obligations of the Partner**

1. The Partner is responsible for carrying out the activities and tasks assigned to it under this Agreement and its annexes.
2. Within the project, the Partner is responsible for implementing the following:

**Activities:**

| **Designation** | **Description** |
| --- | --- |

**Outputs:**

| **Designation** | **Description** |
| --- | --- |

1. The Partner is particularly obliged to:

a) promptly inform the Beneficiary of any facts that may 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 format specified by the Beneficiary;

c) immediately inform the Beneficiary of any suspected fraud, corruption, or other illegal activities related to the project;

d) retain all project-related documents, including project expenses, in their original form or in verified copies stored on generally accepted data carriers, for at least five years after the final payment request has been settled by the Beneficiary for the last of the Partners;

e) allow for continuous and subsequent inspections of all documents related to the activities implemented under the project, enable ongoing verification, and provide full cooperation to all authorized inspection bodies or their representatives. The Partner shall promptly inform the Beneficiary of all inspections related to the project, any corrective measures proposed as a result of such inspections, and their implementation;

f) maintain accounting records in compliance with the legislation of the country in which it operates;

g) keep separate accounting records (e.g., using analytical accounts or cost centres) for all transactions related to the project;

h) appoint a representative to the Steering Committee and participate in the preparation of documents for this Committee. The appointed representative of the Partner is required to attend Steering Committee meetings.

**VI. Project Budget and Eligibility of Expenditure**

1. The partner's budget is set out in the full project proposal, which is an annex to the GAD.
2. The partner's expenditure must comply with the rules on eligibility of expenditure set out in the Guidelines for Programme Beneficiaries and the GAD.
3. Indirect costs may be claimed by the partner on a flat-rate basis up to a maximum of x % of its total eligible costs under the project.

**VII. Project Financing**

1. The financial resources for the implementation of the project will be provided to the Partner in the form of an advance payment, interim payments, and a final payment.
2. The advance payment will be provided to the Partner as a one-time payment no later than 30 days after the funds are credited to the Beneficiary's bank account by the MoE.
3. Any financial resources provided as an advance payment that are not used to finance eligible expenditures by the time of submission of the final monitoring report will be returned to the Beneficiary's bank account specified in Article I Contracting Parties of this Agreement.
4. Interim payments and the final payment will be provided to the Partner based on supporting documents that the Partner will submit to the Beneficiary. Eligible expenditures specified in these reports will be included in the payment requests submitted by the Beneficiary to the MoE as part of the project’s monitoring reports. Once the payment request is approved and paid to the Beneficiary by the MoE, the Beneficiary will reimburse the Partner for the approved eligible expenditures.
5. Interim payments will be provided to the Partner within 30 days of the funds being credited to the Beneficiary's bank account by the MoE.
6. The remaining financial resources from the total grant amount will be provided to the Partner as a final payment, which will be made after the payment request related to the final monitoring report is approved and paid by the MoE.
7. The final payment will be provided within 30 days after the funds are credited to the Beneficiary's bank account by the MoE.
8. Any ineligible expenditures (including expenditures exceeding the approved budget) incurred within the project will be covered by the Partner from their own resources.
9. Payments to the Partner will be made to the bank account specified in Article I of this Agreement. Payments are considered completed on the date the amount is debited from the Beneficiary’s account.
10. If, during project implementation or during an audit conducted by the grant provider or another controlling authority, it is found that financial resources or a portion thereof have been unjustifiably disbursed to the Partner, the Partner is obliged to return the unjustifiably received amount to the Beneficiary.

**VIII. Documentation of Expenditures**

1. The Partner's eligible expenditures claimed in the monitoring reports must be supported by copies of received invoices, accounting documents, bank statements, or other documents proving the payment of eligible expenditures. Personnel costs must be supported by payslips, timesheets, employment contracts, and other relevant documents if applicable.
2. The Partner must provide the Beneficiary with such expenditure documentation that enables the Beneficiary to fulfill all obligations towards the grant provider.
3. Eligible expenditures incurred within the project must be identifiable, verifiable, and properly recorded in the Partner’s accounting system.
4. All invoices and other documents proving payment of eligible expenditures must be duly stored and kept by the Partner for the period prescribed by applicable legal regulations.

**IX. Confidentiality and Data Protection**

**1. Processing of Personal Data**

The contracting parties are authorized to process personal data solely for the purpose of fulfilling the rights and obligations arising from this Agreement, to the extent necessary for its execution. The Beneficiary will not use such personal data for any other purpose. The contracting parties shall comply with applicable legal regulations when processing personal data.

**2. Protection of Confidential Information**

The Partner is not authorized to release, disclose, or make available to any third party any information designated by the Beneficiary as sensitive or confidential without prior written consent from the Beneficiary, in any form. The Partner is also obliged to take all necessary steps to secure such information. The obligation to maintain confidentiality and protect sensitive (confidential) information remains valid indefinitely, even after the expiration of this Agreement.

**3. Duty of Confidentiality for Employees**

The Partner must ensure that its employees are informed about their duty of confidentiality and the potential consequences of breaching this duty, in accordance with applicable laws and regulations.

**X. Final Provisions**

**1. Governing Law**

This Agreement and any matters not specifically regulated herein shall be governed by the applicable legal regulations of the Czech Republic.

**2. Validity and Effectiveness of the Agreement**

This Agreement becomes valid upon its signature by both contracting parties.

**3. Amendments and Additions**

Any amendments or additions to this Agreement may only be made based on mutual agreement of the contracting parties, in the form of written addenda signed by the authorized 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 email communication, to the project managers' contact addresses.

**5. Dispute Resolution**

Any disputes arising from this Agreement shall primarily be resolved amicably. If any dispute between the contracting parties cannot be settled amicably, it shall be resolved before the general courts of the Czech Republic.

**6. Liability for Damages**

If either party breaches any obligation arising from this Agreement or from general legal regulations, it shall be liable for any damages incurred by the other party as a result.

**7. Duration of the Agreement**

This Agreement is concluded for a fixed period, lasting until the objective specified in Article I of this Agreement is achieved, but at least five years after the disbursement of the final payment request by the Beneficiary to the last Partner, unless otherwise stipulated by this Agreement.

**8. Termination of the Agreement**

The Beneficiary is entitled to terminate this Agreement under the conditions specified in the GAD if the Partner, despite prior written notice, fails to fulfill its obligations under this Agreement. The Partner is entitled to terminate this Agreement if the Beneficiary, despite prior written notice, fails to fulfill its obligations under this Agreement. The termination becomes effective on the day following the date on which the written termination notice is demonstrably delivered to the other party.

**9. Consequences of Termination**

The termination of this Agreement under this clause must not jeopardize the fulfillment of its purpose or cause harm to third parties.

**10. Termination due to Grant Award Decision Cancellation**

The Beneficiary is also entitled to terminate this Agreement if the GAD is terminated for any reason.

**11. Number of Copies**

This Agreement is drawn up in two original copies, each with the validity of an original, with each contracting party receiving one copy.

**Annexes:**