**Partnership Extension Agreement**

This partnership extension agreement is made by and between **the Czech Republic - Ministry of Foreign Affairs** (referred to below as the “Partner”) and the Atlantic Council of the United States, Inc. (referred to below as the “Council”). This agreement is an extension of the terms and conditions of the Partnership Agreement signed on July 27, 2020 and renewed by subsequent extension on July 14, 2021, and May 3, 2022. This partnership will be extended beginning September 1, 2024 through August 31, 2025. Once agreed to, the extension and contribution details can be modified if needed, but all changes will need to be approved by both the Council and the Partner. Further details of this partnership can be found in the agreement signed on July 27, 2020 (attached).

The Council is grateful for **the Partner’s** generous support of its mission of “*working together* *to secure the future*.” Your contribution will aid the Council in expanding both the breadth of its work and its desired impact.

1. Contribution Commitment. The Partner pledges $25,000 (twenty-five thousand dollars) to the Council per year.
2. Contribution Purpose/Intent. The contribution will be designated for use by the Council’s **Europe Center** to continue support for a full-time, in-house fellow from the Ministry of Foreign Affairs of the Czech Republic.
3. Start and End Date. This multi-year partnership will begin on September 1, 2024 and end on August 31, 2025. The dates of partnership will correspond to the dates of the in-house fellowship.
4. Contribution Payment Schedule. The Council will invoice the Partner $25,000 once this agreement is signed by both parties. The invoice will be due upon receipt of the signed agreement.

Unless otherwise agreed, any remaining balance of funds at the end of the project and/or by the end date above will be retained by the Council for continued support of the Europe Center’s work on the Czech Republic and Central Europe.

1. Recognition by the Council. The Partner will be recognized as a contributor of the Council, with all corresponding benefits. The Partner will also be listed on the Honor Roll of Contributors in the Council’s annual report. The Partner will be recognized as **Ministry of Foreign Affairs of the Czech Republic**.
2. Reporting, Deliverables, and Stewardship. The fellow will be integrated into the Council’s Europe Center, and will report to the director of the Europe Center. The fellow will contribute to publications and events within the Europe Center, including a final report on a topic mutually agreed upon with the director.
3. Anti-Corruption. The Partner represents, warrants, and covenants that its representatives, directors, officers, and employees (“Personnel”): (a) are familiar with and agree to comply with the US Foreign Corrupt Practices Act (FCPA), available at: www.justice.gov/criminal/fraud/fcpa and the national and local anti-corruption laws of its home country, including laws enacted to comply with the UN Convention Against Corruption and the OECD Convention (collectively “Anticorruption Laws”); and (b) have not, and will not, in connection with the contribution or any other activities contemplated under this Agreement, or in connection with any other business transactions involving the Council: (i) pay, offer, promise, authorize, or give anything of value, directly or indirectly, to anyone for the purpose of improperly obtaining or retaining a business advantage; (ii) engage in corruption, as defined below, of any kind; (iii) nor is Partner aware of any such conduct by its personnel or any third party. For the purposes of this Agreement, “corruption” will include, but is not limited to, bribery, kickbacks, extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement, trading in influence, money laundering, and any similar criminal activity. Each Party will promptly notify the other Party if it becomes aware of or has specific suspicion of any corruption with regard to the negotiation, conclusion, or the performance of this agreement.
4. Foreign Agents Registration Act (FARA). The Partner and the Council hereby confirm their joint understanding that none of the Council’s undertakings under the Agreement has the nature of activities that will require the Council to register as an agent of a foreign principal with the FARA unit of Department of Justice as set forth under the Foreign Agents Registration Act (FARA). Under no circumstances will the Council act in any capacity at the order, request, or under the direction or control, of any non-US donor, including of a person any of whose activities are directly or indirectly supervised, directed, controlled, financed, or subsidized in whole or in major part by a non-US principal.

The Partner and the Council further declare their joint understanding that, the Council, within the United States, does not (i) engage in political activities for or in the interests of a foreign principal; (ii) act as a public relations counsel, publicity agent, information-service employee or political consultant for or in the interests of a foreign principal; (iii) solicit, collect, disburse, or dispense contribution, loans, money, or other things of value for or in the interest of a foreign principal; (iv) represent the interests of such foreign principal before any agency or official of the government of the United States; and (v) engage in or perform any policy activities to formulate, adopt, change, or maintain an existing domestic or foreign policy of the United States in favor of a foreign principal.

1. Funding Origination. The Partner represents, warrants, and covenants that this contribution to the Council is being made on its own behalf and not at the request or direction of any third party. The Partner acknowledges that the Council contribution is being made without the purpose of influencing or expecting a specific policy outcome.
2. Intellectual Independence Policy. The Atlantic Council and its staff, fellows, and directors generate their own ideas and programing, consistent with the Council’s mission, their related body of work, and the independent records of the participating team members. The Council as an organization does not adopt or advocate positions on particular matters. The Council’s publications always represent the views of the author(s) rather than those of the institution.

The Atlantic Council maintains strict intellectual independence for all of its projects and publications. Council staff, fellows, and directors and those who the Council engages to work on specific projects, are responsible for generating and communicating intellectual content resulting from Council projects. The Council requires all donors to agree to the Council maintaining independent control of the content and conclusions of any products resulting from sponsored projects. The Council also discloses sources of financial support in its annual reports to ensure transparency.

1. Miscellaneous. The Partner represents, warrants, and covenants that all representations made in this Agreement and information furnished by the Partner to the Council are true and correct in every respect and do not omit any facts that might be important to the Council’s decision to accept this contribution. A breach of the representations, warranties or covenants herein will give rise the option of the Council, in its sole discretion, to terminate this Agreement, including the return of some or all of the contribution. This Agreement shall be governed by the laws of the District of Columbia, without regard to its conflict of law principles. This is without prejudice to sovereign immunities of States enjoyed by the Partner under international law.
2. Termination. Either party may terminate this Agreement upon a material breach by the other party, if the breach remains uncured after fifteen (15) days following the breaching party’s receipt of written notice from the non-breaching party outlining the nature of the breach, including a significant event that was neither caused by the parties nor is within the control of the parties and this prevents the implementation of the project.

The details of the contribution have been reviewed and agreed to by the Council and the Partner.

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Chief Financial and Revenue Officer
Atlantic Council of the United States, Inc.

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Minister of Foreign Affairs of the Czech Republic