

Contract on the Provision of Financial Resources from the V4-Japan Joint Research Program financed by the International Visegrad Fund

(hereinafter only the "Contract")

1. Contracting parties

1.1 International Visegrad Fund

Address:	Kráľovské údolie 8, 811 02 Bratislava, SK
Identification No. of the organization:	36060356
Bank name:	Tatra banka, a.s.
Bank seat:	Hodžovo nám. 3, 811 06 Bratislava, SK
Bank account No.:	2936000250 / 1100
IBAN:	SK29 1100 0000 0029 3600 0250
SWIFT / BIC:	TATRSKBX

Represented by: **György Varga**, Deputy Executive Director

hereinafter referred to as the "**Fund**"

and

1.2 Univerzita Karlova v Praze, Matematicko-fyzikální fakulta

Name of the organization in English:	Charles University in Prague
Organizational unit:	Faculty of Mathematics and Physics
Address:	Ke Karlovu 3, 121 16 Praha, CZ
Identification No. of the organization:	00216208
Bank name:	Československá obchodní banka, a.s.
Bank seat (street, number, city, postal code):	Radlická 333/150, 150 57 Praha 5
Bank account No. (IBAN format):	CZ0803001712800107912843
SWIFT/BIC Code:	CEKOCZPP

Represented by: **Prof. RNDr. Jan Kratochvíl, CSc.**, Dean of the Faculty

hereinafter referred to as the "**Grantee**"

1.3 The Fund and the Grantee jointly hereinafter also as the "**Contracting Parties**".

1.4 The Contracting Parties enter into this Contract on Provision of Financial Resources from the International Visegrad Fund under the conditions and with the subject matter stipulated below.

2. INTRODUCTORY PROVISIONS

2.1 The Fund is an international organization which supports common cultural, scientific research and educational projects, youth exchanges, promotion of tourism and cross-border

cooperation to promote development of closer cooperation among the Visegrad Group (V4) countries and to strengthen the ties among people in the region.

2.2 The Grantee applied to the Fund to provide financial support for its research project named Nanophotonics with Metal – Group-IV-Semiconductor Nanocomposites: From Single Nanoobjects to Functional Ensembles, as specified in the Application Form which forms Attachment No. 1 hereto.

2.3 The Fund approved the application of the Grantee for financial support and wishes to provide the Grantee financial support for its project within the activities of the Fund. Such financial support shall be provided by the Fund as a grant.

3. SUBJECT OF THE CONTRACT

3.1 The subject of this Contract is the definition of conditions for the payment of financial support from the financial resources of the Fund to support the activities of the Grantee within project named “**Nanophotonics with Metal – Group-IV-Semiconductor Nanocomposites: From Single Nanoobjects to Functional Ensembles**”, as specified in Attachment No. 1 hereto (the “Project”).

3.2 The Grantee specified the following project partners for the implementation of the Project:

Partner No. 1

Name of the organization (in its original language): 国立大学法人 神戸大学	
Name of the organization in English: Kobe University	
Name of the person responsible: Prof. Dr. Minoru Fujii	
Address: 1-1, Rokkodai, Nada, 657-8501 Kobe, 657-8501	Country: JP
Statutory representative: Yoshii Kazuo, Executive Vice President in charge of Finance	
BIN: 6578501	Registered VAT payer: Yes

Partner No. 2

Name of the organization (in its original language): Wigner Fizikai Kutatóközpont, Magyar Tudományos Akadémia	
Name of the organization in English: Wigner Research Centre for Physics, Hungarian Academy of Sciences	
Name of the person responsible: Dr. Ádám Gali	
Address: Konkoly-Thege Miklós út 29-33, H-1121 Budapest	Country: HU
Statutory representative: Dr. József Péter Lévai, Director	
BIN: 15327064-7219-342-01	Registered VAT payer: Yes

Partner No. 3

Name of the organization (in its original language): Fyzikálny ústav Slovenskej akadémie vied	
Name of the organization in English: Institute of Physics, Slovak Academy of Sciences	
Name of the person responsible: Prof. DrSc. Ivan Štich	
Address: Dúbravská cesta 9, 845 11 Bratislava	Country: SK
Statutory representative: RNDr. Stanislav Hlaváč, CSc., Director	
BIN: 00166537	Registered VAT payer: No

Partner No. 4

Name of the organization (in its original language): Instytut Mikroelektroniki i Optoelektroniki, Politechnika Warszawska	
Name of the organization in English: Institute of Microelectronics and Optoelectronics, Warsaw University of Technology	
Name of the person responsible: Prof. Romuald Bartłomiej Beck	
Address: Pl. Politechniki 1, 00-661 Warsaw	Country: PL
Statutory representative: Prof. Rajmund Bacewicz, Vice-rector for research	
BIN: 525 000 5834	Registered VAT payer: Yes

all of the above mentioned partners hereinafter jointly referred to only as the “**Project Partners.**”

3.3 The subject of the Project shall be supported by the Fund with an amount of up to **EUR 20,600.00** under conditions set forth further in this Contract (the “Grant”).

