

**Contract on the Provision of Financial Resources
from the International Visegrad Fund's
Visegrad Grant No. 21820075**

(hereinafter only the "Contract")

1. CONTRACTING PARTIES

1.1 International Visegrad Fund

Address:	Hviezdoslavovo nám. 9, 811 02 Bratislava, SK
ID No.:	36060356
Bank name:	Tatra banka, a.s.
Bank seat:	Hodžovo nám. 3, 811 06 Bratislava, SK
IBAN:	SK29 1100 0000 0029 3600 0250
SWIFT/BIC:	TATRSKBX
Represented by:	Andor Ferenc Dávid , Executive Director hereinafter referred to as the "Fund"

and

1.2 Základná škola Haniska

Name:	Primary School Haniska
Address:	Haniska 290, Haniska , 04457, SK
Correspondence address:	Haniska 290, Haniska, 04457, SK
ID No.:	35544121
Bank name:	Tatra banka
Bank seat:	Bratislava
IBAN:	SK981100000002928882118
SWIFT/BIC:	TATRSKBX
Registered VAT Payer:	no
Additional banking information:	
Represented by:	Mgr. Helena Borůvková hereinafter referred to as the "Grantee"

1.3 The Fund and the Grantee jointly hereinafter only "Contracting Parties".

1.4 The Contracting Parties enter into this Contract on Provision of Financial Resources from the International Visegrad Fund under the conditions and with the subject matter stipulated below.

2. SUBJECT OF THE CONTRACT

2.1 The subject of this Contract is the definition of conditions for the payment of financial support from the Fund to support the activities of the Grantee within the project named "Sport - the Language Young People in V4 Share", as on the base of Grantee's proposal in application submitted via the Fund's On-line System as defined below (the "Application") under serial No. 21820075 (the "Project"). To avoid any doubts, Contracting Parties declare and agree that after the Application is submitted via the On-line System, it cannot be changed by neither Contracting Party.

2.2 The Grantee specified the following project partners for the implementation of the Project:

Partner No. 1.

Name of the organization in its native language: Gmine Centrum Kultury w Aleksandrowie	
Name of the organization in English: Municipal Culture Centre in Aleksandrów	
Address: 39B Aleksandrów, Aleksandrów, 26337, PL	PL
Statutory representative: Anna Piekarz	
BIN: 101613500	Registered VAT payer: no

Partner No. 2.

Name of the organization in its native language: Základní škola a mateřská škola Hradec nad Svitavou	
Name of the organization in English: Nursery School and Primary School Hradec nad Svitavou	
Address: Hradec nad Svitavou 496, Hradec nad Svitavou, 56901, CZ	CZ
Statutory representative: Mgr. Eliška Hartmanová	
BIN: 71009388	Registered VAT payer: no

Partner No. 3.

Name of the organization in its native language: Kodály Zoltán Művelődési Ház	
Name of the organization in English: Kodaly Zoltan Community Centre	
Address: Fő ut. 106, Galgahévíz, 2193, HU	HU
Statutory representative: Agnes Danyik	
BIN: 16798258-2-13	Registered VAT payer: yes

All of the above-mentioned partners hereinafter jointly referred to only as the "Project Partners".

2.3 The subject of the Project shall be supported by the Fund with an amount of up to €22,684.00 under conditions set forth further in this Contract (the "Grant").

2.4 The Grantee is obliged to implement the Project in compliance with the time frame and financial and other conditions stipulated in the Contract.

2.5 The Grantee is obliged to keep the Fund updated in regard to the Project via the grant management on-line system available at <http://my.visegradfund.org/> (the "On-line System").

3. IMPLEMENTATION OF THE PROJECT

3.1 The Contracting Parties agree that the Project shall last from 20/09/2018 to 15/01/2020 (the "Implementation Period").

3.2 Particular stages of implementation of the Project are specified in Attachments No. 1 and 2 hereof ("List of outputs" and "Calendar of Events/Outputs"). The Grantee is obliged to maintain an up-to-date Calendar of Events. Any change in the dates, venues or types and names of events originally stipulated in the Calendar of Events must be updated and confirmed in the On-line System no later than 10 working days prior to the planned date.



