**SUBGRANT CONTRACT**

**within the project**

***GEAR UP! – (Global citizenship Education Actions to strengthen youth engagement through local support to LAs and CSOs, to accelerate Progress towards sustainable development)***

financed from the European Commission Development Education and Awareness Raising in Europe (DEAR)

concluded between

**České fórum pro rozvojovou spolupráci (FoRS), z.s.**

Reg. No.: 71010114

with its registered seat at Vladislavova 1460/12, 110 00 Praha 1
registered in the associations register kept with Municipal Court in Prague, file No. L 66407
represented by Pavel Přibyl, Director

(hereinafter ‘**FoRS**’), on one part,

and

Dětský domov a Školní jídelna, Praha 9-Klánovice, Smržovská 77

Reg. No.: 600027660

with its registered seat at Smržovská 77, 190 14 Praha 9-Klánovice

registered in the associations register kept with Ministry of Education, Youth and Sports

file No. -

represented by Dana Kuchtová, Director

Bank account No.: 19-4036560227/0100

(hereinafter ‘**beneficiary’**), on the other part,

(collectively referred to as ‘**the parties’**),

# INTRODUCTORY PROVISIONS, PURPOSE OF THE CONTRACT

Based on a Partnership Agreement with lead applicant, FoRS is a consortium partner responsible for regional implementation of the project NDICI CHALLENGE/2022/173998-5/5 “GEAR UP! - *Global citizenship Education Actions to stRenghten yoUth engagement through local support to LAs and CSOs, to accelerate Progress towards sustainable development*” (hereafter referred to as “**the Project**”)which has been awarded a grant by the European Commission.

In accordance with the conditions of the Project, FoRS is entitled, in order to support the achievement of the objectives of the Project, to award financial support (subgrant) to third parties eligible for receipt thereof pursuant to special conditions of the Project.

The beneficiary has received a favourable resolution by the FoRS evaluators a therefore is eligible to receive a subgrant in accordance with the terms and conditions set out in this contract and its annexes which form an integral part of this contract.

The aim of this contract is to define the framework of rights and obligations of the parties in connection with the provision of subgrant to beneficiary for the purpose of implementation of the beneficiary’s project as defined below in this contract and to ensure the parties’ compliance with terms and conditions of the Project.

**ARTICLE 1: SUBJECT MATTER OF THE CONTRACT**

1.1 FoRS undertakes to award beneficiary with a subgrant to finance the implementation of the action titled “Každý může přispět ke spravedlivějšímu světu” (hereinafter referred to as ‘**Action’**) described in detail in Annex I. of this contract.

* 1. The beneficiary shall be awarded the subgrant in accordance with the terms and conditions set out in this contract and its annexes which the beneficiary hereby declares it has fully acknowledged and accepted.

1.3 The beneficiary accepts the subgrant and undertakes to use it exclusively for the purposes stipulated in this contract in the course of responsible implementation of the Action.

# ARTICLE 2: IMPLEMENTATION OF THE ACTION

2.1 This contract shall enter into force on the date of its signature by the last of the parties.

2.2 The Beneficiary is obliged to commence with the implementation of the Action at the latest on 01.04.2025.

2.3 The implementation period of the Action, as laid down in Annex II., is 12 months.

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# ARTICLE 3: GENERAL OBLIGATIONS OF THE BENEFICIARY

3.1. Within the course of implementation of the Action and during the performance of this contract, the beneficiary undertakes to:

1. Duly and timely implement the project activities as outlined in the project proposal (Annex I.);
2. Contribute to the results and objectives of the project in accordance with the approved project proposal;
3. Participate on GearUP! Inception seminar in Prague on the 20th March 2025;
4. Cooperate with FoRS in accordance with its requests and instructions on measuring impact of the implemented project by using Cognito forms with project´s target groups;
5. Participate in regular online meetings with the FoRS’s project manager and capacity building and networking sessions organized under the broader Project;
6. Submit financial and narrative reports to FoRS in accordance with the deadlines set out in Annex III. of this contract, using online Cognito system forms provided by FoRS and including monitoring data and proof of fulfilling visibility requirements set out in this contract;
7. raise the necessary co-financing for implementing the project as specified in the project proposal and the budget (Annex II.) and provide proof that the co-financing is not coming from other EU sources.

