

Smurfit Kappa Foundation Grant Agreement

The Smurfit Kappa Foundation grant agreement Dated February 21, 2023 (the “**Agreement**”).

Between:

a) The Smurfit Kappa Foundation, a company incorporated under the laws of Ireland (registration number 504110 and having its registered office at Beech hill, Clonskeagh Dublin 14, Ireland the “**Foundation**”); and

b) Základní škola Žebrák, Hradní 67, with its registered office at Hradní 67, Žebrák 267 53, CZECH REPUBLIC, (the “**Grantee**”), (each a “**Party**”, together the “**Parties**” to this Agreement).

Purpose

Project Description: Základní škola Žebrák, Hradní 67 are asking for funding to build a fireproof evacuation elevator so that in the event of fire this lift can still be used to evacuate students who are unable to move themselves downstairs quickly. (the “**Project**”)

Reference: #682

1. Payment

Total funding amount for the Project (the “**Grant**”):

Tranche	Amount	Completion Date
1	EUR 94,000	15 Feb 2024

2. Monitoring & Evaluation: - The Grantee agrees to facilitate the Foundation in the monitoring and evaluation of the Grant which includes but is not limited to the following:

- Contact by way of report between the Foundation and the Grantee every 6 months at a minimum until the completion of the project. The Grantee is required to report on the progress and raise any points to be discussed and any issues which may arise.
- A final impact report be submitted to the Foundation no later than 3 months after the Completion Date which will examine the ongoing impact of the Grant and the manner which it did, or did not, make an impact.

3. Budget

The Grantee's **application form (Appendix B)** outlines the budget for the Grant for which this Agreement pertains. The Grantee confirms that it will stay within the budget of the Grant and the Project will be completed in full on or before the Completion Date agreed. The Completion Date may be amended or extended subject to the Foundation's prior written consent.

4. Financial Administration

The Grantee confirms that the bank account details provided below are correct unless otherwise notified to the Foundation.

Grantee Name:	Základní škola Žebrák, Hradní 67
Grantee Address:	Hradní 67, Žebrák 267 53, CZECH REPUBLIC,
Grantee Bank Account Name:	Základní škola Žebrák, Hradní 67
Grantee Bank:	Česká spořitelna
Grantee Bank Address:	Česká spořitelna , a.s., Praha 4, Olbrachtova 1929/62
Grantee Bank Account Number:	364192349/0800
IBAN	CZ5408000000000364192349
BIC/Swift Code:	GIBACZPX
Additional Information:	N/A

5. Insurance:

The Grantee is responsible for the appropriate insurance cover for an amount of no less than the Grant in relation to the Project which is provided pursuant to this Agreement. The Grantee will furnish copies of the relevant insurance documentation to the Foundation.

6. Declaration:

The Grantee confirms that the information provided by the Grantee to the Foundation is a true representation of the Grantee and no incorrect or misleading representation or statement has been provided ("**Misrepresentation**").

The Grantee confirms it will report to the Foundation as soon as becoming aware of:

- (a) any developments that could cause a significant change to the aims and activities of the Grantee;
- (b) any actual or suspected fraud involving the Grantee;
- (c) any investigations concerning the Grantee or any of its affiliates which is currently underway or any potential anticipated investigations to be undertaken by a Regulatory Authority and/or;
- (d) anything which may negatively impact the reputation of the Foundation.

7. Liability

The Grantee is solely responsible in respect of any and all claims arising from or in connection with the execution of the Project funded under the terms and conditions of this Agreement. The Grantee hereby agrees to indemnify the Foundation with regard to any potential claim or any claim which may arise. The Foundation shall not be liable in respect of any claim by or on behalf of any volunteer, employee, or agent acting for and on behalf of the Grantee or on behalf of any other person who may have a claim against the Grantee arising out of the implementation of this Agreement. The Grantee confirms that it has or will have no recourse to the Foundation in the future in respect of any claim or damages which may arise from the execution of the Project. The Grantee hereby agrees to indemnify the Foundation in this regard.

8. Data Protection

The Grantee confirms it is compliant and will comply with its obligations under all applicable data protection law in its local jurisdiction. The Grantee will ensure all data protection rights be adhered to, particularly if the Grantee is processing any personal data or any transfer of personal data takes place within the meaning of applicable data protection law. The Grantee will not do, or permit anything to be done, which might cause the Foundation to be in breach of the applicable data protection laws.

9. Sanctions

The Grantee is compliant with all sanction laws as provided for by the (a) the United Nations, (b) the European Union, (c) the United States, (d) any member state of the European Union and the European Economic Area, (e) the United Kingdom, and/ or (f) the respective governmental, legislative, judicial and enforcement bodies and authorities of any of the foregoing, including, without limitation, Her Majesty's Treasury, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of Commerce, the US Department of State, any other agency of the US government and any authority, official institution or agency acting on behalf of any of them in connection with Sanctions (the "**Sanctions Authority**").

The Grantee confirms that it is not engaged with any organisations or trade which are subject to economic or financial sanctions laws, embargoes and/or regulations, prohibitions, restrictive measures, decisions, orders, notices or other comprehensive prohibitions against transaction activity pursuant to antiterrorism laws or export control laws issued, implemented, adopted, imposed, administered, or enforced by any Sanctions Authority from time to time (the "**Sanctions**"). The Grantee is aware of the implications of engaging with any person and/or organisation who are engaged with or subject to Sanctions. The Grantee, its subsidiaries and any of its affiliates confirm that none of the funds provided by the Foundation to fund the Project are or will be used by a person or body subject to Sanctions or be used for any activity which is or may be connected with Sanctions.