4. GRANT PAYMENT

4.1 The Grant shall be paid to the Grantee under conditions set forth in Section 4.2 hereof in 2 instalments as follows:

- the 1st installment in the amount of **€18,148.00** within 15 working days after the delivery of the valid and effective Contract by the Grantee to the Fund (the "First Instalment"); Contracting Parties agreed that the Grantee is obliged to deliver to the Fund a final report contents and requisites of which are set forth in the Grants Guidelines published and available on the Fund's website in the period under Article 6, section 6.2 of the Contract (the "Final Report");
- the 2nd (and final) installment in the amount of **€4,536.00** within 15 working days after the Final Report, Financial Statement and Audit Report are approved by the Fund according to Article 6 hereof (the "Final Instalment"). Parties agreed that the Final Instalment must be pre-financed by the Grantee and, if duly approved under conditions set forth hereof, the Fund reimburses the due amount of the Final Instalment.

4.2 The Grantee shall be entitled to the 2nd Instalment and Final Instalment of the Grant solely upon the approval of the Fund provided (i) the relevant reports relating to the particular instalment were delivered by the Grantee to the Fund within the periods stated in Article 6 hereof and in the Calendar of Events/Outputs as specified in Attachment No. 2 hereto and (ii) such reports were approved by the Fund pursuant to Article 6 hereof.

4.3 The Fund reserves the right to deny the disbursement of the Grant or any part of it, in case the Grantee does not comply either with the Rules and Grant Guidelines mentioned in 4.4 and applicable at the time of the Application's submission or the provisions of the present Contract. In such case the Grantee shall not be entitled to any disbursement.

4.4 The Grantee declares that prior to the signing of this Contract they made themselves familiar with the Rules and Grant Guidelines of the Fund which are applied by the Fund for the organization and treatment with the grants, including Grant provided to the Grantee under this Contract, and which are published on the website of the Fund (www.visegradfund.org). The Grantee shall be obliged to accept all such rules and principles of the Fund.

5. GRANT UTILIZATION

5.1 The Grant shall be used by the Grantee only to cover the direct expenses of the Project during the Implementation Period of the Project according to the budget plan which forms Attachment No. 1 hereof (the "Budget"). Up to 15% of the Grant may be used to cover Project overhead costs (operating costs directly linked to the Project).

5.2 The expenses required for the Project from the Grant cannot exceed the approved amount.

5.3 The Grant may be used only during the contracted Implementation Period. The part of the Grant not used during the Implementation Period shall be returned by the Grantee to the Fund upon request within 15 working days.

5.4 The Grantee shall use the Grant according to the Budget in an efficient and cost-effective way.

5.5 Any change in the qualified expenses as stated in the Budget exceeding the amount of €1,000.00 in individual budget category requires the prior approval of the statutory representative of the Fund. For such approval to be granted a written request of the Grantee is required in which the need of such change shall be justified. Without the approval of the Fund the Grant may not be used to cover such changed expenses exceeding the amount qualified in the Budget.



6. CONTRACTUAL TERMS

- 6.1 The Grantee is obliged to specify a bank account for the purposes of the grant with interests retained by the Fund. All payments received from the Fund should be credited to this account.
- 6.2 The Grantee shall provide bank transfer information only.

5.6 The financial resources of the Grant other than overhead costs cannot be used for:

a) capital investments (tangible/intangible assets);
b) VAT refund for Grantees who request VAT compensation from local authorities;
c) the Grantee's own indirect costs (electricity/gas/water/telephone bills, etc.);
d) internal costs or invoices (rent of one's own premises, one's own accommodation and board); and
e) Grantee's own work—e.g. coordination of the Project, salaries, financial remuneration of employees (or any expenses related to employment based on the Labour Code, including daily allowances, part-time work, etc.).

6. REPORTING OBLIGATIONS AND RELATED CONTRACTUAL TERMS

6.1 The Grantee shall immediately inform the Fund in writing of any circumstance which may affect the realization of the Project or of any changes in contractual conditions. The statutory representative of the Fund shall decide upon such circumstances and changes.

