

Partnership Agreement

Entered into pursuant to the provisions of Section 51 of Act No. 40/1964 Coll., the Civil Code, as amended (hereinafter referred to as the Civil Code),

by and between:

The Vysočina Region

Registered office: Jihlava, Žižkova 57/1882, postal code: 587 33, Czech Republic
Company registration No. (IČ): 708 90 749
Represented by: MUDr. Jiří Běhounek, Regional President,
Hereinafter referred to as the Czech Partner

and

The Swiss Foundation for Environmental Management PUSCH

Registered office: Hottingerstrasse 4, CH-8024 Zürich
Company registration No.: CH-020.7.903.667-3
Represented by: Ion Karagounis
Bank details: 80-42664-9; Praktischer Umweltschutz Schweiz Pusch; IBAN-Nr. CH29 0900 0000 8004 2664 9
Hereinafter referred to as the Swiss Partner

I.

I. Subject-matter of the Contract

- 1.1 The subject-matter of this contract (hereinafter referred to as the Contract) is collaboration between the partners during the implementation of the "**Switzerland – Good Practice for ISNOV**" project. The project is aimed at the exchange of experience in waste management (prevention of waste generation, waste sorting, bio-degradable waste handling, material and energy waste use). The project comprises the following activities:
- a) Assistance of Swiss experts provided to the Vysočina Region,
 - b) A conference with international participation,
 - c) A study trip of a Czech mission to Switzerland.
- 1.2 The project beneficiary is the Vysočina Region. The project is co-financed from the Partnership Fund of the Swiss-Czech Cooperation Programme.

II.

Description of partners' activities and obligations

2.1 Assistance of Swiss experts provided to the Vysočina Region

Place and date: Vysočina Region; date: 22 - 26 April 2013, 5 days
Mission members: 5 Swiss waste management experts (with a special focus on technology, public awareness, prevention of waste generation, waste sorting and facilities for waste-to-energy use and composting facilities)

The Czech Partner shall provide:

- a three-day expert program on waste management in the Vysočina Region,
- texts with excursion programme shall be sent 3 weeks before the trip,
- a translation of the guide of specialized excursion,
- an interpreter,
- an escort to the Swiss mission,
- the reimbursement of train or airplane tickets, experts' accommodation, bus transportation in the Czech Republic and the settlement of experts' per diem to the Swiss Partner,

- publicity (namely a press release, an article in the Noviny kraje and Zpravodaj, a banner),
- photo documentation of the excursions and workshops.

The Swiss Partner shall:

- select members for the Swiss mission who shall take an active part in the entire program (including feedback, consulting and counselling regarding waste management and an active know-how transfer);
- send the members on the mission,
- provide feedback in German upon return from the trip,
- ensure publicity (a press release on www.pusch.ch)

The contracting parties hereby agree to actively collaborate and communicate during the preparation, implementation and evaluation of the trip (the programme, transportation, feedback, etc.).

2.2 A conference with international participation

Place and date: 25 April 2013 during the study trip of the Swiss mission to the Vysočina Region.

The conference will be attended by 70 delegates including representatives of the region, municipalities and experts who engage in waste management.

The objective of the conference is to transfer know-how and good practice examples between the partners via lectures given by Czech and Swiss experts.

The Czech Partner shall:

- invite delegates,
- organize the conference (equipment, interpreting, refreshments, conference proceedings),
- provide presentations by Czech experts (5x15 min in Czech),
- photo documentation,
- publicity (a press release, publication of presentations on the region's website, a banner)

The Swiss Partner shall:

- ensure the participation and presentations by Swiss experts (5x15 minutes in German) concerning the waste management issue – the best Swiss practice,
- send the presentations 3 weeks before the conference (and settle any potential comments by the Czech partner concerning the presentations)

The contracting parties agree to actively collaborate and communicate during the preparation and organization of the conference (concerning the presentations).

2.3 A study trip of a Czech mission to Switzerland

Place and date: Switzerland (Zürich and surroundings); date: 23 – 27 September 2013, 5 days

Mission members: 35 Czech mission members (members of the project implementation team, experts on waste management, representatives from the region and municipalities). Specialized excursions and a workshop shall focus mainly on the issue of waste use (energy-to-waste use technologies, working with the public when building different types of facilities, possibly public awareness of the prevention of waste generation and waste sorting, manners of collaboration between the business, non-profit and public sectors during the construction of facilities for energy-to-waste use).

The Czech Partner shall:

- select the Czech mission members,
- provide accommodation, bus transportation and travel expenses for Czech mission members,
- reimburse the Swiss partner for the costs associated with the preparation of activities,
- translate a guide of specialized excursions,

- ensure publicity (a press release, an article in the Noviny kraje and Zpravodaj, a banner),
- provide feedback and a report on the study trip.