10. Misappropriation of Funds

Where the Grantee becomes aware of or suspects that there has been a misappropriation or inappropriate use (including fraud) of funding by the Grantee and/or its employees, representatives or agents provided under this Agreement, the Grantee will immediately notify the Foundation. The Grantee will provide the Foundation with a written report outlining the details of the reported actions and confirming the action taken to investigate and, where appropriate, respond to the actual or suspected misappropriation or inappropriate use of funding.

11. Termination

This agreement will terminate on or immediately after the Completion Date (where no extension has occurred). The Foundation reserves the right to terminate this Agreement at any time if Misrepresentation has occurred or the termination of this Agreement is agreed between the Parties.

12. Governing Law

This Agreement and all disputes arising from this Agreement whether contractual or non-contractual in nature shall be governed by and construed in accordance with the laws of Ireland. The Parties irrevocably submit to the exclusive jurisdiction of the Irish courts in relation to all matters arising out of or in connection with this Agreement.

13. Acknowledgement

Each Party expressly consents to the electronic signature of this Agreement. The Foundation requests that the Grantee acknowledges the support of the Foundation as a funder of the Project. The Foundation requests to be put on notice prior to the use of the Foundations logo and other materials for use in related publications and social media by the Grantee. The Grantee acknowledges that consent from the Foundation is required in order to use the logo.

Signature Page

Signed for and on behalf of

the Grantee:

Signed:



Name:



Position:

Ředitelka školy

Date:

15.3.2003

Signed for and on behalf of

the **Smurfit Kappa Foundation**

Signed:

A rectangular area filled with a dense, noisy pattern, representing a redacted signature. A blue ink mark is visible at the top left corner of the redaction.

Name:

A rectangular area filled with a dense, noisy pattern, representing a redacted name.

Position:

Finance Manager of Smurfit Kappa Foundation

Date:

15/3/23

APPENDIX A : Key terms of Grant Agreement

Completion date: 15 February 2024

Total cost of the Project: EUR 94,000

Total requested from Smurfit Kappa Foundation: EUR 94,000

Breakdown of the funding requested of Smurfit Kappa: Fireproof lift - €94,000

APPENDIX B : Full Grant Application
Additional Question - SKF application process 2023

Charity Name – Základní škola Žebrák, Hradní 67

Country of operation – Czech Republic

Charity number – 600021564

(Please provide more details if not applicable)

1. What exactly does your charity do? (Brief synopsis 200 words max)

We are a school established for the education of pupils with some type and degree of disadvantage. We operate in the district of Beroun and, in addition to education, we also provide quality rehabilitation care, transport by school bus and barrier-free building. Our school is attended by pupils from 7 to 16 years old.

2. Does the government provide support to you? Is it supporting this project in any way?

Our founder is the Central Bohemian Region, and the government only provides us with funds for wages.

3. How close is the local Smurfit Kappa Plant and do you have a contact there? If yes, please let me know who and the location of the plant?

The Zebrak plant is in the same city. We cooperate with Mrs. Jana Veselá not only through the Smurfit Kappa project Handy hands.

4. Can you please explain in more detail the project that you would like support with? Be very specific about the project itself.

For the needs of immobile students, we would need to get funding to build an evacuation elevator, as the school has several floors. We currently have an elevator in the school building, which unfortunately we cannot use in the event of a fire. So, we have to carry these pupils up the stairs and in case of danger it is very demanding in terms of the number of staff, but also in terms of the weight of pupils with wheelchairs. All tested on a practice alarm.

5. Will this project have a national impact or a local impact? Please explain?

This project is very important for our pupils and staff to protect their lives.

6. Can you provide evidence that proves that what you are applying for is needed in the community? (Be concise and to the point)

Tried during a practice alarm. In the event of a fire or other need for evacuation, it is not possible to get the children out of school in time. The immobile student weighs 60 kg, his wheelchair approx. 20

kg, and the student is on the second floor of the building. He goes down the elevator with one person. At least 4 people have to put up with it. There is only one man working in the school, so it is physically demanding as well to put up with it.

7. Can you please state how much the total cost of the budget for this project is?

According to the price offer for the delivery of the elevator, including the delivery of hydraulics, backup power supply, fire doors and works. Total price: **94 000 EUR.**

8. How much are you asking Smurfit Kappa Foundation for? (Please state an exact amount. We do not give donations to be used as the charity wishes we require a project that we can see through to the end.)

94 000 EUR.

9. How will you bridge the gap if any? (A brief note if required)

We will hope that there will be no fire in the school and that the evacuation elevator will not be needed.

10. Can you provide a breakdown of the costs of the funds that Smurfit Kappa will donate? What will it go towards specifically? (Please provide a breakdown of each item in the project. NB we do not support running costs.)

Yes, we can document an itemized offer.

11. What plans are currently in place to ensure this project is a success? (Again, please keep this concise)

We are dependent on raising money.

12. Can you provide us with the latest set of financial statements?

Yes, we can send it to you.

13. How many people would benefit from SK Foundation's donation to this project, once completed?

Directly – whole students and employees.

Indirectly – family of all of them and also new students because of safety building.

14. What is the timeline for this project? When will it start and when will it end?

Assumption of replacement of the elevator - summer vacation 2023 (July-August).

15. Please explain how this project is sustainable.

The school will continue to be attended by a large number of less mobile and immobile pupils in general, so I see this project as very necessary and sustainable for several years.

16. Please choose the most appropriate goal your project would fall under from the following six Sustainable Development goals (these are our focus as a charity) and explain why.

Quality of education.



17. If you have any other information you would like to share that might help your project, please let us know.

We have a very good relationship with the branch representatives. They regularly help us and when we need decorations, for example for our children's performances, school decorations or things to create from corrugated cardboard which helps to develop the creativity of our children.