<i>Report:</i>	<i>Covering the period from-to:</i>	<i>Latest delivery of report:</i>
Final Report	20/09/2018–15/01/2020	12/02/2020
Financial Statement	20/09/2018–15/01/2020	12/02/2020
Audit Report	20/09/2018–15/01/2020	12/02/2020

6.3 The reports under this Article hereof shall be drawn up in the qualified forms and according to the requirements and instructions published on the website of the Fund, mainly in the Rules and Grants Guidelines. The Fund reserves the right to deny any Report failing to meet this requirement.

6.4 All the reports except the Audit report shall be prepared and separately signed by the Grantee or authorized representative of the Grantee. The Audit report shall be prepared by a certified auditor registered in a Chamber of Auditors of the country of the Grantee's residence.

6.5 The Financial Statements shall conform to the budget and shall mention expenditures related to the Project and shall comply with financial documents evidencing the utilization of the Grant. All financial documents (receipts, bills, contracts and invoices, etc.) related to a project must be kept for period of at least 10 years and copies thereof delivered to the Fund upon request.

6.6 The Fund has the right to verify any data provided by the Grantee to the Fund. The Grantee hereby grants the Fund authorization to provide any acts on behalf of the Grantee necessary for verification of any data provided by the Grantee to the Fund.

6.7 In case of any reservations of the Fund to provided reports or any documentation attached thereto the Grantee shall be obliged to revise such reports or documentation according to the requirements of the Fund within the period stated by the Fund.

6.8 The Fund reserves the right to determine the eligibility of each cost to be covered by the Fund.

7. OTHER CONTRACTUAL TERMS

7.1 All formal communication with the Fund must be conducted in English.

7.2 The Grantee is obliged to specify a bank account for the purposes of the grant disbursements realized by the Fund. All Project payments must be carried through the bank account owned by the Grantee.

7.3 The Grantee shall conduct bank transfer (non-cash) transactions only.

7.4 The Grantee is obliged to acknowledge the Fund's support of the Project (i) on all premises where events take place as part of the Project (in the form of a banner or flag), (ii) in all printed materials distributed as part of the Project and (iii) on all websites connected with the Project, including the Project website and the websites of the Grantee and of the Project Partners, while all the websites must be available in English language as well. All acknowledgements must visibly carry the current version of the logo of the Fund and, if on-line, must be directly linked to www.visegradfund.org. Acknowledgements in event venues must be present for the duration of the events; acknowledgements on-line must remain active for the whole Contractual Period of the Project, at minimum. The Grantee shall ensure that any of its Project Partners acknowledge the Fund's support for the Project to the same extent that the Grantee is obliged under this Contract. Further obligations of the Grantee regarding the acknowledgment of the Fund's support of the Project are specified in the PR Policy of the Fund published on the Fund's website and the Grantee declares that prior to the signing of this Contract he made himself familiar with the PR Policy and shall abide by this policy.

7.5 The Fund reserves the right to carry out monitoring visits of the Project and implementation thereof and carry out financial inspection of the Project and, if necessary, request additional documentation regarding the Project. The Grantee is obliged to allow visits from the staff of the Fund or from personnel authorized to do so by the Fund, allow a financial inspection and provide any materials related to the Project upon request.

7.6 The Fund (or person authorized by the Fund) is entitled to carry out an audit of the Grantee during the Implementation Period. The Grantee is obliged to bear such audit and provide the Fund with any accounting and other document related to the Grant and make and deliver the Fund copies therefrom.

7.7 The Fund undertakes to extend to the Grantee necessary co-operative support.

7.8 Both Contractual Parties may disclose information on the Project and enable access of the public to participate in the Project.

7.9 The Grantee takes note of the fact that the Fund accepts no responsibility for any contents of any output of the Project.

