

GRANT AGREEMENT

PARTIES

The International Federation of Library Associations and Institutions, a federation under Dutch private law, Prins Willem-Alexanderhof 5 (2595 BE) The Hague, registered at the chamber of commerce 40407191 The Hague, hereby duly represented by its Secretary General [REDACTED] hereinafter referred to as “IFLA”;

and

National Library of the Czech Republic, located at Mariánské náměstí 190/5, 110 00 Prague 1, Czech Republic, Identification code of the legal entity: 00023221, hereby duly represented by Mgr. Tomáš Foltýn, General Director, hereinafter referred to as NL CZ.

individually also referred to as “Party” and collectively as “Parties”.

WHEREAS

- a) IFLA is the leading international body representing the interests of library and information services and their users and the global voice of the library and information professional;
- b) NL CZ is the biggest public library in the Czech Republic. Among other tasks, NL CZ acts as a centre of the public library system in the Czech Republic. Cooperates with other libraries and carries out educational, coordination, professional, information, analytical, research, advisory and other activities.
- c) the Parties wish to cooperate in the implementation of several goals of the project “Media and Information Literacy for Societal Resilience (MILSR)” (hereinafter referred to as “the Project”).
- d) the Parties desire to set out the rights and obligations and the terms and conditions applicable to performance and cooperation in the Grant Agreement.

WANT TO EXPRESS THEIR FOLLOWING INTENTIONS:

Article 1. Definitions and interpretation

In the Grant Agreement the following terms shall have the following meanings:

(Grant) Agreement	this agreement between the Parties;
Confidential information	any information, which is identified and designated as confidential at the time of disclosure, written or oral, disclosed or made available through any means of communication and disclosed by the Parties in connection with their activities or otherwise in connection with the performance of the grant agreement;
Project	“Media and Information Literacy for Societal Resilience (MILSR)”;
	a project funded by the Gulbenkian Foundation and led by the Tactical Technology Collective, Politecnico Di Milano and the International

Project Activities the activities a Party carries out under the Project;
Headings contained in the agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the article to which they relate. Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

Article 2. Subject and scope of the agreement

- 2.1 The purpose of this grant agreement is to clearly identify the roles and responsibilities of each Party as they relate to the Project, including: ensuring that Media Literacy exhibitions/interventions take place in diverse libraries in the Czech Republic ensuring that representatives from these libraries receive thematic training, and collecting information about the impacts of the librarybased interventions, hereinafter referred to as “the Activities”.
- 2.2. As part of the grant application for the MILSR, IFLA has approached NL CZ as they are interested in expanding the digital literacy themes that fall within the project scope and as these are also in line with NL CZ annual objectives.

Article 3. Execution of the agreement

3.1 NL CZ undertakes and fully commits itself to IFLA to correctly execute its Project Activities in accordance with the terms and conditions of the agreement.

3.2 IFLA shall undertake the following activities:

- Ensure overall coordination, guidance and support for project implementation in the Czech Republic – including training, translation and localisation of media literacy interventions, hosting of media literacy interventions and final evaluation. IFLA will maintain oversight for the implementation of the Project activities in libraries in the Czech Republic overall.
- Produce relevant reporting, including impact information collection from host libraries and participating libraries and formal reporting.
- Remain as a contact and support point for the libraries who are engaging in the project.

3.3 NL CZ shall undertake the following activities:

- Identify five branch libraries in the Czech Republic who will take part in the project by following a thematic training and hosting a Media Literacy exhibition within the timeframe of the project.
 - Facilitators from the chosen libraries will follow the training delivered by IFLA and the Tactical Technology Collective in Q3 of 2024; and will implement activities accordingly.

