

DATED

7 JANUARY 2021

(1) THE EUROPEAN ASSOCIATION FOR JEWISH STUDIES

and

(2) KURT AND URSULA SCHUBERT CENTER FOR JEWISH
STUDIES, FACULTY OF ARTS, PALACKÝ UNIVERSITY

DEED OF VARIATION OF GRANT AGREEMENT

This Deed is dated: 7 January 2021

Parties

- (1) The European Association for Jewish Studies, a company limited by guarantee with company number 07119740 and registered charity number 1136128 whose registered office is at 109 Clarendon Institute Building Walton Street, Oxford, OX1 2HG (**EAJS**); and
 - (2) Kurt and Ursula Schubert Center for Jewish Studies, Faculty of Arts, Palacký University, whose office is at Olomouc, Na Hradě 5, 779 00 Olomouc, Czech Republic (the **Grant Recipient**)
- together the "**Parties**".

BACKGROUND

- (A) EAJS and the Grant Recipient are party to a grant letter and agreement dated 2 July 2019 (the **Grant Agreement**), a copy of which is attached as Schedule 1 to this Deed.
- (B) As a consequence of the COVID-19 situation, the funded summer school, originally planned for 2-12 August 2020, has been postponed until the academic year 2020/21. Consequently, the Parties wish to amend the Grant Agreement as set out in this Deed with effect from the date of this Deed (the **Variation Date**).

Agreed terms

1. Terms defined in the Grant Agreement

- 1.1 In this Deed, expressions defined in the Grant Agreement and used in this Deed have the meaning set out in the Grant Agreement. The rules of interpretation set out in the Grant Agreement apply to this Deed.
- 1.2 For the avoidance of doubt, the schedules to this Deed form part of this Deed.

2. Variation

- 2.1 With effect from the Variation Date the Parties agree the following amendments to the Grant Agreement:

| | | |
|----|---------------------------|---|
| a) | Page 1 of Grant Agreement | Where it states, "in the course of the academic year 2019/20", this is amended to "in the course of the academic year 2020/21". The Grant Recipient undertakes to provide the EAJS with the exact |
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Executed as a Deed by

}

[Redacted]

THE EUROPEAN ASSOCIATION FOR
JEWISH STUDIES

}

Director

acting by

[Redacted]

}

[Redacted]

and

[Redacted]

Director

Executed as a Deed by

}

[Redacted]

Kurt and Ursula Schubert Center for Jewish
Studies

}

[Director / Trustee] 25.1. 2021

acting by

[Redacted]

}

[Redacted]

a [director / trustee] and

[Redacted]

[Redacted]

[Director / Trustee] 25.1. 2021

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| | | |
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| | | new dates for the funded summer school at the earliest opportunity. |
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2.2 Except as set out in clause 2.1, the Grant Agreement including the terms and conditions applicable to the Grant Agreement shall continue in full force and effect.

3. Governing law

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

4. Jurisdiction

4.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 – Original Grant Agreement

Agreement (page 1 of 4)

Agreement between the European Association for Jewish Studies and Kurt and Ursula Schubert Center for Jewish Studies, Faculty of Arts, Palacký University Olomouc (the “Grantee”), dated 2 July 2019

1. Charitable purpose

1.1 The grant (“Grant”) for the sum stated in the attached grant letter (the “Grant Letter”) is awarded for the purposes stated in the grant letter and for no other purposes. The Grantee agrees only to use the Grant for the purposes stated in the Grant Letter. Terms not defined in this Agreement have the meaning given to them in the Grant Letter.

1.2 There is no agreement between the European Association for Jewish Studies and the Grantee as to the use of the Grant other than as expressed in the Grant Letter and in this Agreement.

1.3 Any portion of the Grant not committed to the purposes described in the Grant Letter must be returned to the European Association for Jewish Studies.

2. Applicable laws and taxation

2.1 The Grantee shall comply with any applicable fiscal or other laws and regulations that affect the Grant and payment of it to the Grantee.

2.2 The Grant is paid, inclusive of any taxes which may be payable, in pounds sterling. The European Association for Jewish Studies shall under no circumstances be responsible for any payments in excess of the Grant amount as a result of any taxes, other required payments, fluctuations in exchange rates or overspend by the Grantee.

2.3 The Grantee shall comply with all relevant laws, regulations and guidance regarding safeguarding of children and vulnerable people, anti-bribery or corruption, equality and fraud. The Grantee shall ensure that it has appropriate policies in place in relation to these areas and that it complies with such policies and provides adequate and suitable training to its staff.

