

PID: MFCR9XMBRW
Ref.: MF-22551/2019/5801-2
Sheets: 4
Annexes: 2

Implementation Contract

(hereinafter referred to as "Contract")

Czech Republic - Ministry of Finance – National Focal Point

Registered office: Letenská 15, Praha 1, 118 10

Identification Number: 00006947

Bank: XXXXX

(hereinafter referred to as "Grant Provider")

on the one hand

and

Historischer Verein für das Fürstentum Liechtenstein Association

Registered office: Plankner Strasse 39, Schaan, 9494, Liechtenstein

Represented / acting: XXXXX, president

Identification Number: N/A

Tax identification number: N/A

Bank: XXXXX

Account number: XXXXX **IBAN:** XXXXX

(hereafter referred to as "Final Beneficiary")

on the other hand,

entered into **the Contract** within the "Fund for Bilateral Relations " in accordance with the terms set out in the Memoranda of Understanding on the implementation of the EEA and the Norwegian Financial Mechanisms 2014 - 2021 agreed on 4 September 2017 between the Czech Republic, Iceland, the Principality of Liechtenstein and the Kingdom of Norway and under the Bilateral Fund Agreement of 11 July 2018 between the Financial Mechanism Committee (FMC), the Ministry of Foreign Affairs of Norway (MFAN) and the National Focal Point (Ministry of Finance) **for the provision of funds** in order to implement the initiative No.

EHP-BFNU-PDINKM-3-036-2019:
"Liechtenstein History Days in the Czech Republic".

Initiative financial framework

Financial Framework	CZK
Total expenditures	540 990
Total eligible expenditures = provided funds	540 990
Advance payment	540 990

If fulfilment of the purpose of the initiative, to which funds have been provided under this Contract, requires additional expenditures, the Final Beneficiary is required to provide the additional financing from own sources.

If the amount of the actually incurred eligible expenditures for the implementation of the initiative is less than CZK 540 990, the amount of the funds provided from "Fund for Bilateral Relations" will be reduced accordingly.

Article 1

Purpose of providing funds/subject matter

The funds are provided to finance eligible expenditures of the above initiative, which is implemented in accordance with the EEA and Norway Grants 2014 - 2021 in order to strengthen bilateral relations between the Czech Republic and Donor States. These funds are provided based on the *Grant Application for Bilateral Initiative* (hereinafter referred to as "Application") approved by the Grant Provider, ref. No. MFCEDR-PR-000041-2019-58.

Article 2

Terms for initiative implementation

1. Planned start date: 25 September 2019
2. The final date for achievement of the initiative purpose: 28 February 2020
3. Eligibility of related expenditures is specified as follows:
 - Expenditures are eligible from: 10 September 2019
 - Expenditures are eligible to: 28 May 2020

Article 3

The legal framework for the provision of funds

1. The funds are provided under the Memoranda of Understanding on the implementation of the EEA and the Norwegian Financial Mechanism 2014 - 2021 agreed on 4 September 2017 between the Czech Republic, Iceland, the Principality of Liechtenstein and the Kingdom of Norway and under the Bilateral Fund Agreement of 12 July 2018 between the Financial Mechanism Committee (FMC), the Ministry of Foreign Affairs of Norway (MFAN) and the National Focal

Point (Ministry of Finance), in accordance with § 159 of Law No. 500/2004 Coll., Code of administrative procedure, as amended.

2. The Final Beneficiary is obliged to implement the initiative in accordance with the national legislation in force, the Regulations on the implementation of the EEA and the Norwegian Financial Mechanisms 2014 - 2021 and with the obligations and conditions set in this Contract.
3. The Final Beneficiary is obliged to implement the initiative in accordance with Guidelines for Applicants and Final Beneficiaries from the Bilateral Fund within the framework of the EEA and Norway Grants 2014-2021 (hereinafter referred to as "Guidelines for the Bilateral Fund").

Article 4

The rights and obligations of the Final Beneficiary

1. Compliance with the purpose of the initiative and its implementation

The Final Beneficiary is obliged to fulfil the purpose of the initiative, to which funds have been provided from the Fund for Bilateral Relations, referred to in Article 1 of this Contract and to implement the initiative in accordance with terms set in Article 2 of this Contract.