3.4 The Grantee is obligated to implement the Project in compliance with financial and other conditions stipulated in the Contract.

4. IMPLEMENTATION PERIOD OF THE PROJECT

4.1 The Contracting Parties agree that the Project shall last from **04/01/2016** to **31/12/2018** (the “Implementation Period”).

4.2 Particular stages of implementation of the Project are specified in Attachment No. 3 hereof (the “Calendar of Events”). The Grantee is obligated to maintain an up-to-date Calendar of Events. The Grantee shall inform the Fund about any changes in the dates, venues or types and names of events originally stipulated in the Calendar of Events in writing no later than 10 working days prior to the planned date. Changes in more than half of the scheduled events must be approved in writing by the Fund.

4.3 The Grantee shall immediately notify the Fund of any changes in contractual conditions (e.g. changes of the budget) in a letter signed by the Grantee’s statutory representative.

5. GRANT PAYMENT

5.1 The Grant shall be paid to the Grantee under conditions set forth in Section 5.2 hereof in 2 installments as follows:

1. the 1st installment in the amount of **EUR 16,480.00** within 15 working days after the delivery of the valid and effective Contract by the Grantee to the Fund.
2. the 2nd (final) installment in the amount of **EUR 4,120.00** within 30 working days after the delivery of the Final Report by the Grantee to the Fund according to Article 7 hereof (the “**Final Installment**”).

5.2 The Grantee shall be entitled to a Final Installment of the Grant solely upon the approval of the Fund provided (i) the relevant Final Report relating to the particular installment was delivered by the Grantee to the Fund within the periods stated in the Calendar of Events and (ii) such report is approved by the Fund pursuant to Article 7 hereof.

5.3 The Fund reserves the right to deny the disbursement of the Grant or any part of it in case the Grantee does not comply either with the rules and principles of the Fund mentioned in 5.4 or the provisions of the present Contract. In such case the Grantee shall not be entitled to any disbursement.

5.4 The Grantee declares that prior to the signing of this Contract they made themselves familiar with the rules and principles of the Fund which are applied by the Fund for the organization and treatment with the grants and which are published on the website of the Fund. The Grantee shall be obliged to accept all such rules and principles of the Fund.

6. GRANT UTILIZATION

6.1 The Grant shall be used by the Grantee only to cover the direct expenses of the Project during the Implementation Period of the Project according to the budget plan which forms Attachment No. 2 hereof (the "Budget"). Up to 15% of the Grant may be used to cover Project overhead costs (operating costs directly linked to the Project).

6.2 The Grant may be used only during the agreed upon Implementation Period. The part of the Grant not used during the Implementation Period shall be returned by the Grantee to the Fund within 15 working days of the end of the agreed upon Implementation Period.

6.3 The Grantee shall use the Grant according to the Budget in an efficient and cost-effective way.

6.4 Any change in the qualified expenses as stated in the Budget exceeding the amount of EUR 1,000 requires the prior approval of the Executive Director of the Fund. For such approval to be granted a written request of the Grantee is required in which the need of such change shall be justified. Without the approval of the Fund the Grant may not be used to cover such changed expenses exceeding the amount qualified in the Budget.

6.5 The Grantee may ask for a potential change in the utilization of the Grant in writing. The Grant may be utilized in a manner different than agreed upon in this Contract only with the written approval of the Fund.

6.6 The financial resources of the Grant other than overhead costs cannot be used for:

- a) capital investments,
- b) VAT refund for Grantees who request VAT compensation from local authorities,
- c) the Grantee's own indirect costs (electricity/gas/water/telephone bills, etc.),
- d) internal costs or invoices (rent of one's own premises, one's own accommodation and board),
- e) salaries or financial remuneration of employees, etc. (or any expenses related to employment based on the Labor Code, including daily allowances, part-time work, etc.)
- f) overhead costs exceeding 15% of the Grant

7. REPORTING OBLIGATIONS OF THE GRANTEE AND RELATED CONTRACTUAL TERMS

7.1 The Grantee shall immediately inform the Fund in writing of any circumstance which may affect the realization of the Project or of any changes in contractual conditions. The Executive Director of the Fund shall decide upon such circumstances and changes.

