019/0/088/14

# Partnership agreement



#### BETWEEN

Organisation: Městská část Praha 5

Address: Náměstí 14. října 1381/4, Praha 5, 150 00, Czech Republic

Representative: JUDr. Naděžda Kratochvílová, vice-mayor

(furtheron defined as "applicant")

Organisation: Stadt Biel/Ville de Bienne - Abteilung Schule & Sport/Départment Ecoles &

Sport

Address: Rue Centrale 60 / Zentralstrasse 60, 2501 Biel/Bienne, Switzerland

Representative: Peter Walther

(furtheron defined as "Project partner")

#### 1. General provisions

- 1.1. Subject of this agreement is the organisation of a partnership in order to implement the project "Standards and good practice in quality management of primary school" which has been approved by the Ministry of Finance of the Czech Republic from the Swiss-Czech cooperation programme – Partnership Fund.
- 1.2. By the present Partnership Agreement, the Applicant and the other Project Partner shall define the rules of procedure for the work to be carried out and the relations that shall govern them within the transnational Partnership set up in order to complete the above-mentioned project as approved by the Ministry of Finance of the Czech Republic.
- 1.3. The Applicant and the Project partner commit themselves in doing everything in their power to foster the implementation of the project as defined in article 1.1 of the present agreement and shall ensure timely commencement of the project and implementation of the entire project within the time schedule in compliance with all obligations to the Ministry of Finance of the Czech Republic.

## 2. Duration of the Agreement

2.1. This Partnership Agreement will enter into force by the signature of both parties – the Applicant and Project partner; 2.2. It shall remain in force 10 years after the project closure in order to comply with monitoring and archiving obligations stipulated by the Swiss-Czech cooperation programme.

## 3. Obligations of the Applicant

- 3.1. The Applicant is responsible for the financial and administrative coordination of the project towards the donor Ministry of Finance of the Czech Republic.
- 3.2. The Applicant shall archive all project-related evidence at least 10 years after the official end of the project.
- 3.3. In Activity 1 Study visit to Switzerland
  - 3.3.1. The Applicant (9 experts in total) will participate in a 3-day study visit to the Project partner; the Applicant will cover travel, accommodation and subsistence costs of the respective experts related to the study visit;
  - 3.3.2. The Applicant will reimburse the costs of catering incurred by the Project partner during the round table discussion on the 2nd day of the visit accounting for 9 000,- CZK in total by bank transfer upon receiving the accounting evidence from the Project partner.
  - 3.3.3. The Applicant will reimburse staff costs (expert fee) incurred by the Project partner for the employees taking part in the study visit (3 days) to the bank account of the Project partner in total amount of 54 300,- CZK upon receiving the accounting evidence from the Project partner.
- 3.4. In activity 2 Study visit of the Project Partner to the Czech Republic
  - 3.4.1. The Applicant will cover: travel, accommodation (3 nights) and subsistence costs (4 days) for three Swiss employees of the Project partner coming to the Czech Republic;
  - 3.4.2. The Applicant will reimburse staff costs (expert fee) incurred by the Project partner for the employees taking part in the study visit (4 days) to the bank account of the Project partner in total amount of 72 400,- CZK upon receiving the accounting evidence from the Project partner;
  - 3.4.3. The Applicant will set the agenda of the visit and consult it with the Project partner no later than 3 weeks before the visit.
- 3.5. In activity 3 Comparative study
  - 3.5.1. The Applicant will be responsible for creating the Comparative study (20 standard pages) and its translation into German which will then send in the final version to the Project partner;
  - 3.5.2. The Applicant will consult the content of the Comparative study with the Project partner;

3.5.3. The Applicant will reimburse the staff costs (expert fee) incurred by the Project partner for the employees taking part in the consultation of the Comparative study (4 days in total) to the bank account of the Project partner in total amount of 72 400,- CZK upon receiving the accounting evidence from the Project partner.

## 3.6. In Activity 4 - Pilot testing

- 3.6.1. The Applicant will pilot test the recommendations identified by the Comparative study in elementary schools in Prague 5. With regard to this activity, the Applicant shall remain in contact with the Project partner to consult the proceedings of the pilot testing;
- 3.6.2. The Applicant will reimburse staff costs (expert fee) incurred by the Project partner for the employees taking part in the consultation (3 days) to the bank account of the Project partner in total amount of 54 300,- CZK upon receiving the accounting evidence from the Project partner;
- 3.7. In Activity 5 Final conference in the Czech Republic
  - 3.7.1. The Applicant will host a one-day final conference of the project in Prague, Czech Republic for 30 participants. The conference proceedings will be translated into German:
  - 3.7.2. The Applicant will reimburse the staff costs (expert fee) incurred by the Project partner for the employees taking part in the conference (3 days in total) to the bank account of the Project partner in total amount of 54 300,- CZK upon receiving the accounting evidence from the Project partner;
  - 3.7.3. The Applicant will set the agenda of the visit and consult it with the Project partner no later than 3 weeks before the conference takes place.

