

Grant Agreement / General Terms and Conditions

The European Climate Foundation is pleased to award the following grant.

Date: 19 July 2023

Grant number:	G-2306-66437
Grantee:	Mesto Pelhrimov Masarykovo namesti 1 Pelhrimov, 393 01 Czech Republic
Project Contact:	Ladislav Med med.l@mupe.cz
E-mail:	
Phone:	
Fax:	
Grant sector:	Cross-Cutting
Grant Amount - Total:	€29,900.00
Time period:	12 months, from 1/6/2023 to 31/5/2024
Payment information:	Mesto Pelhrimov Česká národní banka Město Pelhřimov CZ45 0710 0000 9400 0102 6261

Grantee agrees and consents to the following conditions of the Grant:

1. Purpose of Grant. Grantee shall use this grant solely for the purposes outlined in the attached proposal and budget of €29,900.00, excluding any proposed activities that are prohibited or restricted by this agreement. The attached proposal forms an integral part of the grant agreement. It is understood that these grant funds will be used for such purposes in accordance with the budget submitted, subject to the prohibitions and restrictions stated herein. Grantee shall repay to the European Climate Foundation any portion of the amount granted which is not used for the purposes of this grant. For purposes of the preceding sentence, the European Climate Foundation shall determine whether the grant funds have been used for the purposes described in the attached proposal, excluding any proposed activities that are prohibited or restricted by this agreement. Grantee shall not use any portion of the funds granted to engage in private profit-making or private gain, nor for any non-charitable or non-educational purpose.

1.1 All the activities under this grant that are solely for charitable, scientific, literary or educational purposes (consistent with Section 501(c)(3) and Section 170(c)(2)(B) of the United States Internal Revenue Code) should be identified as "Type A" activity in the budget and all narrative and financial reports.

1.2 Grantee agrees that at no time will any funds it receives from ECF be used (a) to influence the outcome of any specific public election, or directly or indirectly to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office, as described in United States Internal Revenue Code Section 501(c)(3) and United States Code of Federal Regulations Sections 1.501(c)(3)-1(b)(3)(ii) and 53.4945-3(a)(2); (b) for any attempt to influence the outcome of any selection, nomination, election, or appointment of any individual to any public office or office of a political organization within the meaning of United States Internal Revenue Code Section 527(e)(2); or (c) to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with United States Internal Revenue Code Section 501(c)(3).

1.3 Unless authorized by ECF, and identified clearly by Grantee as "Type B" activity in the budget and all financial reports, Grantee agrees that no funds that it receives from ECF will be used for "carrying on propaganda, or otherwise attempting, to influence legislation" as described in United States Internal Revenue Code § 501(c)(3); nor for "influencing legislation" as defined in United States Internal Revenue Code § 4911(d); nor to perform any "lobbying activities" as defined by United States Code, Title 2 § 1602(7).

2. Monitoring, Evaluation and Reporting. Grantee shall submit to the European Climate Foundation narrative progress reports and financial progress reports according to the following reporting schedule:

2.1 Interim Report(s). The interim reports should set forth (a) a brief description of progress to date toward completing the work described in the proposal, and (b) how the proceeds of the grant have been spent to date i.e., a financial report showing actual expenditures according to the budget categories as originally proposed. Following the first payment (see section 3), the scheduled payments shall not exceed actual expenditures. The ECF Funding Request Guidelines provide additional guidance on the format of the Interim and Final Report(s).

2.2 Final Report. Both narrative and financial final reports shall be due no later than the Scheduled Date.

2.3 Financial Reports. The interim and final financial reports should show revenues and expenses for both this grant and the project. Clearly show the amount funded by the European Climate Foundation and how these funds have been spent according to the categories of the initial budget. The ECF Financial Report Guidelines provide additional guidance.

2.4 Reports are due as follows:

Scheduled Date	Type
22 December 2023	Interim Financial
22 December 2023	Interim Narrative
28 June 2024	Final Financial
28 June 2024	Final Narrative

2.5 Organisational Changes. Grantee shall notify the European Climate Foundation of any organisational changes during the term of the grant, including, but not limited to, changes in key personnel, changes in tax status and changes in project timing. The grantee is responsible for completing the agreed deliverables in a diligent and timely manner. At the discretion of the grantee, significant changes affecting these deliverables can be proposed to the European Climate Foundation for discussion and endorsement. Changes requiring transfers between budget categories must be approved in advance by the European Climate Foundation.

2.6 Monitoring and Evaluation. European Climate Foundation retains the right to revoke this grant agreement partly or in full at any moment, based on its staff performance review(s) and progress report(s). The determination of sufficient performance or progress by grantee under this grant agreement to support continued and/or future funding shall be at the complete discretion of the European Climate Foundation. If the European Climate Foundation revokes the grant agreement partly or in full, the grantee is no longer entitled to future payments under this grant.