7.2 The Grantee shall deliver to the Fund a Final Report together with the Financial Overview no later than 20 working days from the end of the agreed upon Implementation Period pursuant to Article 4 hereof.

7.3 The Final report and Financial Overview under this Article hereof shall be drawn up in the qualified forms and according to the requirements and instructions published on the website of the Fund. The Fund reserves the right to deny any Final Report or Financial Overview failing to meet this requirement.

7.4 The Final report and Financial Overview shall be prepared by the Grantee. All narrative and Financial Overviews must be separately signed by the Grantee or authorized representative of the Grantee.

7.5 The Fund has the right to verify any data provided by the Grantee to the Fund. The Grantee hereby grants the Fund authorization to provide any acts on behalf of the Grantee necessary for verification of any data provided by the Grantee to the Fund.

7.7 In case of any reservations of the Fund to the Final Report or the Financial Overview or any documentation attached thereto the Grantee shall be obligated to revise such reports, overview or documentation according to the requirements of the Fund within the period stated by the Fund.

7.8 The Fund reserves the right to determine the eligibility of each cost to be covered by the Fund. Such decision of the Fund shall be considered final and shall be accepted by the Grantee without objection or appeal. The Fund shall not be obliged to justify the reasons for its rejection.

8. OTHER CONTRACTUAL TERMS

8.1 All formal communication with the Fund must be conducted in English.

8.2 The Grantee is obligated to set up a website or a separate sub-site within an existing Grantee's website dedicated to the Project. Each Project website shall have its own URL, shall visibly contain the Fund's logo with a direct hyperlink to www.visegradfund.org.

8.3 The Grantee is obligated to acknowledge the Fund's support of the Project (i) on all premises where events take place as part of the Project (in the form of a banner or flag), (ii) in all printed materials distributed as part of the Project and (iii) on all websites connected with the Project, including the Project website and the websites of the Grantee and of the Project Partners. All acknowledgements must visibly carry the logo of the Fund and, if on-line, must be directly linked to www.visegradfund.org. Acknowledgements in event venues must be present for the duration of the events; acknowledgements on-line must remain active for the whole Contractual Period of the Project, at minimum. The Grantee shall ensure that any of its Project Partners acknowledge the Fund's support for the Project to the same extent that the Grantee is obligated under this Contract.

8.4 The Fund reserves the right to carry out monitoring visits of the Project and implementation thereof and carry out financial inspection of the Project and, if necessary, request additional documentation regarding the Project. The Grantee is obligated to allow visits from the staff of the Fund or from personnel authorized to do so by the Fund, allow a financial inspection and provide any materials related to the Project upon request.

8.5 The Fund (or person authorized by the Fund) is entitled to carry out an audit of the Grantee during the Implementation Period. The Grantee is obligated to bear such audit and provide the Fund with any accounting and other documents related to the Grant.

8.6 The Grantee is obligated to archive all documents (including financial documents) related to the utilization of the Grant for a period of not less than 6 years from the utilization of the Grant.

8.7 The Fund undertakes to extend to the Grantee necessary co-operative support.

8.8 Both Contractual Parties may disclose information on the Project.

9. CONTRACTUAL SANCTIONS

9.1 The Fund shall be entitled against the Grantee for a contractual penalty in the amount of 20% of the amount of the Grant (the "Contractual Penalty") if:

- a) any data provided by the Grantee turns out to be false or not up-to-date, or
- b) the Grantee fails to deliver to the Fund the Final Report or the Financial Overview according to this Contract in time, or
- c) the Grantee fails to observe the Budget or the Grant or any part of it is used in conflict with the terms stipulated in this Contract, or
- d) the Grantee breaches any of its obligation arising from Article 8 hereof.

9.2 The Contractual Penalty shall be paid by the Grantee within 15 working days from the written notice of the Fund. The Contractual Penalty payment shall not affect the Fund's right to request a damage compensation for any damages caused to the Fund.

