

GRANT AGREEMENT

NUMBER: 3100000673

This Agreement (hereinafter referred to as ‘the Agreement’) is concluded between the following parties:

on the one part,

Eurojust, represented for the purposes of signature of the Agreement by **Mr Nikolaos Panagiotopoulos, Administrative Director**,

and

on the other part,

‘the beneficiary’

The Ministry of Justice of the Czech Republic

represented for the purposes of signature of the Agreement by **Ing. Bc. Radomír Daňhel, MBA, LL.M., Deputy Minister of Economy and Administrative section**.

The parties referred to above

HAVE AGREED

to the Special Conditions (“the Special Conditions”) and the following Annexes:

- Annex I General Conditions (“the General Conditions”)
- Annex II Description of the action
- Annex III Estimated budget
- Annex IV Model financial statement and report
- Annex V Pre-financing request

Initials beneficiary:



Initials EJ:



which form an integral part of the Agreement.

The provisions in the Special Conditions of the Agreement take precedence over its Annexes.

The provisions in Annex I "General Conditions" take precedence over the other Annexes.

SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT MATTER OF THE AGREEMENT

Eurojust has decided to award a grant under the terms and conditions set out in the Special Conditions, the General Conditions and the other Annexes to the Agreement, for the *action* entitled **59th Plenary meeting of the European Judicial Network under the Czech Presidency** as described in Annex II.

By signing the Agreement the beneficiary accepts the grant and agrees to implement the action, acting on its own responsibility.

ARTICLE I.2 – ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT

I.2.1 The Agreement enters into force on the date on which the last party signs it.

I.2.2 Following the entry into force of the agreement, the action shall take place in **Prague, Czech Republic, from 9 to 11 November 2022**

ARTICLE I.3 – MAXIMUM AMOUNT AND FORM OF GRANT

I.3.1 *The maximum amount of the grant is EUR 35,000.00*

I.3.2 The grant takes the form of reimbursement of **95%** of the eligible costs of the *action* ("reimbursement of eligible costs"), which are estimated at the maximum amount of the grant of EUR **35,000.00** and which are actually incurred ("reimbursement of actual costs") for the categories of costs as shown in Annex III.

ARTICLE I.4 – REPORTING, REQUESTS FOR PAYMENTS AND SUPPORTING DOCUMENTS

I.4.1 Reporting request for payment of the balance and supporting documents

The following reporting and payment arrangements apply:

I.4.1.1 A pre-financing payment up to 70% of the maximum amount specified in Article I.3.1 shall be paid to the beneficiary subject to the receipt of a request for pre-financing within 60 days upon entry into force of the Agreement.

Initials beneficiary:



Initials EJ:



To request the pre-financing, the beneficiary must submit the pre-financing request included in Annex V

I.4.1.2 The beneficiary shall submit to Eurojust through the EJM Secretariat (EJM [REDACTED]) a request for payment of the balance within 30 calendar days following the end of the action.

This request shall consist of the following documents:

(a) a complete list of participants, containing information:

- needed to justify the eligible costs as described in article II.14.2 declared and Actually incurred;

(b) a 'financial statement'

This statement must include a consolidated financial statement and a breakdown of the amounts declared or requested by the beneficiary. The financial statement must be drawn up in accordance with Annex IV;

The beneficiary must certify that the information provided in the request for payment of the balance is full, reliable and true.

The beneficiary must also certify that the costs incurred can be considered eligible in accordance with the Agreement and that the request for payment is substantiated by adequate supporting documents that can be produced in the context of the checks or audits described in Article II.20.

(c) scan copies of all the relevant invoices showing the actual total eligible costs.

I.4.2 Currency for requests for payment and financial statements and conversion into euro

The request the for pre-financing payment must be drafted by the beneficiary in euros.

The request for the payment of the balance, made through the financial statement, must be drafted by the beneficiary in the currencies in which the costs were incurred.

I.4.3 Language of requests for payments, technical reports and financial statements

All requests for payments, technical reports and financial statements must be submitted in English.

Initials beneficiary:



Initials EJ:



ARTICLE I.5 — PAYMENTS AND PAYMENT ARRANGEMENTS

I.5.1 Payments

Eurojust must make upon request from the beneficiary:

- one pre-financing payment up to 70% of the total granted amount
- one payment of the balance, on the basis of the request for payment of the balance referred to in Article I.4.1.2.

The request for payment shall be addressed to:

**EJN Secretariat
Eurojust
P.O. Box 16183
2500 BD The Hague
THE NETHERLANDS**



I.5.2 Pre-financing payment for Plenary meeting

The aim of the pre-financing is to provide the beneficiary with a float. The pre-financing remains the property of Eurojust until the payment of the balance.