2.7 Records. Grantee agrees to maintain full and accurate records and books, in accordance with all applicable accounting standards, that enable the European Climate Foundation to monitor all project expenditures and determine how all grant funds have been used. Grantee shall keep copies of all records and all other reports provided to the European Climate Foundation for at least seven years after the end date of the project.

2.8 Audit. Grantee shall permit representatives of the European Climate Foundation to visit its premises and review the activities of the grantee with respect to the programmes supported by this grant and the proper use of this grant. The European Climate Foundation reserves the right to request an audit of the grantee's finances. The audit may be conducted by a representative of the Foundation or by an external auditing firm, at the expense of the Foundation. Grantee agrees to provide, upon request, any receipt or proof of payment and use of funds related to the grant required by the Foundation.

In the event the outcome of the audit is considered negative by the Foundation, which determination shall be at the complete discretion of the European Climate Foundation, the Foundation shall have the right to terminate this agreement by written notice with a notice period it deems suitable.

3. Payment schedule:

Payment #	Scheduled date	Amount	Comments
1	29/6/2023	€14,950.00	Upon ECF staff's receipt of a signed grant agreement.
2	25/1/2024	€11,960.00	Upon satisfactory delivery of interim financial and narrative reports.
3	25/7/2024	€2,990.00	Upon satisfactory delivery of final financial and narrative reports.

4. Grantees Responsibilities and Duties. It is a condition for the grant that all activities are implemented according to all applicable laws and regulations to which the Grantee is subject, including but not limited to those relating to not for profit entities, public liability, health and safety and employment.

5. Anti Bribery and Corruption. Grantee shall deliver the grant in compliance with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and the United States Foreign Corrupt Practices Act 1977 and related regulation. Such obligations shall include, but not be limited to a requirement that the Grantee:

- takes all precautions necessary and use reasonable efforts to ensure that grant funds are not employed to support or promote violence, to aid terrorists or terrorist related activity, to conduct money laundering activities or to fund organisations known to support terrorism or that are involved in money laundering activities.
- has and shall maintain in place throughout the term of this Grant agreement its own policies and procedures, including adequate procedures under the applicable laws and regulations including the UK Bribery Act and the United States Foreign Corrupt Practices Act, to ensure compliance by it.
- promptly reports to the European Climate Foundation any request or demand for any undue financial or other advantage of any kind received by the Grantee in connection with the performance of this Grant agreement.

6. Electioneering. Grantee shall not use any portion of the grant to influence the outcome of any specific public election, to support the election or defeat of a candidate for public office, finance electioneering communications, register prospective voters, or to carry on, directly or indirectly, any voter registration drive (within the meaning of US Internal Revenue Code Section 4945(d)(2)).

7. Data Protection. The Grantee shall, and shall procure that its agents, sub-recipients, subcontractors, consultants or employees shall, administer, implement and deliver the project in compliance with the provisions of all relevant data protection legislation, namely the General Data Protection Regulation (GDPR). The Grantee shall obtain and maintain throughout the term of this Grant agreement all necessary registrations and notifications that the Grantee is obliged to obtain and maintain in accordance with GDPR, in respect of the project; and the Grantee shall assist the European Climate Foundation to comply with any legislative or regulatory responsibilities or liabilities under the data protection legislation applicable to European Climate Foundation, namely the GDPR.

Where the Grantee holds or processes personal data in connection with the project, the Grantee shall comply with reasonable requests made by the European Climate Foundation to ensure compliance with the provisions of this clause, including ensuring that the appropriate technical and organisational measures are taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. Grantee agrees that personal data will not be transferred outside the EEA unless it has first entered into a binding agreement with the transferee which complies with the requirements of this clause and relevant Data Protection Legislation, namely the GDPR. If the Grantee works outside the EEA and therefore uses personal data outside the EEA, the Grantee shall ensure, before receiving the grant and processing personal data, that he complies with the requirements of this clause and the relevant Data Protection Legislation.

8. Force Majeure. To be regarded as force majeure are all circumstances which the European Climate Foundation could not reasonably avoid and the consequences of which the European Climate Foundation could not reasonably prevent. Force majeure will include any decision or policy change which could influence either the Foundation's (i) activities and/or (ii) funding ability and/or (iii) policy. The determination of the existence of a force majeure event shall be at the complete discretion of the European Climate Foundation.

In the event of force majeure, the Foundation shall have the right to terminate this grant agreement by written notice with a notice period it deems suitable.

9. Limitation of Liability and indemnity. The European Climate Foundation will not be liable, in contract or in tort, for any (indirect or consequential) losses or damages in connection with claims arising out of this grant agreement. Should the European Climate Foundation nevertheless be considered liable, such liability shall be limited to the amount paid out in that specific case under the liability insurance. If, for whatever reason, no amount is paid out under such insurance, the liability of the European Climate Foundation is limited to 10% of the amount that was paid out to the Grantee under the grant. Claims for damages shall expire after a period of one year from the day following the day on which the Grantee could have reasonably become aware of the damages.