7.10 The Grantee declares that he shall be the bearer of all intellectual property rights and/or copyrights to any outputs of the Project or any part thereof (the "Outputs"). The Grantee hereby grants to the Fund under provisions of the Act No. 185/2015 Coll. Copyright Act (the "Copyright Act") a non-exclusive royalty free licence, without territorial, time, material and technological limitations, to any Outputs of the Project or part thereof, so the Fund shall have mainly right to:

a) publicly disclose the Outputs and publish the Outputs in any way, e.g. on the Fund's website, in any Fund's materials, etc.;
b) alter and process the Outputs, mainly use the Outputs to create new work, according to needs of the Fund;
c) include the Outputs to a database under §131 of the Copyright Act;
d) merge the Outputs with any other outputs or work;
e) make copies of the Outputs;
f) publicly distribute the Outputs;
g) to deal with the Outputs in any other way that is attributable to the author under the provisions of the Copyright Act.

8. CONTRACTUAL SANCTIONS

8.1 The Fund shall be entitled against the Grantee for a contractual penalty in the amount of 20% of the amount of the Grant (the "Contractual Penalty"), if:

- a) any data provided by the Grantee turns out to be false or not up-to-date, or
- b) the Grantee fails to deliver to the Fund any of the reports according to this Contract in time, or
- c) the Grantee fails to observe the Budget or the Grant or any part of it is used in conflict with the terms stipulated in this Contract, or
- d) the Grantee breaches any of its obligation arising from Article 7 hereof.



8.2 The Contractual Penalty shall be paid by the Grantee within 15 working days from the written notice of the Fund. The Contractual Penalty payment shall not affect the Fund's right to request a damage compensation for any damages caused to the Fund.

8.3 The Fund shall be entitled to withdraw from the Contract, in case:

a) any kind of false/incorrect data/information is provided by the Grantee, or
b) any of the contractual requirements are not met by the Grantee or breached by the Grantee and the Grantee shall not remedy such deficiency or breach within an additional reasonable period provided by the Fund in the written call for the remedy, or
c) deficiencies are determined that could in a significant way affect the result or approved schedule during the implementation of the Project, mainly, but not limited to, the Outputs of the Project do not meet the requirement under this Contract and its attachments, or
d) the good reputation of the Fund is damaged by the Grantee, or
e) the Fund learns about a misuse of any funds granted to the Grantee by the Fund or the funds provided by the Fund are used, intentionally or negligently, to any other purpose that specified in the Project.

8.4 The notice of withdrawal shall be delivered in writing in person or by registered mail to the address of the relevant Contracting Party stated in this Contract. The notice of withdrawal shall be considered received on the date of its delivery. If the delivery of the withdrawal notice is rejected by the relevant Contracting Party, the rejection date shall represent the date of delivery. In the case of postal deliveries the withdrawal notice shall be considered received on the third day of its postal deposit, irrespective the addressee's knowledge of such deposit.

8.5 If the Contract is terminated upon the withdrawal of the Fund therefrom, the Grantee shall automatically be obliged to return to the Fund the amount of the paid Grant within 15 working days.

8.6 In case the Grantee fails to observe the Budget or the Grant or any part of it is used in conflict with the terms stipulated in this Contract, the Grantee shall be obliged to return the amount of the paid Grant to the Fund within 15 working days at the call of the Fund.

8.7 When the Fund determines deficiencies that could in a significant way affect the result or approved schedule during the implementation of the Project, the Fund reserves the right to suspend the payment of Grant or any part of it for a definite period.

8.8 If the Fund anytime (i.e., also after implementation of the Project) learns about a misuse of any funds granted to the Grantee by the Fund, the Grantee shall be obliged to return the full granted amount to the Fund within 15 working days of the call of the Fund.

9. FINAL PROVISIONS

9.1 This Contract shall be governed by Slovak law. Relevant provisions of the Civil Code of the Slovak Republic and other related regulations of the Slovak Republic shall apply to the relations regulated in this Contract, resulting from it and related to it.


9.2 Any disputes resulting from this Contract which could not be settled by mutual agreement of the Contracting Parties shall be resolved by Slovak courts.


9.3 This Contract shall enter into force on the day of its signing by both Parties. This Contract is concluded for a definite time period until 25/03/2020 (i.e., the implementation period + 50 working days), except the stipulations in Section 8.8 hereof which shall remain valid and effective for an indefinite time period.

