

Contract on the Provision of Financial Resources from the International Visegrad Fund's V4 Generation Mobility Mini-Grant No. 12310002

(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: 
Bank seat: 
IBAN: 
SWIFT/BIC: 

Represented by: **Petr Mareš**, Executive Director

hereinafter referred to as the "Fund"

and

1.2 Střední průmyslová škola stavební

Governing body/founding organization: ---
Address: Mírová 630/3, 746 01 Opava, CZ
Correspondence address: ---
ID No.: 47813148
Bank details: 
Registered VAT Payer: no

Represented by: **Ing. Karla Labudová**

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 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. **12310002** (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: Zespół szkół budowlanych w Rybniku	
Name of the organization in English: ---	
Address: Świerkłańska 42, Rybnik, 44-200, Poland	Poland
Statutory representative: dr Katarzyna Wróbel	
BIN: 6423148150	Registered VAT payer: no

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 **€10,000.00** 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 with regard to the Project in writing or 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 **15/05/2023** to **30/06/2023** (the "Implementation Period").

3.2 Particular stages of implementation of the Project are specified in Attachments No. 1 hereof ("List of Events"). 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 calendar 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 **€8,000.00** 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 V4 Gen Guidelines published and available on the Fund's website;
- the 2nd (and final) installment in the amount of **€2,000.00** within 15 working days after the Final Report is 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 List of Events as specified in Attachment No. 1 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 V4 Gen Guidelines mentioned in 4.4 and applicable at the time of the Application's submission and/or the provisions of the present Contract, and/or in case the number of direct participants and the number of days shall be lower than stated in the List of Events. 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 V4 Gen Guidelines of the Fund 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.

4.5 The Fund is entitled to change the V4 Gen Guidelines and is in such case obliged to make the valid version thereof available at the Fund's website (www.visegradfund.org) and notify the Grantee.

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 List of Events which forms Attachment No. 1 hereof.

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 The Budget is constructed as a lump sum based on the number of direct participants and the number of days as detailed in the List of Events which forms Attachment No. 1 hereof. In case the number of direct participants and/or the number of days is lower, the Fund reserves the right to lower the 2nd/Final instalment in the amount according to the Fund's rules set in the V4 Gen Guidelines and/or request the return of funds from the 1st instalment.

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.

6.2 The Grantee shall deliver to the Fund:

<i>Report:</i>	<i>Covering the period from—to:</i>	<i>Latest delivery of report:</i>
Final Report with Financial Statement	15/05/2023–30/06/2023	28/07/2023
Photographs documenting the List of Events	15/05/2023–30/06/2023	28/07/2023

6.3 The Final Report 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 V4 Gen Guidelines. The Fund reserves the right to deny any Report failing to meet this requirement.

6.4 The Final Report shall be printed out, signed and stamped by the Grantee's authorized representative, and its scan delivered to the Fund.

6.5 The Financial Statement within the Final Report shall summarize all expenditures related to the Grant and shall mention expenditures related to the Project. All related financial documents (receipts, bills, contracts, invoices, etc.) related to the Grant must be kept for a period of at least 10 years and copies/scans 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 is obliged to acknowledge the Fund's support of the Project (i) on all premises where events take place as part of the Project (and visibly display the Fund's logo), (ii) in all printed materials distributed as part of the Project, (iii) in all public statements and presentations and (iv) on all web pages connected with the Project. 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 a 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 acknowledgement of the Fund's support of the Project are specified in the Logo and Acknowledgement Manual (annex to the V4 Gen Guidelines) 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 V4 Gen Guidelines and shall abide by this policy.

7.4 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.

7.5 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.

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

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

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

7.9 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 license, 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. |

7.11 The Parties agreed to adhere to the principles of environmental sustainability by all means possible in relation to the Project (saving electricity, water and other resources, preferring local goods and services and printing only if necessary and on both sides of the paper, etc.).

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:

any data provided by the Grantee turns out to be false or not up-to-date, or the Grantee fails to deliver to the Fund any of the reports according to this Contract in time, or 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 the Grantee breaches any of its obligation arising from Article 7 hereof.

- | |
|--|
| 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, and/or about unannounced changes within the Project and internal changes of the Grantee affecting the utilization of the provided Grant (mainly but not limited to changes of the Grantee's name, registered seat, statutory representatives, registration for VAT, etc.), the Grantee shall be obliged to return the full granted amount to the Fund within 15 working days at the call of the Fund.

9. PERSONAL DATA PROCESSING

9.1 The Contracting Parties agreed that each Contracting Party is obliged to comply with respective regulations related to personal data processing mainly according to Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) at its own responsibility unless stated in this Agreement otherwise.

9.2 The Contracting Parties agreed that obligation of the Fund resulting from Article 14 of the General Data Protection Regulation to all applicants/touched persons whose personal data shall be provided by the Grantee to the Fund based on this Contract—to provide all applicants/touched persons with information about the processing of their personal data by the Fund will be carried by the Grantee. The Grantee is obliged mainly to provide all applicants/touched persons with written information on personal data processing on behalf of the Fund against the confirmation of the respective applicant/touched person together with receiving the application for the financial support. The sample of written information on applicants' personal data processing by the Fund creates Attachment No. 2 to this Contract.