- NL CZ will contract a translator for the translation and localization of the resources to Cusing the English original version provided as a guide by the Tactical Tech team. NL CZ will also be responsible for proofreading the translated materials and implementing the translations into digital files according to instructions and guidance by Tactical Tech.
- NL CZ will print (either in-house or at a local provider) the translated materials (according to specifications provided by Tactical Tech) and deliver them to the five branch libraries.
- Help ensure at least five exhibitions in the Czech Republic (hereafter ‘host libraries’). The exhibitions may or may not be accompanied by workshops focused on the themes contained in the exhibition (thematic workshops will not be considered as mandatory for the full completion of the activities). This activity should be completed by 1 March 2025.
- Consult IFLA on any scale-up opportunities for more interventions or training events in the Czech Republic. For the host libraries, it is important to, where possible, seek contact with other local stakeholders (e.g. schools, universities, local media, etc.) to maximize the impacts of their interventions.
- Help IFLA collect relevant information about the impacts of the training and library-based interventions if needed.

.Article 4. Financial terms and conditions

- 4.1 IFLA shall pay NL CZ € 4500 including all taxes. This is based on the approved project budget by the Gulbenkian Foundation as an expense category. NL CZ should keep track and evidence of total costs incurred within this project. The Library or Association will not need to submit this detailed cost breakdown unless requested by the Gulbenkian Foundation representative.
- 4.2 NL CZ shall send IFLA an invoice for their activities. The payment scheme will be the following: 80% of the agreed fees and expenses shall be paid within thirty (30) calendar days of receipt of the first invoice. The remaining 20% will be paid upon submission of a first reporting period in the month of January 2025.
- 4.3 IFLA shall be entitled to suspend payment if the performance does not comply fully with the agreement.

Article 5. Term and termination of the agreement

- 5.1 The agreement shall enter into force, as of July 20th, 2024, and shall remain in full force and effect until the Project end implementation date for the libraries: March 1st, 2025.
- 5.3 Any Party may terminate the agreement at any time on the material breach or repeated other breaches by the other Party of any obligation on its part under the agreement by serving a written notice on the other Party identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice unless during the relevant period of thirty (30) days

the defaulting Party remedies the breach forthwith by written notice to the other Party.

- 5.4 The agreement may be terminated by any Party on written notice if the other Party becomes insolvent, admits insolvency or a general inability to pay its debts as they become due, has appointed a receiver or administrative receiver over it or over any part of its undertaking or assets, passes a resolution for winding up other than a bona fide plan of solvent amalgamation or reconstruction, files a petition for protection under any applicable bankruptcy code, or has filed against it or becomes subject to an insolvent petition in bankruptcy or an order to that effect.

Article 6. Liability and indemnification

- 6.1 Neither Party will be liable to the other in contract or negligence or otherwise for:
- a) any special, indirect, incidental, punitive or consequential damages;
 - b) loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or
 - c) for any increased costs or expenses.
- 6.2 No Party limits its liability for:
- a) death or personal injury to the extent it results from its negligence, or of its employees or agents in the course of their engagement; and
 - b) its own fraud or that of its employees or agents in the course of their engagement.
- 6.3 IFLA does not assume liability for any third party claims for damages arising out of the agreement.

Article 7. Intellectual Property Rights

- 7.1 The use of the core project materials provided to the library hosts and participants will be governed by the overarching project grant agreements, which stipulate that the ownership of the results of the Project, including intellectual and industrial property rights, and of the reports and other documents relating to it, shall remain with the Tactical Tech, POLIMI, and IFLA, unless otherwise stipulated in same agreement.
- 7.2 Any material produced by a Party (i.e. videos, reports), and used for preparing the result of the Project, shall be vested in the Party itself. If another Party intends to use such materials during the Project or after its termination, it shall obtain in advance the permission from the holder of the intellectual and industrial property rights. The authorized Party shall expressly mention the author of the used material.
- 7.3 NL CZ will ensure that it has copyright, database rights and/or other intellectual property (collectively IP) rights with respect to all the works generated during the term of the Agreement regarding to the Project Result.

Article 8.