#### 4. Obligations of the Project partner

- 4.1. The Project partner is responsible for active participation in the project activities and regular communication with the Applicant in order to successfully accomplish the aims and activities of the project;
- 4.2. The Project partner shall archive all project-related evidence at least 10 years after the official end of the project.
- 4.3. In Activity 1 Study visit to Switzerland
  - 4.3.1. The Project partner will in cooperation with the Applicant organise a study visit and round table in Biel/Bienne for the study group of the Applicant in duration of up to 3 working days (including travel);
  - 4.3.2. The Project partner will share with the Applicant strategy and supporting documents concerning local and/or regional education strategy in Biel/Bienne;

- 4.3.3. The Project partner will send a draft of the agenda to the Applicant no later than 3 weeks before the visit;
- 4.3.4. The Project partner will send necessary accounting evidence to the Applicant in order to facilitate the process of reimbursement of costs related to the study visit as defined in the Ar. 3.3.2 and 3.3.3.

# 4.4. In Activity 2 - Study visit of the Project Partner to the Czech Republic

- 4.4.1. The Project partner will participate in a study visit to the Czech Republic with three employees. The study visit will not take more than 4 working days (including travel). The Project partner will take part in all activities of the study visit including workshop with Czech teachers, visits to elementary schools in Prague and a meeting with the Municipality representatives. The study visit proceedings will be translated into German;
- 4.4.2. The Project partner will send necessary accounting evidence to the Applicant in order to facilitate the process of reimbursement of costs related to the study visit as defined in the Ar. 3.4.2;
- 4.4.3. In the event of non-participation in the activity the Project partner will be financially responsible for the costs already incurred by the Applicant (for example accommodation costs or travel costs) and will re-fund such costs to the Applicant immediately upon provision of accurate accounting evidence.

## 4.5. In Activity 3 - Comparative study

- 4.5.1. The Project partner shall upon request provide feedback on the Comparative study provided by the Applicant;
- 4.5.2. The Project partner will send necessary accounting evidence to the Applicant in order to facilitate the process of reimbursement of costs related to the consultation as defined in the Ar. 3.5.3.

#### 4.6. In Activity 4 – Pilot testing

- 4.6.1. The Project partner shall upon request provide feedback on the process of pilot testing carried out by the Applicant;
- 4.6.2. The Project partner will send necessary accounting evidence to the Applicant in order to facilitate the process of reimbursement of costs related to the consultation of pilot testing as defined in the Ar. 3.6.2.

# 4.7. In Activity 5 – Final conference in the Czech Republic

4.7.1. The Project partner will participate in the final conference with two employees. The total duration of the visits will not more than 3 working days including travel.

The project partner will directly participate in the conference and give a presentation on a topic agreed with the Applicant;

- 4.7.2. The Project partner will send necessary accounting evidence to the Applicant in order to facilitate the process of reimbursement of costs related to the participation in the final conference as defined in the Ar. 3.7.2;
- 4.7.3. In the event of non-participation in the activity the Project partner will be financially responsible for the costs already incurred by the Applicant (for example accommodation costs or travel costs) and will re-fund such costs to the Applicant immediately upon provision of accurate accounting evidence.

#### 5. Concluding provisions

- 5.1. In case of any disputes the project partners are obliged to work towards an amicable settlement;
- 5.2. If any provision in this agreement should be fully or partly ineffective, the parties to this agreement agree to undertake all necessary actions to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the original provision;
- 5.3. This agreement shall only be amended in writing signed by all parties involved;
- 5.4. This agreement is concluded in three original copies,
- 5.5. The parties of this agreement expressly agree that this Agreement will be listed in the Registration of contracts led by the Authority of Municipal District Prague 5, which is accessible to public and contain the information about the contracting parties, the subject of this Agreement, the numerical code of this Agreement and the date of its signature. Both parties declare, that these information are not considered as a business secret and give the permission for their use and publishing without setting any other conditions.

JUDr. Naděžda Kratochvílová zástupce starosty

On behalf of Městská část Praha 5

Concluded at SIEL... (Place) on the 15.08.2014. (Date)

On behalf of Stadt Biel/Ville de Bienne - Abteilung Schule & Sport/Départment Ecoles & Sport

Schule und Sport / Écoles et Sport Leiter / Responsable

Peter Walther

# Povinná doložka smlouvy

Tímto se ve smyslu ustanovení § 43 odst. 1 zákona č. 131/2000 Sb., o hlavním městě Praze, ve znění zákona č. 303/2013 Sb., zákon, kterým se mění některé zákony v souvislosti s přijetím rekodifikace soukromého práva, potvrzuje, že byly splněny podmínky pro platnost právního jednání městské části Praha 5, a to usnesením RMČ/ZMČ č. 40/1467/2014 ze dne 2.9.2014.