3.2. Upon request of FoRS, the beneficiary shall without undue delay provide FoRS with requested information, data and cooperation necessary to review the performance of obligations of the beneficiary set out in this contract.

3.3. The beneficiary hereby states and guarantees to FoRS that the beneficiary, none of its members or persons or entities within its organisational structure is subject to any EU Restrictive measures and guarantees that no funds provided in connection with this contract will be provided to such persons or entities. The beneficiary is obliged to immediately inform FoRS about any circumstances or events which may be contrary to this guarantee.

3.4 The beneficiary shall take all necessary measures to prevent or end any situation which may result in conflict of interest on part of the beneficiary in connection with performance of this contract and carrying out the Action as a result of economic interest, political or national affinity, family or emotional ties or any other relevant connection or shared interest. Any conflict of interest which may arise during performance of this contract must be notified in writing to FoRS without delay. FoRS reserves the right to verify the measures taken are appropriate and may require additional measures to be taken if necessary.

# ARTICLE 4: GENERAL OBLIGATIONS OF FoRS

4.1. FoRS undertakes to:

1. Supervise and invigilate the implementation of the beneficiary’s Action and coordinate the overall grant in accordance with the commitments to and requirements of the grant contracting authority (European Commission);
2. Provide the subgrant beneficiary with guidance and support on fulfilling their obligations set out in this contract, including provision of forms and templates that comply with the grant contracting authority’s requirements;
3. Provide the beneficiary with the funds in accordance with timeline and conditions specified in this agreement;
4. Represent the beneficiary in all dealings with the European Commission, including submission of reports on the beneficiary’s project, in compliance with the European Commission reporting requirements.

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# ARTICLE 5 - FINANCING THE ACTIONAND SUBGRANT PROVISION CONDITIONS

5.1. The subgrant is provided by FoRS for the exclusive purpose of covering beneficiary’s eligible costs incurred in connection with implementation of the Action as defined in Annex II. All eligible costs must fit within the direct costs criteria pursuant to Annex IV.

5.2. The total eligible direct costs of the Action are estimated at 9 807 EUR as set out in Annex II. FoRS will provide 90 % of the total eligible direct costs of the Action.

5.3 The maximum amount of financial contribution provided to the beneficiary in the form of subgrant shall not exceed:

1. **8 826 EUR** and at the same time
2. **90 % of the total budgeted project costs** of the Action stipulated in paragraph 5.2 of this contract

For the avoidance of doubt the parties stipulate that subgrant may not exceed either of the limits set forth in letters a. or b. of this paragraph.

5.4 Subgrant shall be provided to the beneficiary in the following instalments:

* 1. initial pre-financing payment of 90 % of the maximum amount specified in paragraph 5.3. of this contract, payable within 30 days after the date of start of implementation of the Action (specified in Article 2.2.); and
	2. remaining balance of the total amount of the subgrant specified in paragraph 5.3. of this contract payable within 30 days after the receipt of the payment request by FoRS, provided that an approval of the narrative and financial and other obligatory reports regarding the Action is issued by the European Commission or respective authority and delivered to FoRS.

The parties acknowledge that the aforementioned condition for payment of remaining balance of the subgrant, with respect to the applicable terms and conditions of the Project, is expected to be met in 2027 at the earliest.

5.5. The beneficiary must provide at least 10 % co-funding for the eligible costs of the Action representing 981 EUR. The beneficiary is obliged to provide proof of the source of such co-funding to FoRS. The beneficiary acknowledges that the source of co-funding for the Action must not be other European Commission funds or European Economic Area and Norway Grants. In-kind contributions, such as volunteer or pro-bono venue provision, as well as other EU funds are not eligible as means of co-funding and no in-kind or voluntary work shall be counted in the 10 % co-financing of the beneficiary.

5.6 FoRS reserves the right to withhold or deny any payment pursuant to this contract in case any obligatory report is not submitted in time, does not meet the criteria set forth in the Project terms and conditions or in case respective approval is not issued by the European Commission or other relevant authority or in the event that such payment would be contrary to the terms and conditions of the Project.

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# ARTICLE 6 - LIABILITY

6.1 FoRS cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the beneficiary while the Action is being carried out or as a consequence of the Action. The contracting authority cannot, therefore, accept any claim for compensation or increases in payment in connection with such damage or injury.

