



Smurfit Kappa Foundation Grant Agreement

The Smurfit Kappa Foundation grant agreement Dated November 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) Library Petr Bezruč Opava with its registered office at Nádražní okruh 695/2 , Opava (the “**Grantee**”), (each a “**Party**”, together the “**Parties**” to this Agreement).

Purpose

Project Description: This library in the Czech Republic is requesting funding to build a new room that would serve children, teenagers, adults, seniors, and disabled people. The newly equipped space would be a pleasant environment for education, schools in the area would be able to use this room when visiting for children with autism, visual and speech defects. There would also be free lectures, discussions, workshops, board game tournaments or other time-based activities for the disabled, the elderly and other members of the community. (the “**Project**”)

Reference: 2023-1833 Library Petr Bezruč Opava

Date of application: October 20, 2023

Completion Date: September 30, 2024

1. Payment

Total funding amount for the Project (the “**Grant**”): €30,000.00

Tranche	Amount	Date
1	€30,000.00	2023-11-30

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. The Grantee is required to report on the progress and raise any points to be discussed and any issues which may arise. In any event, such reports will be required before subsequent payments are drawn down (where relevant).
- 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** outlines the budget for the Grant for which this Agreement pertains and the Completion Date of the Project. 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, please see Appendix A. 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:	Library Petr Bezruč Opava
Grantee Address:	Nádražní okruh 695/2 , Opava
Grantee Bank Account Name:	Knihovna Petra Bezruče v Opavě, příspěvková organizace
Grantee Bank:	Komerční banka a.s.
Grantee Bank Address:	Opava
Grantee Bank Account Number:	22132821/0100
IBAN Code:	CZ880100000000022132821
BIC/Swift Code:	CZ880100000000022132821

Additional Information:

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

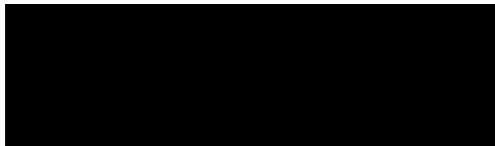
that the Grantee acknowledges the support of the Foundation as a funder of the Project. The Foundation requests to be put on notice prior to the use of the Foundations logo and other materials for use in related publications and social media by the Grantee. The Grantee acknowledges that consent from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

Signature Page

Signed for and on behalf of

the **Grantee**:

Signed:



Name:

Markéta Beyerová

Position:

director

Date:

11/22/2023

Signed for and on behalf of

the **Foundation**

Signed:



Name:

Marie Barrett

Position:

Finance Manager Smurfit Kappa Foundation

Date:

11/22/2023

APPENDIX A : Key terms of Grant Agreement

Completion date: 30/09/2024

Total cost of the Project: €30,000

Total requested from Smurfit Kappa Foundation: €30,000

Breakdown of the funding requested of Smurfit Kappa:

Type of Cost - Detailed Breakdown of Funding requested from SK	Year 1	Year 2	Year 3	Total EUR
equipment - PCs, PS4, 3D printers, licences, furniture	€30,000	€0	€0	€30,000
	€30,000	€0	€0	€30,000

APPENDIX B : Full Grant Application