Confidentiality/non-disclosure

- 8.1. The Parties shall take all necessary or reasonably desirable measures to keep the Confidential Information in confidence for at least a period of three (3) years after the date as indicated as the end of this agreement. Parties are obliged to take care that such information will not be used for other purposes than the execution of the agreement, unless the disclosing Party has given its prior written consent.
- 8.2 If only part of the information is confidential, the Parties shall only be required to observe confidentiality in respect of that part.
- 8.3 The confidentiality obligation provided for in the present clause shall apply in the same way to all the Parties' staff and to all third parties engaged by the Parties.

Article 9. Force Majeure

- 9.1 Neither Party shall be in default of any obligation by reason of any failure to perform or delay in performing due to unforeseen circumstances or to causes beyond such Party's reasonable control, including without limitation to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel energy, labour or materials.

Article 10. Miscellaneous

- 10.1 Amendments to the agreement and/or additions thereto shall only become legally effective and binding for the Parties when they have been agreed between the Parties, either in writing or electronically, in the form of a schedule to be attached to the agreement.
- 10.2 Save as permitted under the agreement neither Party shall assign or subcontract the agreement or any of the rights and obligations under it in part or in whole, and whether by operation of agreement, law or otherwise, without obtaining the express prior written consent of the other Party. Such consent shall not be unreasonable withheld or delayed.
- 10.3 The Parties agree to use best efforts to resolve dispute in an informal manner.
Notwithstanding what is provided in the agreement, the Parties may agree that a dispute arising out or in connection with the agreement will be settled under the rules of the Dutch Arbitration Institute [Nederlands Arbitrage Instituut] according to an arbitration agreement (to be drawn up). In the event of an (early) termination of the agreement the Parties will still be bound by the articles 7 and 8 of the agreement.
- 10.4 The Parties will remain independent contractual partners to each other. The agreement does not create an affiliate relationship between the Parties nor a joint venture.
- 10.5 If any of the provisions of the agreement is considered to be or become invalid, illegal or unenforceable in any respect under any law, the validity, legality and/or unenforceability of the remaining provisions shall not in any way be affected or impaired.
- 10.7 No amendments, changes, modifications or alterations of the terms of this agreement shall be binding upon either Party hereto unless in writing and signed by the Parties.

10.8 All notices between the Parties must be in writing.

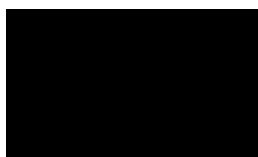
Notices must be given by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, or (iv) electronic mail to the Party's address specified in the agreement, or to the address that a Party has notified to be that Party's address for the purposes of this provision.

10.9 The agreement shall be governed, construed, and enforced in accordance with the laws of the Netherlands and the parties irrevocably agree that any dispute arising out of or in connection with this agreement will be subject and within the jurisdiction of the Dutch competent court.

10.10 The Parties agrees to comply with the Code of Conduct provided by the main Beneficiary of the Grant, Stichting The Tactical Technology Collective. The parties will therefore do their utmost to ensure that the code is respected by every trainer, external expert, consultant, volunteer, and anyone involved in any way in the activities of the Project on their behalf, with particular regard to people who will be in direct contact with children, girls and adolescents involved in the project.

10.11 Any personal data shared, as defined by the GDPR, will be processed fairly and lawfully by the Parties in accordance with the national laws implementing the General Data Protection Regulation (GDPR). Each Party will ensure that it has in place and observe appropriate technical and contractual measures to ensure the security of the personal data and against accidental loss or destruction of, or damage to, the personal data. For the avoidance of doubt, the Parties agree that they will share limited personal data relating to the project. Each Party will be the data controller for personal data relating to its research. For the avoidance of further doubt, it is not expected that any other personal data will be used or shared in the project and, should this change, the parties agree to amend this agreement to set out who is the data processor for any such other personal data.

Signed in duplicate at The Hague



_____ date: 25 July 2024


IFLA Secretary General

The International Federation of Library Associations and Institutions



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date: July 20th, 2024

Mgr. Tomáš Foltýn
General Director
National Library of the Czech Republic