6.2 The beneficiary shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the Action is being carried out or as a consequence of the Action. The beneficiary shall discharge FoRS of all liability arising from any claim or action brought as a result of an infringement of applicable rules or regulations by the beneficiary or the beneficiary’s employees or individuals for whom those employees are responsible, or as a result of violation of a third party’s rights.

# ARTICLE 7 – VISIBILITY

7.1 The beneficiary undertakes to follow the GEAR UP! Third Parties Communication Guidelines (see Annex V.).

7.2 The beneficiary is obliged to take all necessary steps to publicise the fact that the European Union has financed or co-financed the Action. As far as possible, actions or activities that are wholly or partially funded by the European Union must incorporate information and communication activities designed to raise the awareness of specific or general audiences of the reasons for such actions or activities and the EU support for the Action in the country or region concerned, as well as the results and the impact of this support.

 The beneficiary must comply with the objectives and priorities and guarantee the visibility of the EU financing (see the Communication and Visibility Manual for EU external actions specified and published by the European Commission at <http://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en>).

7.3 The beneficiary shall mention the European Union's financial contribution in information given to the final recipients of the Action activities, in its internal and annual reports, and in any dealings with the media. Any notice or publication of the Action, including those given at conferences or seminars, shall specify that the Action has received European Union funding, especially:

a) Any publication, in whatever form and by whatever medium, including the internet, shall include the following statements:

*“Projekt/publikace/aktivita je podpořena z projektu GEAR UP! (Global citizenship Education Actions to strengthen youth engagement through local support to LAs and CSOs, to accelerate Progress towards sustainable development), financovaného EU, jehož relizátorem v ČR je České fórum pro rozvojovou spolupráci (FoRS).*

b) Any project activity shall also display:

i) the European Union logo for all Project activities wherever appropriate (<https://european-union.europa.eu/principles-countries-history/symbols/european-flag_en#download>);

ii) the logo composed of GearUP! logo and the FoRS logo (Annex VI.);

c) Any publication, in whatever form and by whatever medium, including the internet, shall include the following statement:

*“Tento projekt/publikace/xxx je spolufinancován Evropskou unií. Za obsah tohoto textu nese výhradní odpovědnost [název vaší organizace] a nemusí nutně odrážet názory Evropské unie.”*

# ARTICLE 8 – OWNERSHIP/ USE OF RESULTS

8.1 Unless otherwise stipulated, ownership of, and title and intellectual and industrial property rights to, the Action's results, reports and other documents relating to it will be vested in the beneficiary.

8.2 The beneficiary grants FoRS the right to use freely and as it sees fit, and in particular, to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium all documents deriving from the Action irrespective of their form, provided it does not thereby breach existing industrial and intellectual property rights.

8.3 The beneficiary shall ensure that it has all rights to use any pre-existing intellectual property rights necessary to implement this contract and carry out the Action.

8.4 In case natural, recognizable persons are depicted in a photograph or film, the beneficiary shall, in the final report to FoRS or upon request of FoRS, submit a statement of these persons giving their permissions for the described use of their images or provide other relevant documentation proving that the subsequent use of such media by FoRS or Project administering bodies is fully in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“**GDPR**”) and national laws providing for protection of personal data and privacy rights. The aforementioned obligation does not apply to photographs taken or films shot in public places where random members of the public are identifiable only hypothetically and to public persons acting in their public activities.

# ARTICLE 9 – AMENDMENT OF THE CONTRACT

9.1 Any amendment to this contract, including the annexes thereto, shall be made in writing. This contract can be modified only during its effective period.

9.2 The amendment may not have the purpose or the effect of making changes to this contract that would call into question the subgrant award decision or be contrary to the equal treatment of applicants within the Project. The maximum subgrant amount referred to in Article 5 of this contract shall not be increased.

9.3 If an amendment is requested, the beneficiary shall submit a duly justified request to FoRS at least thirty days before the date on which the amendment should enter into force, unless there are special circumstances duly substantiated and accepted by FoRS.

# ARTICLE 10 – EXTENSION AND SUSPENSION

**Extension**

10.1 The beneficiary is obliged to inform FoRS without undue delay of any circumstances likely to hamper or delay the implementation of the Action. The beneficiary may request an extension of the Action's implementation period as laid down in Article 2 in accordance with Article 9. The request shall be accompanied by all the supporting evidence needed for its appraisal by FoRS.