Grantee hereby indemnifies the European Climate Foundation and each of its directors, officers and employees, for any loss, liability or expense (including the fees and expenses of legal counsel and the fees and expenses of investigation) incurred or suffered by the European Climate Foundation and each of its directors, officers and employees, in connection with any claim, action, arbitration or proceeding brought against or otherwise involving the European Climate Foundation and each of its directors, officers and employees, arising out of or in connection with the grant or the activities conducted by Grantee.

This grant agreement may be relied upon by the European Climate Foundation and each person associated with the European Climate Foundation, including its directors, officers, employees and sub-contractors.

If the European Climate Foundation engages a person not associated with the Foundation in relation to the performance of the Foundation's obligations under this agreement, the Foundation shall not be liable to the Grantee for any error or omission made by such person.

10. Term and termination. This contract is automatically terminated after both the Foundation and the Grantee will have fulfilled their respective obligations under this grant agreement unless terminated prematurely on the basis of clause 2.6, 2.7 or 8. In the event of the applicability of any of the clauses 2.6, 2.7 or 8, the Foundation will be relieved of its obligations under this agreement and will not be liable for breach of contract nor for any (consequential or indirect) losses or damages the Grantee may suffer as a consequence of such termination.

The Foundation has the right to terminate this grant agreement with immediate effect by way of a written notice in the event of the bankruptcy, liquidation, termination of activities or similar situation of the Grantee. In such event the previous sentence of this clause applies.

11. Independent Grantee. The Grantee will perform all activities related to the grant as an independent grantee and not as an agent of the Foundation. Neither the grantee nor any employee or agent of the grantee has the power or authority to act for, represent or bind the foundation in any manner. Under no circumstances will the grantee or any employee or agent of the grantee be considered the agent of the Foundation.

12. Amendments to the Entire Contract. This grant agreement, including the attached proposal, is the complete grant agreement between the Foundation and the grantee and supersedes any and all prior oral or written agreements between the Foundation and the grantee regarding the purposes laid out in the attached proposal. This grant agreement may be amended only by written agreement signed by both of the parties. If any term or provision of the grant agreement or the application thereof to any person or circumstances shall, to any extent, be found invalid or unenforceable, the grant agreement shall be deemed to be amended only to the extent necessary to render it valid and enforceable.

13. Governing Law and Jurisdiction. The legal relationship between the European Climate Foundation and the Grantee, including this grant agreement and any agreements in connection herewith, will be governed by Dutch law. Any disputes between the Foundation and the Grantee, whether or not resulting from this grant agreement, shall be exclusively resolved by the competent Court in The Hague, the Netherlands.

14. Identification. Pursuant to applicable legislation (including the Act on the Prevention of Money Laundering and Terrorist Financing), the European Climate Foundation is obliged to verify the identity of the Grantee and report certain unusual transactions to the authorities. By signing this grant agreement the Grantee confirms to be aware of such obligations and to provide its cooperation, if requested.

15. Acknowledgement of Grant. The Grantee may announce receipt of this grant. Please furnish the European Climate Foundation with a copy in advance of any such announcement.

16. VAT clause. The Grantee and the European Climate Foundation are of the view that for VAT purposes the grant does not constitute a consideration for the supply of services or the supply of goods. Consequently grantee is not entitled to charge any VAT (or any other similar indirect taxes) to the European Climate Foundation in connection with this project / grant agreement. Notwithstanding the above, the grant amount is inclusive of VAT (or any other similar indirect taxes), in the event that at any point it is, or will be, established that the grant amount constitutes a consideration for a VAT taxable supply.

17. Use of logo by grantee. With this grant agreement, the grantee consents to the use of the grantee's logo in the yearly Annual Report of the European Climate Foundation. In case the grantee does not agree, please send us an email to ecfcorpcomms@europeanclimate.org informing us. We thank you for your cooperation.

If your activities under this grant involve lobbying or advocacy work towards the European Parliament or the European Commission, please register your organisation as an EU registered lobbying organisation. For more information and registration, please visit the following website - <https://webgate.ec.europa.eu/transparency/regrin/welcome.do>

Please refer to grant number G-2306-66437 in all future correspondence and reports which relate to this grant.

The European Climate Foundation is pleased to be able to make this grant to your organisation. Instructions for returning the grant agreement, Proposal and Budget, and Grant Receipt Acknowledgement letter are described in the cover letter. Upon failing to deliver the signed documents to our office in The Hague means ECF cannot process this grant further. For questions, please refer to grants@europeanclimate.org

Please return to:

European Climate Foundation
Attention of: Finance Department
Riviermarkt 5
2513 AM The Hague
The Netherlands