The Swiss Partner shall:

- organize a three-day expert programme concerning waste management in Switzerland,
- provide an escort to the Czech mission,
- draft a text material including the programme of excursions to be sent 3 weeks before the trip,
- ensure publicity (a press release on www.pusch.ch)

The contracting parties hereby agree to actively collaborate and communicate during the preparation, implementation and evaluation of the trip (the programme, transportation, feedback, etc.).

III.

Reimbursement and documenting of expenses to the Swiss Partner

3.1 As part of the project, the Czech Partner shall cover:

- a) The cost of experts' accommodation and transportation, interpreting and the rent of a room when implementing activities pursuant to this Contract; the Swiss partner shall receive airplane tickets/tickets no later than one week before departure.
- b) The labour cost and travel expenses of Swiss experts.
- c) The expenses pursuant to this article shall be paid to the Swiss Partner by the Vysočina Region within 60 days after documents pursuant to Article 3.4 hereof have been provably submitted to the Vysočina Region. The payment shall be made by bank transfer to the Swiss Partner's bank account specified in the Contract's heading.

3.2 Assistance of Swiss experts provided to the Vysočina Region

- a) The Czech Partner shall pay to the Swiss Partner:
 - An amount in CHF corresponding to CZK 7,500 per person to cover travel expenses for the study trip of Swiss experts to the Czech Republic. As some meals shall be provided with accommodation or as part of the programme, per diem shall only be paid for 1 breakfast (1x CZK 500), 3 lunches (3x CZK 1,000) and 4 dinners (4x CZK 1,000).

Total: CZK 37,500/ CHF 1,745

3.3 A study trip of a Czech mission to Switzerland.

- a) The Czech Partner shall pay to the Swiss Partner:
 - For the preparation of the trip to Switzerland the amount of CHF 100 CHF/hours/3 employees of the Swiss Partner; the estimated labour intensity of 200 hours of preparation shall include:
 - Program preparation: 25 hours
 - Program organization: 70 hours
 - Logistic organization: 60 hours
 - Program implementation – communication with experts: 45 hours

Total: CHF 20,000 / CZK 430,000

- For the organization of the trip to Switzerland the amount of CHF 40 CHF/hours/3 employees of the Swiss Partner; the estimated labour intensity of 30 hours of preparation shall include:
 - Escorting by Swiss experts during specialized excursions: 30 hours

Total: CHF 1,200 / CZK 25,800

The following people shall implement the activities specified in this Article on behalf of the Swiss Partner:

Employees of the Swiss Partner	Number of person-days	Gross salary recalculated to a person-day	Total gross salary
Karin Schweiter	10	17,200.00	172,000.00
Ion Karagounis	5	17,200.00	86,000.00
Nadine Ramer	10	17,200.00	172,000.00
one of the above experts	3.75	6,880.00	25,800.00
Total			455,800.00

3.4 The exchange rate and its changes

- The cost of the implementation of activities shall be recalculated at the CZK/CHF exchange rate: CZK 21.50 for 1 CHF
- If the exchange rate changes, the costs shall be reimbursed up to the amount of:
 - a) assistance of 5 Swiss experts provided to the Vysočina Region: CZK 37,500
 - b) preparation and implementation of a study trip to Switzerland: CHF 21,200
- The exchange rate differences shall be borne by the Czech Partner.

3.5 Expenses incurred by the Swiss Partner shall be documented as follows:

- A list of Partner's accounting documents and copies of bank statements proving the Partner's actual costs or
- an affidavit by the Swiss Partner that they have paid to an expert a certain amount of CHF for a given number of person-days within the project, stamped and signed by an authorized employee (such as the Chief Accountant).
- Expenses pursuant to this article shall be documented by the Swiss Partner within 30 days after the Czech mission to Switzerland has taken place and within 30 days after the Swiss experts have visited the Vysočina Region.
- Only expenses that were actually incurred pursuant to this Contract shall be reimbursed.

IV.

Obligations of the contracting parties if the contractual terms are not observed

- 4.1 Additional costs caused by sending a different Swiss expert to the Czech Republic than specified herein shall be paid by the Swiss Partner. If a different expert is sent, the Swiss Partner shall make sure the new expert (replacing an original expert) possess at least the same level of experience and expertise as the one to be replaced.
- 4.2 If any party fails to perform activities pursuant to this Contract either in full or in part and because of that a given activity pursuant to the project and the Contract cannot be performed, the contracting party shall reimburse the other contracting party for any expenses provably and usefully spent to perform the relevant activity. Furthermore, the contracting party that fails to perform an activity pursuant to this Contract or performs it only partially shall pay to the other contracting party a contractual fine of CHF 1,000. This provision shall not be applied if a failure to perform or partially perform an activity was caused by force majeure. This provision shall be without prejudice to the other contracting party's right to damages.
- 4.3 The Czech Partner may withdraw from the Contract if the Swiss Partner repeatedly breaches their obligations hereunder or breaches their obligations hereunder in a gross manner. For the purpose of this Contract, a breach of the contractual terms shall include a failure to perform activities within the meaning of Articles IV (4.1) and (4.2) hereof.

