**GRANT AGREEMENT**

This Grant Agreement (this **"Agreement")** is made and entered into as of March 1, 2024 (the

"Execution Date") by and between:

The Korea Foundation (the **"Foundation"),** located at *55* Sinjtmg-ro, Seogwipo-si, Jeju-do, 63565, Republic of Korea, and

Charles University, Faculty of Alts (the **"University"),** located at nam. Jana Palacha

1/2, 116 38 Prague 1, the Czech Republic.

The Foundation and the University may hereinafter. be referred to individually as a **"Party"**

and collectively as the **"Parties".**

**RECITALS**

**WHEREAS,** the Foundation is a non-profit organization with its aim at supporting and promoting Korean studies across the world;

**WHEREAS,** the Foundation desires to award a grant to the University to support Korea­

related education program in the University;

**WHEREAS,** the University desires to establish and provide to its students such Korea­ related education program, in accordance with the terms and conditions set forth in this Agreement;

**NOW, THEREFORE,** in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

**Article 1. Term**

This Agreement shall be effective from March I, 2024 through February 28, 2025 unless renewed or terminated earlier, in accordance with this Agreement (the **"Term").**

**Article 2. Grant**

2-A The Foundation agrees to award the University a grant (the "Grant") to support the employment of a lecturer (the "Lecturer") for Korea-related studies courses at the

University, as agreed between the Parties in Article 6 of this Agreement. The Grant amount will be based on a 70%-30% cost sharing (Foundation-University) related to the academic year's salary and benefits for the Lecturer, as submitted by the University before the start of e Term. TI1e Grru1t shall not exceed the amount of USD 16,157 (Sixteen thousand one hundred fifty-seven US dollars).

2-B The Foundation shall not be obligated to provide any additional funds other than the

Grant.

**Article 3. Remittance of the Grant**

The Foundation shall remit the Grant to the University within fifteen · (15) days after the execution date of this Agreement and the receipt of all the related documents in Article 7-B and an annual report for the 2023/24 academic year, to the following bank account of the University:

Bank Name: Komerční banka a. s. Branch: XXX

A/C Number: 85631011/0100

IBAN:CZ9601000000000085631011

Swift Code: KOMBCZPPXXX Sort Code: 0100

Account Holder: Univerzita Karlova, Filozofická fakulta

Reference: The Korea Foundation- support the employment of a lecturer

**Article 4. Usage and Management of the Grant**

4-A The University . shall, upon mutual consultation with the Foundation, employ the

Lecturer as specified in Article 7. ·

4-B The Lecturer shall offer the Korea-related courses as specified in Article 6 (the

"Courses").

4-C The University shall use and expend the Grant exclusively for payment of salary and benefits of the Lecturer, unless othe1wise agreed by the Foundation in writing. The University shall not use the Grant for any purpose other than the purpose

. contemplated in this Agreement.

4-D During the Term, ru1d for five (5) years after expiration or termination of this Agreement, the University shall maintain books and records related to any and all expenditures of the Grant and shall provide such books and records to the Foundation

upon the Foundation's request.

**Article 5. Return of the Remaining Grant**

Upon expiration or termination of this Agreement, the University shall return any balance of the Grant unspent within ten (10) days from termination of this Agreement For the avoidance of doubt, the University's obligation under this Article 5 shall survive expiration or termination of this Agreement.

**Article 6. Courses**

6-A The Lecturer shall instruct the following courses during the Terin:

<2024-2025 Academic Year>

Spring Semester: Feb 19, 2024 to Sep 30,2024

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Course Title | Hours per week | Duration(weeks) | Course Type | Expected numberof students |
| Compulsory/Elective | Existing/New |
| Korean LanguageIb(Korejský jazyk Ib) | 4 | 13 | Compulsory | Existing | 24 |
| Korean LanguageIIb(Korejský jazykIIb) | 4 | 13 | Compulsory | Existing | 21 |
| Basic Koreanreading II(Četba korejskych textů pro začátečníky II) | 2 | 13 | Elective | New | 18 |
| Basic KoreanListening II(Poslech | 2 | 13 | Elective | New | 14 |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Korejskeho jazykapro zacatecniky II) |  |  |  |  |  |

Fall Semester: Oct 1, 2024 to Feb 10, 2025

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Comse Title | Hours per week | Duration(weeks) | Course Type | Expected numberof students |
| Compulsmy/Elective | Existing/New |
| Korean LanguageIa(Korejsky jazyk Ia) | 4 | 13 | Compulsmy | Existing | 20 |
| Korean LanguageIIa(Korejsky jazykIIa) | 4 | 13 | Compulsmy | Existing | 24 |
| Basic Koreanlistening I (Poslech korejskeho jazykapro zacatecniky I) | 2 | 13 | Elective | New | 20 |
| Basic Koreanreading I(Cetba korejskych textu prozacatecniky I) | 2 | 13 | Elective | New | 20 |

6-B If the Courses schedule above shall be adjusted or renewed, the University shall notify the Foundation and obtain its prior written consent

**Article 7. Lecturer**

7-A The University shall ensure that the Lecturer is specialized and qualified in Korean

Studies/Language.