3. Withholding, reduction or cancellation

3.1 The Grant, insofar as the European Association for Jewish Studies has not yet provided it, may be withheld, reduced or cancelled by the European Association for Jewish Studies

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url: www.eurojewishstudies.org

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in its sole discretion if the European Association for Jewish Studies believes that:

3.1.1 all or any part of the Grant is not being used in furtherance of the purposes of the Grant; or

3.1.2 the Grantee is not acting in accordance with the Grant Letter and this Agreement; or

3.1.3 the Grantee has ceased to operate, or any action has been taken by a person for or with a view to winding up the Grantee or appointing a receiver or similar officer in respect of the whole or any part of its assets.

3.1.4 the Grantee has acted in such a way that the European Association for Jewish Studies (acting reasonably) believes that continuing to support the Grantee will or is likely to damage the reputation of the European Association for Jewish Studies.

3.2 The Grantee will also pay to the European Association for Jewish Studies an amount equivalent to any part of the Grant which the European Association for Jewish Studies believes in its sole discretion has not been used for the purposes, or has not been used within the period, stated in the Grant Letter. Payment must be made within 30 days of receipt by the Grantee of a request from the European Association for Jewish Studies.

4. Written reports

4.1 The Grantee must submit a written report to the European Association for Jewish Studies within 30 days of the completion of the academic event for which the grant has been made.

4.2 An academic-event report shall be part of this written report. This should discuss how the purposes of the event have been met, reflecting on the rationale for the event, the presented papers, the most important threads in the discussion of these papers, as well as the most important results. This academic-event report should be provided as a Microsoft Word document.

4.3 The Grantee agrees to the publication of the academic-event report on the webpage of the European Association for Jewish Studies. To facilitate this, the academic-event report should be provided as an editable Microsoft Word document.

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Schedule 1 – Original Grant Agreement

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4.4 A high-level financial overview of event expenditures and the funding received shall also be part of the written report. This should be at a summary level, and should not be longer than one page. However, travel, accommodation and other costs for individual scholars should be separated into amounts for scholars based within and outside Europe. The financial overview will not be published on the website of the European Association for Jewish Studies, and should thus be provided as a separate document rather than combined with the academic-event report. This can be provided as either a Microsoft Word document, Excel Spreadsheet, or PDF.

5. Acknowledgement, publicity

5.1 The European Association for Jewish Studies expects a prominent acknowledgment of its support for the Grantee's activities, and the inclusion of the logo of the European Association for Jewish Studies. This includes online announcements of the supported academic event, materials shared with speakers and the general public, as well as press releases and other materials published in the context of the event.

6. Retention of accounting records and audit

6.1 Accounting records showing the receipt of the Grant or any part of it by the Grantee and all expenditure in connection with the academic event must be retained by the Grantee for a minimum period of six years from the date of receipt of the Grant.

6.2 The European Association for Jewish Studies reserves the right to inspect these records, or to request copies, for audit or other regulatory purposes.

6.3 The Grantee shall inform the European Association for Jewish Studies without delay if circumstances arise which might materially impact on the Grant or the Grantee's use of the Grant.

7. Notice

7.1 Any communication sent by the European Association for Jewish Studies to the Grantee may be sent by post, by facsimile transmission or by e-mail to the Grantee's address or number recorded in the application for the Grant, or such other address or number as is notified to the European Association for Jewish Studies in accordance with this provision.

7.2 Any notice so communicated will be effective if posted, on the seventh day after posting

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Schedule 1 – Original Grant Agreement

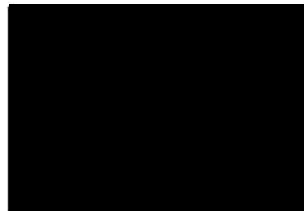
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and if sent by facsimile or e-mail when the sender receives confirmation of receipt.

8. Governing law

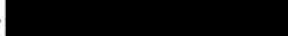
8.1 The Grant letter and this Agreement will be governed by and interpreted in accordance with the laws of England and Wales. The European Association for Jewish Studies and the Grantee hereby submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

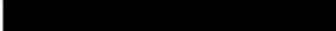
Signed on behalf of the European Association for Jewish Studies

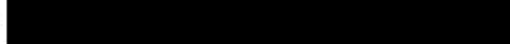


Date: 2 July 2019

Accepted on behalf of the Kurt and Ursula Schubert Center for Jewish Studies, Faculty of Arts, Palacký University Olomouc

Signed: 

Name: 

Position: 

Date: 17. 07. 2019

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