2. Eligible expenditures

The Final Beneficiary is entitled to request a maximum reimbursement of 540 990 CZK, in accordance with the Guidelines for the Bilateral Fund.

3. Pre-financing of the initiative

The Final Beneficiary is obliged to pre-finance eligible expenditures of the initiative from own sources, except for the case of receipt of the advance payment.

4. Notification of modifications

The Final Beneficiary is obliged to notify the Grant Provider of all facts or changes which have or may have an impact on initiative implementation and obligations arising from this Contract and its annexes. The Contract cannot be amended with retroactive effect after the breach of an obligation which is subject to the amendment.

5. Liability of the Final Beneficiary

The Final Beneficiary is fully liable for the implementation of the initiative and for the achievement of the purpose and conditions of the initiative in its implementation.

6. Monitoring

- a) The Final Beneficiary is obliged to submit to the Grant Provider a monitoring report including payment request within set deadline after the end of monitoring period/completion of the initiative which is the subject of the grant from the Bilateral Fund.
- b) The Final Beneficiary is subject to controls and is obliged to create the internal control system in accordance with the relevant national legislation in force.

7. Accounting

The Final Beneficiary is obliged to properly account of all incomes and expenditures in line with the applicable accounting standards and the generally accepted accounting principles of the country in which the Final Beneficiary is established. The expenditure of the initiative has to be clearly and unambiguously identifiable in the books.

8. Public procurement

The Final Beneficiary is obliged to carry out public procurement in line with the relevant national legislation.

9. Documents archiving

The Final Beneficiary is obliged to archive all documents related to the implementation of the initiative for at least 10 years from 1 January of the year following the approval of the final monitoring report; however at least until 31 December 2030.

10. Usage of information

- a) The Final Beneficiary gives consent to the usage of the initiative-related information in information systems and accountancy for the purposes of administration of the EEA and Norway Grants 2014-2021.
- b) The Final Beneficiary is obliged to ensure that all information submitted to the Grant Provider and to entities involved in the implementation of the initiative is always true and complete.

11. Duplicity of financing

During the initiative implementation, the Final Beneficiary is not allowed to claim other funds for the same expenditure of the initiative in order to avoid duplicity of financing.

12. Reporting on irregularities

- a) The Final Beneficiary is obliged to inform the Grant Provider immediately about suspected irregularities found during implementation of the initiative.

Irregularity shall mean violations from:

- a. legal framework of the EEA and Norway Grants 2014 – 2021,
- b. the provisions of European Union, or
- c. the provisions of national legislation of the origin country of the Final Beneficiary,

which affects or threatens any stage of implementation of the initiative for instance by ineligible or disproportionate expenditure.

- c) The Final Beneficiary is obliged to inform the Grant Provider of all controls or monitoring performed by other subjects than the Grant Provider, of their results, proposed remedial measures and implementation of proposed remedial measures.

13. Publicity

The Final Beneficiary is required to follow the publicity requirements in line with the Guidelines for the Bilateral Fund.

Article 5

The rights and obligations of the Grant Provider

1. Grant Provider agrees that after receipt of the monitoring report, verification of its validity, completeness, truthfulness and correctness and upon the final approval of the report the payment to the Final Beneficiary will be made (via order for payment). In case the advance payment was provided to the Final Beneficiary, the Grant Provider will reduce the payment by the full amount of provided advance payment. In case the actual eligible expenses approved within the monitoring report are lower than the provided advance payment, the Final Beneficiary is obliged to return the unspent advance to the Grant Provider.
2. The Grant Provider is committed to find out whether all the conditions laid down by this Contract are fulfilled and ensure cashless payment of funds in the amount specified in the order for payment without undue delay to the Final Beneficiary.
3. Grant Provider is authorized, in accordance with Article 4, paragraph 6 of this Contract, to perform activities related to verifying whether the initiative has been implemented in accordance with this Contract or not.
4. Grant Provider reserves the right - in case of suspected violation of provisions of the Contract or submission of false or incomplete information from Final Beneficiary - to suspend immediately all payments of funds, up to the moment

when the suspicion is refuted (i.e. to the point when the Final Beneficiary submits evidence to rebut the suspicion and the evidence is recognized by the Grant Provider).