9.4 Both Contracting Parties declare that they conclude this Contract of their free will, they have read its content and as evidence of their consent to its wording they voluntarily sign it as correct.

9.5 The Contract is drawn up in two identical counterparts in English. Each Contracting Party shall receive one counterpart of the Contract.

Done in Bratislava, on 06/09/2018


Signature of the Fund's statutory representative




Signature of the Grantee's statutory representative



Attachment 1

to the Contract on the Provision of Financial Resources from the International Visegrad Fund's
Visegrad Grant No. 21820075

List of Outputs:

Total approved sum: €22,684.00

1 Football Is the Game We Love (Event–Public), Haniska, SK

27/09/2018–01/10/2018

International football matches on Sunday, 30 September 2018 held either in the school gym or on the multifunctional pitch, depending on the weather. These matches should be attended by the local people, by the pupils' parents, the municipality representatives, etc. so that the idea of sport connecting the V4 countries is promoted and so that there's some audience.

Direct target groups:

7 pupils from each country, i.e. 28 pupils altogether (21 guests and 7 hosting pupils). There will be pupils from 4 schools total, 2 teachers coming from the foreign countries, i.e. 27 people from Hungary, Poland, and the Czech Republic coming to Haniska (plus 3 drivers). : 28

Selection/outreach: 7 pupils from each country, i.e. 28 pupils. Selection criteria: pupils from the previous project aged 12-16, plus new pupils to be invited to experience the V4 cooperation -sport-attracted, active, good level of English, with good behaviour, reliable, responsible.

Dissemination/promotion

The project event will be promoted on the school website, in Haniska broadcast, in local newspapers, leaflets and ads will be printed and spread. The results of the event will be announced also in the partner countries, on their websites, etc.

Role of the applicant and project partners

All the partners and the applicant will be involved in the preparation for all the sports events held in each country. All the 4 countries will be responsible for preparing the presentations and quiz on the topics specified and for preparing the pupils for matches in football, volleyball, handball, and basketball. The pupils will be in a good condition so that different sport activities can be performed during the stay in Haniska and also in remaining countries. Each team will be in charge of the activities in their country. As to dissemination, all the partners involved (including us, the applicant) will be also responsible for disseminating the outputs and informing the public on the coming event and its results. All the partners are reliable, we can count on each other.

2 Basketball is a Challenge (Event–Public), Hradec nad Svitavou, CZ

25/04/2019–29/04/2019

There will be International basketball matches held either in school gym or in the stadium which is situated nearby. This sports event will be performed with the participation of MBA players. These matches should be attended by the local people, by the pupils' parents, the municipality representatives, etc.

Direct target groups:

7 pupils from each country, i.e. 28 pupils altogether (21 from abroad and 7 hosting pupils). There will be pupils from 4 schools, 2 teachers coming from each partner school, i.e. 27 people from Hungary, Poland, and Slovakia coming to Hradec nad Svitavou (plus 3 drivers). : 28

Selection/outreach: 7 pupils from each country, i.e. 28 pupils. Selection criteria: pupils aged 12-16, sport-attracted, active, good level of English, good behaviour, reliable, responsible.

Dissemination/promotion

The project event will be promoted on the school website, in local newspaper and on county education websites, leaflets and ads will be printed and spread. Course and results of the event will be announced also in the partner countries, on their websites, etc.

Role of the applicant and project partners

All the partners and the applicant will be involved in the preparation for all the sports events held in each country. All the 4 countries will be responsible for preparing the presentations and quiz on the topics specified and for preparing the pupils for matches in football, volleyball, handball, and basketball. The pupils will be in a good condition so that different sport activities can be performed during the stay in each country. Each team will be in charge of the activities in their country. As to dissemination, all the partners involved will be also responsible for disseminating the outputs and informing the public on the coming event and its results. All the partners are reliable, we can count on each other.

3 Who has the Best Handball Team? (Event–Public), Galgahévíz, HU

06/06/2019–10/06/2019

There will be International handball matches held in the school gym. This sports event will be performed with the participation of Hungarian national players. These matches should be attended by the local people, by the pupils' parents, etc.

