

AGREEMENT

No USTR01/2025/0080

No ENRS 86/2025

concerning the transfer of financial contribution of the Czech Republic for the operation of the European Network Remembrance and Solidarity

concluded between:

the **Institute for the Study of Totalitarian Regimes** seated at Na Poříčí 1047/26, 110 00 Praha 1 (Czech Republic) represented by doc. PhDr. **Ladislav Kudrna**, Director of the Institute for the Study of Totalitarian Regimes, hereinafter referred to as the **USTR**

and

the **Institute of the European Network Remembrance and Solidarity with its registered office in Warsaw**, address: ul. Zielna 37, 00-108 Warsaw (Poland), holder of the Polish National Business Registry REGON number 360483100 and the taxpayer's NIP number VAT UE PL7010456260 represented by **Rafał Rogulski**, Director of the Institute of the European Network Remembrance and Solidarity, hereinafter referred to as the **IENRS**,

PREAMBLE

Whereas:

- A. the provisions of the Declaration to establish the European Network Remembrance and Solidarity (**ENRS**) signed on 2 February 2005 by the representatives of the Federal Republic of Germany, the Republic of Poland, the Slovak Republic and the Republic of Hungary, providing for the establishment of the ENRS secretariat (**Secretariat**) in Warsaw, together with the annexes signed 1) on 28 May 2014 by the representatives of the Federal Republic of Germany, the Republic of Poland, the Slovak Republic, the Republic of Hungary, and Romania, and 2) on 19 May 2025 signed by the representatives of the Federal Republic of Germany, the Republic of Hungary, the Republic of Poland, the Slovak Republic, Romania and the Czech Republic,
- B. the fact that the Institute of the European Network Remembrance and Solidarity (**IENRS**) creates together with the Foundation European Network 'Remembrance and Solidarity' (**FENRS**) institutional framework for the ENRS Secretariat established under the Declaration referred to in letter A,
- C. the fact that the Institute for the Study of Totalitarian Regimes (**USTR**) was appointed as the institution representing the Czech government in the ENRS in a letter of intent of 14 November 2024.

The parties hereby enter into an agreement (hereinafter referred to as the **Agreement**) with the following content:

Article 1

1. The object of this Agreement shall be the transfer by the USTR, the Czech financial contribution (hereinafter referred to as the **Contribution**) for the purpose of the ENRS's operation to the IENRS.
2. From the contribution IENRS shall allocate all necessary operational costs for a given year, including the costs associated with maintaining the Secretariat (inclusive of the IENRS team) and program activities as outlined in the annual Action Plan drafted by the Secretariat and approved by the members of the ENRS Steering Committee.
3. The annual amount of the Contribution shall be no less than 50,000 EUR (fifty thousand euros).
4. The eligibility period of the expenses under the annual Contribution shall cover the period from 12 months from the date of transfer of the contribution to the IENRS account.

Article 2

1. The USTR undertakes to transfer the annual Contribution by no later than 1 June 2025, and by no later than 1 April in each subsequent year.
2. The contribution will be transferred to the IENRS's account to the bank BGK Bank Gospodarstwa Krajowego to the account number PL26 1130 1017 0020 1465 6820 0002, SWIFT number GOSKPLPW, IBAN number PL26 1130 1017 0020 1465 6820 0002.
3. A change in the bank account details, is permissible upon the request of the IENRS and with written approval from USTR. Such a request must be submitted at least one month prior to the deadline for the transfer of the annual Contribution as specified in Art. 2 item 1.

Article 3

1. The IENRS hereby declare that have the necessary knowledge, experience and capacity to perform activities specified in the annual Action Plan referred to in Article 1 item 2.
2. The IENRS shall expend the Contribution transferred by the USTR efficiently and economically in accordance with the Polish law.

Article 4

All information and promotional materials produced in connection to projects co-financed with funds coming from the Contribution shall bear the logo of the USTR or the following information: "ENRS is funded by [names or logo of all ministries of the ENRS member countries including the Government Office of the Czech Republic"]].

Article 5

1. The IENRS shall provide the USTR with a report on the expenditure of the funds by 31 October 2026 with respect to the 2025 contribution, and by 30 August of each subsequent year with respect to the contributions for the preceding year.
2. The report referred to in Item 1 shall include: (i) a descriptive section containing information on the activities carried out and co-financed through the Contribution, and (ii) a financial summary presenting the expenditure of the Czech Contribution allocated to individual ENRS projects or operational activities.
3. The financial summary section of the report shall be made following the template annexed hereto.
4. For the purposes of the financial section of the report the average currency exchange rate of the National Bank of Poland shall be applied, of the day of the reception of the Contribution by the IENRS.
5. The report referred to in item 1 shall be produced in English.

Article 6

1. The Agreement is concluded for an indefinite period.
2. The Parties shall have the right to terminate the Agreement effective at the end of the calendar year with 6 months' notice.
3. This Agreement could be terminated without the notice period, if one of the Party is unable to perform or perform inadequately with its contractual obligations. Failure to comply with their contractual obligations of one of the Party shall be proved with written notification and shall be sent to the non-complying Party within maximum 15 working days from the date of its finding, notifications referred to that failure and its duration. By notifications shall be requested to justify the failure of its obligations and to remedy the deficiency or breach of the Agreement within set appropriate period (not less than 14 days from the date of receipt of the notification). The termination may be affected after the ineffective expiration of the set deadline.
4. Should circumstances arise which render the performance hereof impossible and for which neither the USTR nor the IENRS is to be held responsible, the Agreement may be terminated – as a whole, or in part, or also by only given parties. e.g. USTR and IENRS.
5. Should the Agreement be terminated as prescribed in item 3 or 4 (unless the termination is caused by improper performance of its contractual obligations by USTR), the Contribution may be returned to the USTR up to its unused amount, within maximum 30 days from the date of its termination. In any case the claim for reimbursement of Contribution may include only that part of the Contribution that was used in violation of the Agreement or its unused part.
6. In circumstances which may disturb or delay the performance hereof, the Parties shall undertake to notify each other without delay.
7. The termination of this Agreement shall not affect any obligations already due between the Parties.

Article 7

Any amendments and additions hereto and termination of this Agreement shall be in writing under pain of invalidity.

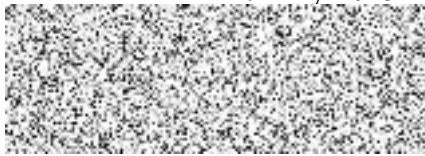
Article 8

1. This Agreement shall be subject to Polish law, as well as any disputes or requests resulting in connection with this Agreement or with its termination (including disputes or non-contractual liability requests) shall be subject to Polish law.
2. Any disputes arising from the conclusion or performance hereof shall be resolved amicably and should the efforts to that end be unsuccessful, they shall be resolved by a common court with jurisdiction appropriate for the seat of the IENRS.
3. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be struck from the Agreement, and the remaining provisions shall remain in full force and effect. The parties agree to attempt to replace any invalid or unenforceable provision with a valid and enforceable provision that achieves, as closely as possible, the original intent and economic effect of the invalid or unenforceable provision.

Article 9

This Agreement has been made in three identical copies in English, all texts being equally authentic, one for each Party.

In Warsaw on 27 May 2025



Rafał Rogulski
*Director of the Institute of the
European Network Remembrance and
Solidarity*

In Prague on.....

.....

*doc. PhDr. Ladislav Kudrna, Ph.D.
Director of the Institute
for the Study of Totalitarian Regimes*