7-B The University shall submit to the Foundation the Curriculum Vitae of the Lecturer, a copy of the signed contract be1ween the University a1id the Lecturer; and the salary scale for the Term. ·

7-C If the Lecturer is not able to provide the Comses as specified in Article 6 and should be replaced with a new lecturer, the University shall notify the Foundation and obtain its written consent thereof. The University shall ensure that the new lecturer meets all the requirements provided under this Article 7 and shall ensure that the new lecturer does not begin the Courses unless the Foundation agrees thereto in writing.

. **Article 8. Changes**

8-A If, at any time during the Tenn, the University, or the Lecturer fails to offer or becomes unable to continue to offer for more than fifteen (15) days, the Courses in accordance with Article 6 of this Agreement, the University shall promptly notify the Foundation and immediately cease all expenditures of the Grant.

8-B The University shall, within ten (10) days after the foregoing notice, provide to the Foundation a progress report summarizing what the Lecturer has accomplished during their time with the University and a financial statement showing the expenditure and balance of the Grant. · . ·

8-C Upon reviewing the progress report and financial statement, the Foundation may at its discretion immediately terminate this Agreement, by giving a written notice to the. University. Upon termination under this Article, the University shall return any balance of the Grant to the Foundation within ten (10) days from receipt of the termination notice.

**Article 9. Report**

9-A Within ten (10) days after conclusion of the Term, the University shall sub1nit (i) a comprehensive report on the Courses, including the description of each Courses offered, the number of students enrolled, and any other information the Foundation may reasonably request in regards to the Comses, in the Foundation's report form (the **"Report"),** and (ii) · a financial statement endorsed by the project director and a financial officer of the University. ·

9-B The University understands and accepts that any future support for the University's Comses and/or other programs shall be contingent upon the University's full compliance with this Article.

**Article 10. Recognition**

In recognition of the Foundation's grant support, the University shall note in all relevant public announcements and publications that the Courses are supported by the Foundation.

· **Article 11. Governing Law and Dispute Resolution**

11-A This Agreement shall be governed by and construed in accordance with the laws of

Republic of Korea without giving effect to the conflicts of laws principles thereof.

11-B All disputes, controversies, or differences which may arise between the Parties, out of, in relation to, or in connection with this Agreement, or for the breach thereof, shall be finally settled in the Seoul Central District Court.

**Article 12. Nondiscrimination**

Each party agrees not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mentall disability or physical disability, including, but not limited to, blindness, unless it is shown by the party, which seeks to discriminate a person,

that such disability prevents the discriminated person from performing the work involved.

**Article 13. Miscellaneous**

13-A Any matters not specifically contemplated under this Agreement shall be determined upon mutual consultation and agreement between the Parties.

13-B The Parties are aware of and agree with the publication of the Agreement by the University in accordance with Act no. 340/2015 Sb., concerning special conditions regarding the effect of some Contracts, their publication, and the Contract Register (Contract Register Act), as amended (hereinafter the ,,Act on the Register of Contracts"), immediately after signing the Agreement The Parties state that- the Agreement does not contain commercially confidential information or infoni1ation whose publication would lead to unauthorized access to the rights and obligations of the Parties, their representatives or their employees, and the Parties agree with the publication of the Agreement in its entirety. Nonetheless, prior to the Agreement's publication the University is, if necessary, entitled to delete information which, according to the Act on the Register of Contracts, should not or need not be published. In the case that publication of the Agreement would nevertheless lead to unauthorized acc ss to the rights and obligations of the Parties, their representatives or their employees, each party is responsible solely for the harm

caused to itself, its own representatives, or employees. The Parties have agreed that this Agreement is entered into on the day of signature by the second Party and takes effect" on the day of its publication in the Contract Register in accordance with the Act on the Register of Contracts. The Parties are explicitly aware of and agree that the fulfilment of the Agreement can take place only after it has taken effect. The University undertakes to inform the second Pady of the Contract's registration by sending a copy of the confirmation issued by the Contract Register administrator to the e-mail address XXX.

13-C Any Appendices attached to this Agreement are integral part of this Agreement.

I 3-D The Agreement shall be executed in the English language only and shall prevail over any translation thereof.

*[Signature Page Follows]*

IN **WITNESS WHEREOF,** the duly authorized representatives of the Parties have executed

.

'

this Agreement on the date first above written.

March *25,* 2024

(Month/ Day/ Year)

Jong-kook Lee

Executive Vice President

The Korea Foundation

04. 03. 2024

(Month/ Day/ Year)

Mgr. Eva Lehečková, Ph.D. Dean of Faculty of Arts Charles University

08. 04. 2024

(Month/ Day/ Year)

Miriam Löwensteinová

Assoc. prof./ head of Korean Studies

(Project Director)

Institution: Charles University