Eurojust shall make the pre-financing payment of EUR **24,500.00** to the beneficiary within 30 calendar days from the receipt of their request (Article I.4.1.1.).

I.5.3 Payment of the balance

The payment of the balance reimburses or covers the remaining part of the eligible costs for the implementation of the *action* up to the maximum authorized amount.

If the total amount of pre-financing payment is lower than the final amount of the grant determined in accordance with Article II.18, Eurojust shall pay the balance within 30 calendar days from when it receives the documents referred to in Article I.4.1.2 except if Article II.17.1 or II.17.2 apply.

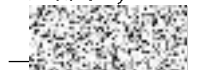
Payment is subject to the approval of the request for payment of the balance submitted through the financial statement and of the accompanying documents. Their approval does not imply recognition of the compliance, authenticity, completeness or correctness of their content.

Eurojust determines the amount due as the balance by deducting the total amount of pre-financing already made from the final amount of the grant determined in accordance with Article II.18.

Initials beneficiary:



Initials IJ:



I.5.4 Notification of amounts due

Eurojust must send a *notification* to the beneficiary:

- (a) informing it of the amount due; and
- (b) specifying whether the notification concerns the payment of the balance.

For the payment of the balance, Eurojust must also specify the final amount of the grant determined in accordance with Article II.18.

I.5.5 Currency for payments

Eurojust must make payments in euros.

I.5.6 Date of payment

Payments by Eurojust are considered to have been carried out on the date when they are debited to its account.

I.5.7 Costs of payment transfers

Costs of the payment transfers are borne as follows:

- (a) Eurojust bears the costs of transfer charged by its bank;
- (b) the beneficiary bears the costs of transfer charged by its bank;
- (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

I.5.8 Payments to the beneficiary

Eurojust must make payments to the beneficiary.

Payments to the beneficiary discharge Eurojust from its payment obligation.

ARTICLE I.6 — BANK ACCOUNT FOR PAYMENTS

All payments must be made to the beneficiary's bank account (denominated in euro) as indicated below:

Name of bank: [REDACTED]

Bank code: [REDACTED]

Exact designation of account holder: Ministry of Justice of the Czech Republic,
Vyšehradská 427/16, 128 10; Pavel Blažek

Initials beneficiary:

[REDACTED]

Initials EJ:

[REDACTED]

IBAN code: [REDACTED]
Swift/BIC: [REDACTED]
Reference to be used: CZ PRES 128/2022

ARTICLE I.7 DATA CONTROLLER, COMMUNICATION DETAILS OF THE PARTIES

I.7.1 Data controller

The entity acting as a data controller as provided for in Article II.6 is the Secretary to the European Judicial Network.

I.7.2 Communication details of EJM Secretariat

Any communication addressed to the EJM Secretariat /Eurojust must be sent to the following address:

European Judicial Network Secretariat

Johan de Wittlaan 9
2517 JR The Hague
The Netherlands

[REDACTED]

I.7.3 Communication details of the beneficiary

Any communication from the EJM Secretariat /Eurojust to the beneficiary must be sent to the following address:

Mgr. Barbora Holuřová

Senior Ministerial Counsellor
International Cooperation and EU Department
Ministry of Justice of the Czech Republic
128 10 Vyřehradská 16, Prague 2
Czech Republic

[REDACTED]

Article I.8 — Ineligibility of value added tax

Paid value added tax (VAT) is not eligible under this Agreement.

Initials beneficiary:

[REDACTED]

Initials EJM:

[REDACTED]

Article I.9— Special provisions on budget transfers involving use of contingencies

As an exception to Article II.16, any use of the provisions for contingencies margin for unforeseen costs included in the estimated budget in Annex III must be communicated by the beneficiary and approved by Eurojust

A 5% contingency over the total direct costs could be allocated in the estimated budget in order to absorb for unforeseen direct costs. Those unforeseen costs shall be claimed as part of the costs categories provided in the financial statement (Annex III)

Article I.10— Acknowledgment of General conditions

By signing this agreement it is acknowledged having read and understood the general conditions (version 1/2022)

Signed on the 30/08/, 2022 in The Hague.



For Eurojust,
Mr Nikolaos Panagiotopoulos,
Administrative Director

Signed on the 2/9, 2022 in PRAGUE



For the Ministry of Justice of the Czech Republic
Ing. Bc. Radomír Daňhel
MBA, LL.M., Deputy Minister of Economy and Administrative section

Initials beneficiary:

RD

Initials EJ:

NP