- 4.4 The Swiss Partner may withdraw from the Contract if the Czech Partner repeatedly breaches their obligations hereunder or breaches their obligations hereunder in a gross manner. For the purpose of this Contract, a breach of the contractual terms in a gross manner shall mean a failure to perform activities within the meaning of Article IV (4.2) hereof; in addition to that, the Swiss Partner may withdraw from the Contract if the Czech Partner fails to cover any expenses the Swiss Partner is entitled to get reimbursed for and the Czech Partner does not remedy the situation even after a second written notice, provably delivered to the Czech Partner. The withdrawal shall become effective on the day it is provably delivered in writing to the other party.

V.

Contact persons of the grant

5.1 Czech Partner

The contract person of the Czech Partner is Ing. Eva Navrátilová, e-mail: navratilova.e@kr-vysocina.cz

The contact person for telephone communication is Bc. Hana Dočekalová, tel. + 420 564 602 337, +420 724 650 270, e-mail: docekalova.h@kr-vysocina.cz

5.2 Swiss Partner

The contact person of the Swiss Partner is Karin Schweiter, tel. +41 44 267 44 73, email: Karin.schweiter@umweltschutz.ch.

VI.

General provisions

- 6.1 The partners agree to enable a check to be carried out and shall render any required assistance to the grant providers and all relevant bodies of the Partnership Fund within the Swiss-Czech Cooperation Programme.
- 6.2 The partners agree to keep all documents related to the grant for at least 10 years after the final report of the grant has been approved.
- 6.3 The partners agree to immediately inform each other of any and all checks and audits that are carried out, any proposed provisions that result from these checks and audits and their implementation.
- 6.4 The partners agree to immediately announce any changes in relation to implemented activities or changes to activities related to the grant made pursuant to this Contract.
- 6.5 The partners agree to promote their activities in their promotional material: on their websites, posters, in information fliers and other printed materials that mention their partnership.
- 6.6 The partners agree to observe all provisions hereof and take into account that this Contract follows the currently applicable and effective laws of the Czech Republic.
- 6.7 Under no circumstances and for no reasons, the partners shall be liable for any damage or injury caused during the implementation of the grant except for cases when this liability results from generally binding regulations. The partners shall make sure that experts sent to the business trip (i.e. for the Swiss Partner persons pursuant to) Article III. (3.2) hereof and for the Vysočina Region persons pursuant to Article III. (3.3) hereof shall have an appropriate travel insurance and shall not raise any claims for damages in relation to their participation in an excursion to the Czech Republic or to Switzerland.

**VII.
Validity of the Contract**

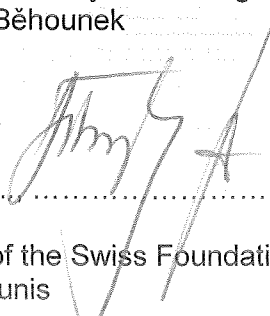
- 7.1 The validity of the Contract shall depend on the validity of rights and duties under this Contract.
- 7.2 The Contract may be terminated by written agreement between the contracting parties.
- 7.3 The Contract may be terminated by notice served by either of the contracting parties. However, the notice shall not jeopardize the project's implementation. If the Contract is terminated by the Swiss Partner, the Swiss Partner agrees to secure the participation of another Swiss Partner so that purpose of the project may be duly fulfilled and the project may be duly terminated.
- 7.4 The Czech Partner is entitled to terminate the Contract by notice if they are not granted the decision on project's funding (the project is not approved for funding).

**VIII.
Final provisions**

- 8.1 The contracting parties shall strive to accomplish the purpose hereof. The contracting parties shall inform each other of any facts important to the performance hereof. Each of the contracting parties shall refrain from any acts that might prevent or interfere with the fulfilment of the purpose hereof. When implementing the grant, the contracting parties shall act in an ethical, fair and transparent manner and in line with ethical principles. The Contract may only be amended by written amendment signed by both contracting parties. This Contract is made in three copies of which each party shall receive one and one shall be provided to the Ministry of Finance of the Czech Republic. The Contract comes into force and becomes effective upon the signature by both contracting parties.
- 8.2 The contract was discussed by the Regional Assembly of the Vysočina Region on 18 December 2012 and approved by decision No. 0613/08/2012/ZK.

Jihlava, 4. 01. 2013

On behalf of the Vysočina Region
MUDr. Jiří Běhouněk



Kraj VYSOČINA
Žižkova 57, 587 33 Jihlava

On behalf of the Swiss Foundation for Environmental Management PUSCH
Ion Karagounis



PUSCH
Praktischer Umweltschutz Schweiz
Hottingerstrasse 4
Postfach 211
8024 ZÜRICH