5. Grant Provider may, if there is a confirmed suspicion of breach of the provisions of the Contract and/or funds thereof to which the breach of the provision of the Contract has already been paid, reserve the right to apply corrections referred to in Article 7.

Article 6

Payment conditions

1. Payment conditions

The contribution will be reimbursed to the Final Beneficiary from the Bilateral Fund prior the initiative implementation via approved advance payment. The contribution will not be reimbursed until the Contract becomes effective.

2. Transfer of funds

The funds will be provided to the Final Beneficiary by cashless transfer to the bank account of the Final Beneficiary referred to in this Contract.

Article 7

Corrections

1. In case that the Grant Provider finds a violation of the provisions of the Contract, the Final Beneficiary is obliged - on the basis of written notice of the Grant Provider about breaching of the provisions of the Contract - to return misused or improperly used funds received, in an amount determined by the Grant Provider, on the account referred to in the letter of the Grant Provider.
2. For the violation of the obligations specified in Article 4 under points 1, 2, 3 and 11 a correction corresponding to the amount, in which the obligation is violated, is set.
3. For the violation of the obligations specified in Article 4 under points 4, 5, 6, 7, 8, 9, 10, 12 and 13, a correction corresponding to the amount resulting from the percentage range or fixed percentage specified in the Table of corrections (annex of this Contract) is set.

Article 8

Common provisions

Final Beneficiary declares and by signing of the Contract confirms that:

- 1) prior to signing the Contract, the Final Beneficiary was duly and properly notified by the Grant Provider with the terms of drawing funds under the Contract, and takes note of all the conditions, pronounces an unconditional agreement with them and is committed to their implementation and compliance, as well as to meeting the obligations arising from the Contract;
- 2) the Final Beneficiary was properly instructed by the Grant Provider of the consequences that may arise from giving false or incomplete information both in the Contract and in monitoring reports including payment request, and any unauthorized usage of funds;
- 3) for the initiative, which is the subject of funds pursuant to the Contract, within the relevant period for which the funds are granted, the Final Beneficiary does not claim any other grant support, financial contribution, or other similar forms of assistance;
- 4) the Final Beneficiary agrees with the information contained in the Contract, in particular in the range: title/registered office/Final Beneficiary ID, information about the initiative and the subject and the amount of financial assistance under the Contract.

Article 9

Final provisions

- 1) Contract is executed in two counterparts. Each copy is written in English language; of which 1 shall receive the Grant Provider and one the Final Beneficiary.
- 2) Any amendments to the Contract can only be made on the basis of an affirmative expression of both parties in a written amendment to the Contract.
- 3) Disputes arising from breaching of the Contract and failure to respect the terms of the Request for funds recovery will be primarily dealt with the parties amicably. In case of not finding an amicable consensus of the parties, disputes will be resolved under Czech law in the jurisdiction of the competent court in the Czech Republic, according to the location of the Grant Provider.
- 4) The Contract comes into force upon the signed proposal is received by the Contract proposer (Grant Provider). The contract becomes effective on the date of its publication in the Contracts register pursuant to the Act no. 340/2015 Coll., on contract registry, as amended and remains effective for the duration of 10 years

from 1 January of the year following the approval of the final monitoring report; however at least until 31 December 2030.

- 5) The contracting parties declare that they read the text of the Contract carefully before signing it, they agree with its content without reservation that it is an expression of their own free and serious will, it is without simple mistakes, in evidence of what they attach their signatures.
- 6) In case the individual provisions of this Contract were ineffective or had become ineffective, the remaining provisions are binding for the parties. In this case, the parties are obliged to accept the Contract instead of ineffective provisions that will be as close as possible to the meaning of the invalid provision.