**Suspension by the beneficiary**

10.2 The beneficiary may suspend implementation of the Action, or any part thereof, if exceptional circumstances, notably of force majeure, make such implementation excessively difficult or dangerous. The beneficiary shall inform FoRS without delay, stating the nature, probable duration and foreseeable effects of the suspension.

10.3 The beneficiary or FoRS may then terminate this contract. If the decision to terminate this contract is not made, the beneficiary undertakes to minimise the time of suspension of the Action and any possible damage and shall resume implementation once circumstances allow, informing FoRS accordingly.

**Suspension by FoRS**

10.4 FoRS may request the beneficiary to suspend implementation of the Action, or any part thereof, if exceptional circumstances, notably of force majeure, make such implementation excessively difficult or dangerous. To this purpose, FoRS shall inform the beneficiary stating the nature and probable duration of the suspension.

10.5 The beneficiary or FoRS may then terminate this contract. If the decision to terminate this contract is not made, the beneficiary shall endeavour to minimise the time of suspension of the Action and any possible damage and shall resume implementation once circumstances allow and after having obtained the approval of FoRS.

10.6 FoRS may also suspend this contract or the participation of the beneficiary in the Project if FoRS has evidence that, or if, for objective and well justified reasons, FoRS deems necessary to verify whether presumably:

* 1. the subgrant award procedure or the implementation of the Action have been subject to breach of obligations, irregularities or fraud;
	2. the beneficiary has breached any substantial obligation under this contract.

10.7 The beneficiary shall provide any requested information, clarification or document within 30 days of receipt of the requests sent by FoRS. If, notwithstanding the information, clarification or document provided by the beneficiary, the award procedure or the implementation of the subgrant prove to have been subject to breach of obligations, irregularities, fraud, or breach of obligations, then FoRS may terminate this contract.

**Force majeure**

10.8 The term force majeure, as used herein covers any unforeseeable events, not within the control of either party to this contract and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosion. A decision of the European Union to suspend the cooperation with the partner country is considered to be a case of force majeure when it implies suspending funding under this contract.

10.9 The beneficiary shall not be held in breach of its contractual obligations if it is prevented from fulfilling them by circumstances of force majeure.

**Extension of the implementation period following a suspension**

10.10 In case of suspension, the implementation period of the Action shall be extended by a period equivalent to the length of suspension, without prejudice to any amendment to the contract that may be necessary to adapt the Action to the new implementing conditions.

# ARTICLE 11 – TERMINATION OF THE CONTRACT

**Termination in case of force majeure**

11.1 In the cases foreseen in Article 10.2 and 10.4, if the beneficiary or FoRS believes that this contract can no longer be executed effectively or appropriately, it shall duly consult the other. Failing agreement on a solution, the beneficiary or FoRS may terminate this contract by serving two months written notice, without being required to pay indemnity.

**Termination by the contracting authority**

11.2 Without prejudice to Article 11.1, in the following circumstances FoRS may, after having duly consulted the beneficiary, terminate this contract or the participation of the beneficiary within the Project without any indemnity on its part when:

* 1. the beneficiary fails, without justification, to fulfil any substantial obligation incumbent on them individually or collectively by this contract and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 30 days of receipt of the letter;
	2. the beneficiary or any person that assumes unlimited liability for the debts of the beneficiary is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under any national law or regulations relevant to the beneficiary;
	3. the beneficiary, or any related entity or person, have been found guilty of grave professional misconduct proven by any means which the contracting authority can justify;
	4. it has been established by a final judgment or a final administrative decision or by proof in possession of the contracting authority that the beneficiary has been guilty of fraud, corruption, involvement in a criminal organisation, money laundering or terrorist financing, terrorist related offences, child labour or other forms of trafficking in human beings or circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose;
	5. a change to a beneficiary’s legal, financial, technical, organisational or ownership situation or the termination of the participation of a beneficiary substantially affects the implementation of this contract or calls into question the decision awarding the subgrant;
	6. the beneficiary or any related person, are guilty of misrepresentation in supplying the information required in the award procedure or in the implementation of the action or fail to supply – or fail to supply within the deadlines set under this contract - any information related to the Action required by FoRS or Project administering bodies;
	7. the beneficiary has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;
	8. the contracting authority has evidence that the beneficiary, or any related entity or person, has committed breach of obligations, irregularities or fraud in the award procedure or in the implementation of the Action;
	9. the beneficiary is subject to an administrative penalty;
	10. FoRS has evidence that the beneficiary is subject to a conflict of interests;
	11. FoRS or the European Commission has evidence that a beneficiary(ies) has committed systemic or recurrent errors or irregularities, fraud, or serious breach of obligations under other grants financed by the European Union and awarded to that specific beneficiary under similar conditions, provided that those errors, irregularities, fraud or serious breach of obligations have a material impact on the subgrant awarded in accordance with this contract.