9.3 The Grantee is obliged to deliver written information on personal data processing by the Fund confirmed by all applicants/touched persons together with the list of applicants.

10. FINAL PROVISIONS

10.1 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.

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

10.3 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 08/09/2023 (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.

10.4 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.

10.5 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 26/04/2023



representative



Signature of the Grantee's statutory representative(s)

Attachment 1

to the Contract on the Provision of Financial Resources from Grant No. 12310002

List of Events:

Total approved sum: €10,000.00

1 IGM23 (International Geodetic Measurements 2023) (Event-Private), Gruň, Staré Hamry, CZ

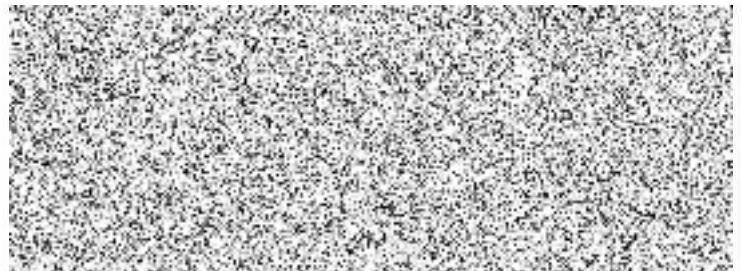
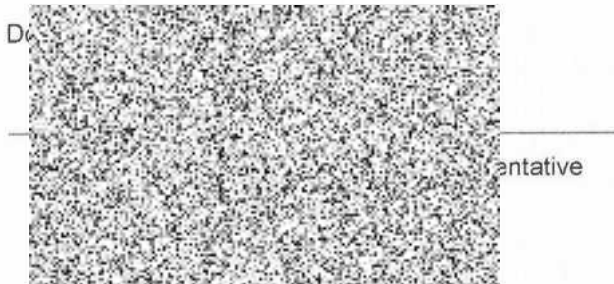
12/06/2023–16/06/2023

We described the purpose of the meeting in Part I, What is project about? The framework programme for each mobility day is as follows: 7.00 - 8.00 breakfast, programme of the day; 8.00 - 12.00 measurements in the field, data processing; 12.00 - 13.30 lunch, rest; 13.30 - 17.00 measurements in the field, data processing; 17.00 - 22.00 evaluation of the day, leisure and sports activities, dinner; from 22.00 night rest. Exceptions to the framework programme: Departure 8:00 Opava - Rybník - Gruň. Arrival at 11 am. Monday to Thursday lunch: more field measurements, Thursday afternoon to Friday: data processing. Wednesday after lunch: mountain hiking. One day at night: observation of the night sky, Dark Sky Park Gruň. Departure on Friday at 1 pm along the route Gruň - Rybník - Opava. In case of exceptionally bad weather, we will spend more time on data processing.

Direct target groups:

Children/students/youth + Accompanying adults: 40

Selection/outreach:



Attachment 2

to the Contract on the Provision of Financial Resources from Grant No. **12310002**

NOTIFICATION ON PERSONAL DATA PROCESSING ACCORDING TO ART. 14 OF THE GDPR

To: All applicants/touched person from the project under serial No. 12310002

The International Visegrad Fund, with registered address: Hviezdoslavovo námestie 9, 811 02 Bratislava, Slovak Republic, ID No.: 36060356 (hereinafter as the "Fund"), hereby informs you—the applicant—that the Fund, processes and stores personal data which results from your attendance of the project which is financed/co-finance by the Fund including personal data on in material provided together with application (hereinafter as the "personal data") for evaluation of Project realization due to legitimate interests of the Fund in accordance with respective legislation in electronic form by automatic processing and/or in printed form by nonautomatic processing.

The Fund in accordance with Article 14 of General Data Protection Regulation hereby informs you that:

a) identity and contact details of the Fund are the identity and the contact details of the personal data controller;
b) the Fund did not appoint data protection officer;
c) the Fund process the personal data due (i) the legitimate interests of the Fund on this personal data processing as legal basis;
d) your personal data comes from --- and all your personal data provided together with the application shall be concerned;
e) as recipient of the personal data shall be understood the Fund, organizations of the Fund's establishing countries which are respective to control and supervision above the Fund and by them authorized persons, respectively potential sub-suppliers, i.e., their data processors and associated partners;
f) the Fund may transfer personal data to other countries of EU/EEA and/or publish the personal data;
g) personal data are archived for period of evaluation of Project, trough the period of its existence and 5 years after its finalization. After these terms the data shall be erased or anonymized;
h) the Fund legitimate interest to process the personal data is to evaluate Project and supervise correct usage of provided financial support;

You have a right (on request):

a) to be informed about processed personal data;
b) to access to processed personal data;
c) to control processed personal data and right to its rectification of the personal data in case are the personal data is incorrect;
d) to erase (in accordance with law) processed personal data;
e) for to restriction (in accordance with law) processing of personal data processing;
f) to object personal data processing as well to data portability;
g) to withdraw consent (in case of processed based on consent) at any time;
h) to lodge a complaint with supervisory authority; Fund hereby informs you that provision of personal data is based on legitimate interests of the Fund. In case such personal data shall not be provided, the Fund would not be able to evaluate the Project and so to provide financial support of the Project.

Confirmed receipt by:

KARLA LAB.

(signature of the applicant)