9.3 The Fund shall be entitled to withdraw the Contract in case:

- a) any of the contractual obligations are breached by the Grantee, or
- b) any kind of false/incorrect data/information is provided by the Grantee, or
- c) any of the contractual requirements are not met by the Grantee, or
- d) deficiencies are determined that could in a significant way affect the result or approved schedule during the implementation of the Project,
- e) the good reputation of the Fund is damaged by the Grantee.

9.4 The notice of withdrawal shall be delivered in writing, in person or by registered mail to the address of the relevant Contracting Party stated in this Contract. The notice of withdrawal shall be considered received on the date of its delivery. If the delivery of the withdrawal notice is rejected by the relevant Contracting Party, the rejection date shall represent the date

of delivery. In the case of postal deliveries the withdrawal notice shall be considered received on the third day of its postal deposit, irrespective the addressee's knowledge of such deposit.

9.5 If the Contract is terminated upon the withdrawal of the Fund therefrom, the Grantee shall automatically be obligated to return to the Fund the amount of the paid Grant within 15 working days.

9.6 In case the Grantee fails to observe the Budget or the Grant or any part of it is used in conflict with the terms stipulated in this Contract, the Grantee shall be obligated to return the amount of the paid Grant to the Fund within 15 working days at the call of the Fund.

9.7 When the Fund determines deficiencies that could in a significant way affect the result or approved schedule during the implementation of the Project, the Fund reserves the right to suspend the payment of Grant or any part of it for a definite period.

9.8 If the Fund anytime (i.e. also after implementation of the Project) learns about a misuse of any funds granted to the Grantee by the Fund, the Grantee shall be obligated to return the full granted amount to the Fund within 15 working days of the call of the Fund.

10. FINAL PROVISIONS

10.1 This Contract shall be governed by Slovak law. Relevant provisions of the Civil Code of the Slovak Republic and other related regulations of the Slovak Republic shall apply to the relations regulated in this Contract, resulting from it and related to it.

10.2 Any disputes resulting from this Contract which could not be settled by mutual agreement of the Contracting Parties shall be resolved by Slovak courts.

10.3 This Contract shall enter into force on the day of its signing by both Parties. This Contract is concluded for a definite time period until **11/03/2019** (i.e. the implementation period + 50 working days). Stipulations in Section 9.8 hereof shall remain valid and effective for an indefinite time period. Stipulation in Section 8.3 hereof shall remain valid and effective for the entire Implementation period.

10.4 Both Contracting Parties declare that they conclude this Contract of their free will, they have read its content and as evidence of their consent to its wording they voluntarily sign it as correct.

10.5 The Contract is drawn up in two identical counterparts in English. Each Contracting Party shall receive one counterpart of the Contract.

Done in Bratislava, on 4. 1. 2016

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Signature of the Fund's statutory
representative

.....
Signature of the Grantee's statutory
representative

Attachment 2
to the Contract on the Provision of Financial Resources from the V4-
Japan Joint Research Program financed by the International Visegrad Fund

Budget

Total subsidy from the fund amounts to: **EUR 20,600.00**

No.	Item	Amount in EUR
1.	Printing and publishing costs, delivery	6,200
2.	Rent of premises and related technical services	2,000
3.	Fees for experts	0
4.	Accommodation and board	3,500
5.	Transportation costs	2,200
6.	Translation, interpreting costs	0
7.	Office supplies and consumption material	0
9.	PR costs (e.g. advertising, promotion)	1,900
10.	Website design and update	1,710
11.	Other materials connected with the implementation of the Project	0
12.	Overhead costs (max. 15% of the Fund's contribution)	3,090
	Total	20,600

Done in Bratislava, on 4. 1. 2016

.....
Signature of the Fund's statutory
representative

.....
Signature of the Grantee's statutory
representative

Attachment 3
to the Contract on the Provision of Financial Resources from the V4-Japan
Joint Research Program financed by the International Visegrad Fund
Calendar of Events

Implementation period: from **04/01/2016** to **31/12/2018**

Final Report and Financial Overview deadline: until **28/01/2019**

Project name: **Nanophotonics with Metal – Group-IV-Semiconductor Nanocomposites:
From Single Nanoobjects to Functional Ensembles**

	Event	City	Country	From	Until
1.	Annual meeting	Prague	Czech Republic	10/10/2016	11/10/2016
2.	Annual meeting	Warsaw	Poland	18/9/2017	19/9/2017
3.	Final meeting	Budapest	Hungary	22/10/2018	23/10/2018

Done in Bratislava, on 4. 1. 2016

.....
Signature of the Fund's statutory
representative

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Signature of the Grantee's statutory
representative