The cases of termination under points (b), (c), (d), (h), (j) and (k) may refer also to persons who are members of the administrative, management or supervisory body of the beneficiary and/or to persons having powers of representation, decision or control with regard to the beneficiary.

11.3 In the cases referred to in points (c), (f), (h) and (k) above, any related person means any physical person with powers of representation, decision-making or control in relation to the beneficiary. Any related entity means, in particular, any entity which meets the criteria laid down by Article 1 of the Seventh Council Directive No 83/349/EEC of 13 June 1983.

**Effects of termination**

11.4 Upon termination of this contract the beneficiary shall take all immediate steps to bring the Action to a close in a prompt and orderly manner and to reduce further expenditure to a minimum.

The beneficiary shall be entitled to payment only for the part of the Action carried out, excluding costs relating to current commitments that are due to be executed after termination.

To this purpose, the beneficiary shall introduce a payment request to FoRS starting from the date of termination.

In the event of termination, FoRS may agree to reimburse the unavoidable residual expenditures incurred during the notice period.

# ARTICLE 12 – CODE OF CONDUCT

12.1 Within the course of performance of this contract, the beneficiary including its staff and members must respect human rights as well as applicable environmental legislation and core labour standards and prevent any cases of physical abuse or punishment or threats thereof, sexual abuse or exploitation, harassment and verbal abuse as well as other forms of intimidation. The beneficiary shall inform FoRS of any breach of this provision or ethical standards applicable to the beneficiary. In case the beneficiary is aware of any violations (including any allegation) of this provision as well as any other violation of human rights (including any allegation), it shall report in writing within 30 days to FoRS.

12.2 The performance of this contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not perceived by this contract or not stemming from a properly concluded contract referring to this contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

12.3 **Anti-corruption and anti-bribery**: The beneficiary shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. For the purposes of this provision, ‘corrupt practices’ are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with FoRS.

12.4 **Breach of obligations, irregularities or fraud**: FoRS reserves the right to suspend or cancel the procedure of awarding the subgrant, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the conclusion of the contract, FoRS may withdraw from the contract.

12.5 The respect of the code of conduct set out in the present Article constitutes a contractual obligation. Failure to comply with the code of conduct is always deemed to be a breach of this contract and a ground for termination thereof.

# ARTICLE 13 – APPLICABLE LAW AND DISPUTE SETTLEMENT

13.1 This contract and rights and obligations of the parties stemming therefrom or otherwise connected thereto shall be governed by the law of the Czech Republic.

13.2 The parties to this contract shall do everything possible to settle amicably any dispute arising between them during the implementation of this contract. To that end, they shall communicate their positions and any solution that they consider possible in writing and meet each other at either's request. The beneficiary and FoRS shall reply to a request sent for an amicable settlement within 30 days. Once this period has expired, or if the attempt to reach amicable settlement has not produced an agreement within 120 days of the first request, the beneficiary or FoRS may notify the other part that it considers the procedure to have failed.

13.3 Any disputes arising out of this contract or in connection therewith shall be entertained and settled by the competent courts of the Czech Republic.

# Annexes which form an integral part of this contract:

* 1. Application form (narrative part): as submitted by the subgrant beneficiary and approved by the subgrant selection committee.
	2. Budget
	3. Reporting guidelines
	4. Eligible costs
	5. Communication guidelines
	6. Logos

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| --- | --- |
| **On behalf of the beneficiary:** | **On behalf of FoRS:** |
| Name: Dana Kuchtová |  | Name: Pavel Přibyl |  |
| Role: Director |  | Role: Director |  |
| Signature: |  | Signature: |  |
| Date: 11. 04. 2025 |  | Date: |  |