Direct target groups:

7 pupils from each country, i.e. 28 pupils altogether (21 guests and 7 hosting pupils). There will be pupils from 4 schools. There will be 2 teachers coming from the foreign countries, i.e. 27 people from: Slovakia, Poland, and the Czech Republic coming to Galgahévíz (plus 3 drivers). : 28

Selection/outreach: 7 pupils from each country, i.e. 28 pupils. Selection criteria: pupils from the previous project aged 12-16, plus new pupils to be invited to experience the V4 cooperation -sport-attracted, active, good level of English, good behaviour, reliable, responsible.

Dissemination/promotion

The project event will be promoted on the school website, in GalgaTV broadcast, in local newspaper, leaflets and ads will be printed and spread. The results of the event will be announced also in the partner countries, on their websites, etc.

Role of the applicant and project partners

All the partners and the applicant will be involved in the preparation for all the sports events held in each country. All the 4 countries will be responsible for preparing the presentations and quiz on the topics specified and for preparing the pupils for matches in football, volleyball, handball, and basketball. The pupils will be in a good condition so that different sport activities can be performed during the stay in Haniska and also in remaining countries. Each team will be in charge of the activities in their country. As to dissemination, all the partners involved (including us, the applicant) will be also responsible for disseminating the outputs and informing the public on the coming event and its results. All the partners are reliable, we can count on each other.

4 Volleyball - Our Favourite Sport (Event–Public), Dabrowa nad Czarna , PL

03/10/2019–07/10/2019

International volleyball tournament. During the stay pupils will also visit interesting places connected to sport - Spała's Olympic Training Centre and Japanese Martial Arts and Sports Centre 'Dojo – Stara Wieś' .

Direct target groups:

7 pupils from each country, i.e. 28 pupils altogether. There will be pupils from 4 schools, 2 teachers coming from the foreign countries, i.e. 27 people from Hungary, Slovakia, and the Czech Republic coming to Dabrowa (plus 3 drivers). : 28

Selection/outreach: 7 pupils from each country, i.e. 28 pupils. Selection criteria: pupils aged 12-16, sport-attracted, active, good level of English, good behaviour, reliable, responsible.

Dissemination/promotion

The project event will be promoted on the school and the county's website, in local newspapers, leaflets and ads will be printed and spread. The results of the event will be announced also in the partner countries, on their websites, etc.

Role of the applicant and project partners


All the partners and the applicant will be involved in the preparation for all the sports events held in each country. All the 4 countries will be responsible for preparing the presentations and quiz on the topics specified and for preparing the pupils for matches in football, volleyball, handball, and basketball. The pupils will be in a good condition so that different sport activities can be performed during the stay in Haniska and also in remaining countries. Each team will be in charge of the activities in their country. As to dissemination, all the partners involved (including us, the applicant) will be also responsible for disseminating the outputs and informing the public on the coming event and its results. All the partners are reliable, we can count on each other.



Budget

Accommodation and board	10,615.00
Awards and prizes	1,010.00
Copyright, licenses, fees	330.00
Printing/publishing costs	30.00
Rent and related technical services	24.00
Transportation and postage	8,975.00
Project overhead costs	1,200.00
Project audit costs	500.00
Total	22,684.00

Done in Bratislava, on 06/09/2018


Signature of the Fund's statutory representative


Signature of the Grantee's statutory representative



Attachment 2

to the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant
No. 21820075

Calendar of Events:

Implementation period: from 20/09/2018 to 15/01/2020

	Event	City	Country	From	Until
1	Football Is the Game We Love	Haniska	SK	27/09/2018	01/10/2018
2	Basketball is a Challenge	Hradec nad Svitavou	CZ	25/04/2019	29/04/2019
3	Who has the Best Handball Team?	Galgahévíz	HU	06/06/2019	10/06/2019
4	Volleyball - Our Favourite Sport	Dabrowa nad Czarna	PL	03/10/2019	07/10/2019

Financial Statement, Final Report and Audit Report deadline: 12/02/2020

Done in Bratislava on 06/09/2018

Signature of the Fund's statutory representative

Signature of the Grantee's statutory representative