Městská část Fraha 5 Úřad městské části Úřad městské části Odbor servisních služeb Odbor servisních služeb Odbor servisních 22 Praha 5 nám. 14. října 4. 150 III/01/02

Povlaná doložka smlouvy

Tiento se ve ampolo retanovani s 43 edati i reskona 6. 131/2000 Sp., o hisvalm nestă î Pranz. ve anăni retona o 505/2013 Sp. cakon, loenim se mont neintain astonav v acutralosti a procum reforiilitaca soutrometro prava, potenzuje zo bviy aumany podimialoj pro plavnost pravniho indulmi aleatată části Prana 6, a to uspiesanimi EMCZZMČ di 401447/2014 za des 2 8 /014





# Smlouva

Organizační jednotka: Odbor servisních služeb	Vyřizující referent/podpis: Trůblová Alžběta Ing.
Ouboi servisinen siuzen	<b>Tel. linka:</b> 850 <b>Datum</b> : 3.9.2014
Agendové číslo objednávky / smlouvy:	019/0/OSS/14
Věc: Dohoda o partnerství mezi MČ P5 a	městem Biel/Bienne, Švýcarsko
Č. usnesení RMČ/ZMČ Praha 5: 40/1486/2014	Před schválením odsouhlasil:
ze dne: 2.6.2014	1. vedoucí oddělení – Bc. Jan Vyskočil
Lhůta k vyřízení:	1,1000
Adresáti odesílaných písemností:	2. vedoucí odboru – Daniel Ottomanský
Stadt Biel/ Ville de Bielle Zentralstrasse 60	zástupce starosty/radní se svěřenou kompetencí RMČ
2501 Biel/Bielle Switzerland	Judr. Naděžda Kratochvílová  0 4 -09- 2014
	4. tajemník Úřadu městské části Praha 5 Mgr. Jiří Radil
Dokument č.j výtiscích a odeslán výtisk č	5.9.2074 Sharing
	v.z. JUDr. Naděžda Kratochvílová zástupkyně starosty 0 4 -09- 2014
Do podatelny k vypravení předal dne	Schválil: JUDr. Petr Lachnit 1.zástupce starosty
(tento oddíl vyplňujte pouze v případě odesílání dokumentů)	
Spisový znak: 88.1 Skartační znak: V Skartační lhůta: 10	

#### Informace ve věci pro statutárního zástupce Městské části Praha 5

Na základě usnesení RMČ č. 58/2024/2013 ze dne 10.12.2013 podalo oddělení řízení a podpory projektů Odboru servisních služeb žádost o dotaci z programu Česko – Švýcarské spolupráce na projekt Standardy a dobrá praxe v managementu kvality základních škol. Dle sdělení řídícího orgánu programu – Ministerstva financí ČR – bude náš projekt podpořen.

K úspěšné realizaci projektu je třeba uzavřít Dohodu o partnerství se švýcarským partnerem projektu, kterým je město Biel/Bienne. Dohoda o partnerství je povinnou součástí dokumentace projektu.

Text dohody o partnerství v anglickém originálu a českém překladu byl schválen RMČ dne 2.9.2014 č. usn. 40/1467/2014. Dohoda o partnerství je účelově uzavíraným smluvním vztahem s dobou trvání po dobu trvání projektu.

# Městská část Praha 5

# 40. zasedání Rady městské části Praha 5

konané dne 02. 09. 2014 číslo usnesení 40/1467/2014

19. bod programu

Předkladatel: Kratochvílová Naděžda, JUDr., zástupkyně starosty MČ P5

Projekt Standardy a dobrá praxe v managementu základních škol (Česko-Švýcarská spolupráce) - uzavření dohody o partnerství

Předkládáme ke schválení dohodu o partnerství mezi MČ Praha 5 a městem Biel/Bienne. Dohoda je uzavírána pro účely realizace projektu Standardy a dobrá praxe v managementu základních škol a upravuje pravidla spolupráce partnerů v projektu.

Rada městské části Praha 5

## I. Schvaluje

1. uzavření dohody o partnerství mezi MČ Praha 5 a městem Biel/Bienne pro účely realizace projektu Standardy a dobrá praxe v managementu základních škol ve znění, které je přílohou tohoto materiálu.

#### II. Pověřuje

1. statutárního zástupce MČ Praha 5 k podepsání dohody dle bodu I.1.

#### III. Ukládá

- 1. Ottomanskému Danielu, vedoucí Odboru servisních služeb
- 1.1 odeslat dohodu, uzavřenou dle bodu I.1., řídícímu orgánu programu Česko-Švýcarské spolupráce a partnerovi v projektu.

Termín plnění: 10. 09. 2014

Poměr hlasování 4/0/0