Annex 1: Approval Letter
Annex 2: Table of corrections

In Prague, on 16 September 2019

In Schaan, on 7 October 2019

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Deputy Minister for International Affairs
and Financial Markets

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XXXXXX

President of Historischer Verein für das
Fürstentum Liechtenstein

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XXXXXX

Cashier of Historischer Verein für das
Fürstentum Liechtenstein

**MINISTRY OF FINANCE
58-DEPARTMENT OF INTERNATIONAL
RELATIONS**

**Historischer Verein für das Fürstentum
Liechtenstein**

XXXXX

Plankner Strasse 39
9494 Schaan
Liechtenstein

PID: MFCRCEDR-000158-2019

Ref. No.: MFCEDR-PR-000041-2019-58

Number of Pages: 2

Prague, 10 September 2019

Dear president XXXXX,

Let me inform you that your Grant application for bilateral initiative (reg. no. EHP-BFNU-PDINKM-3-100-01-2019), which was submitted via IS CEDR-MF on 2 September 2019, was

APPROVED.

Maximum grant amount is **540 990 CZK**.

Expenditures are **eligible from 10 September 2019 until 28 May 2020**. In justified cases, the eligibility of expenditures may be extended proportionately, based on the applicant's request via IS CEDR which needs to be approved by the NFP.

Following this Approval Letter, an *Implementation Contract* on awarding of the grant will be issued by the NFP via IS CEDR and an advance payment in the amount of **540 990 CZK** will be transferred to the bank account stated in the *Implementation Contract*.

The Final Beneficiary is obliged to get acquainted with obligations set in the Implementation Contract template (Annex 6 to *Guidelines for Applicants and Final Beneficiaries from the Bilateral Fund*) **which must be followed from the date of issue of this letter.**

A contact person for *Implementation Contract* issues as well as for the further implementation of your initiative is XXXXX (e-mail XXXXX, tel. XXXXX).

100 % of incurred eligible expenditures will be acknowledged based on an approved interim/final monitoring report including a payment request. All accounting documents (invoices, bills, contracts etc.) must be provided with text "Financed from the EEA and Norway Grants 2014 – 2021".

Please make sure that publicity of your initiative is as wide as possible, incl. relevant photographic documentation made public at your websites and/or social media together with a summary of the initiative provided with a logo of the EEA and Norway Grants 2014-2021 (can be found as an annex of the Guidelines for Applicants and Final Beneficiaries from the Bilateral Fund).

In order to promote all important events within the approved initiative, please keep the Ministry of Finance (National Focal Point for the EEA and Norway Grants in the Czech Republic) informed via e-mail address czp@mfcz.cz.

Yours sincerely,

XXXXX
director

Copy:

XXXXX, Financial Management and Payments Unit

XXXXX, unit Centre for Foreign Assistance – implementation, monitoring and evaluation

Table of grant/funds recoveries for the breach of budgetary discipline as a result of violation of conditions of providing funds

	Type of breaching the budgetary discipline	Corrections
1.	Failure to archive all documentation related to the implementation of initiative in accordance with the Guidelines for the Bilateral Fund	0-2% of the total grant/funds amount
2.	Failure to ensure proper accounting of all revenues and expenditures under the Czech legislation in force	15-30% of the total grant/funds amount 0-5% of the total grant/funds amount in less serious cases
3.	Failure to create conditions and to cooperate in course of the controls relating to the implementation of the initiative and failure to create control system	25-30% of the total grant/funds amount 0-5% of the total grant/funds amount in less serious cases
4.	Submitting false and / or incomplete information to the Grant/Funds Provider	100% of the grant/funds amount used to finance specific activities in case of intentional conduct, seriously harmful the implementation of initiatives 25-30% of the grant/funds amount used to finance specific activities in implementing the initiative 0-5% of the grant/funds amount used to finance specific activities in implementing the initiative in less serious cases
5.	Failure to reflect (the founder of the state contributory organization) conditions providing funds to the act, which provides funds to finance initiative to final beneficiary	25-30% of the total grant/funds amount 0-5% of the total grant/funds amount in less serious cases
6.	Breach of other specific conditions specified in the Decision/Letter or Guidelines for the Bilateral Fund	25-30% of the grant/funds amount relating to the conditions 0-5% of the grant/funds amount relating to the conditions in less serious cases