



Bayer Volunteer Program: "Role Models 2017"

Funding Agreement

Name of volunteer: Tomáš Tobiška

Host organization: The Jedlicka Institute and Schools (JÚŠ)- Jedlickuv ústav a školy

Project title: Safety and electric lifter Maxi Twin Compact for handicap person/ children with excellent maneuverability and higher safety

Amount of funding: 2500 Euro

Application number: E-2017-0133

§1 - General terms

The funds from the Bayer Cares Foundation (hereinafter, the "Foundation") may only be used to implement the volunteer's project as defined within the application form that has been provided by the volunteer and reviewed by the program jury. The final grant recipient is the volunteer or, in case of a group, the volunteer designated in the application as having the main responsibility (main leader). All payments from the Foundation will be wired through the host organization, who guarantees that all funds provided will be made available to the volunteer project without commissions, deductions or delay. The awarding of any fund is subject to written acceptance of this agreement by the grant recipient **and** the host organization. There will be no commitment made unless this agreement has been accepted and signed by all parties, and returned to the Foundation.

§2 - Description, cost and timeline of the project

The volunteer's project description (including budget and timeline), as outlined in the application, is the legal basis of this agreement. Specifications given in these application documents are binding. The Foundation shall be promptly informed of any deviation from these specifications. In particular, volunteer and host organization both have the obligation to notify the Foundation without any delay in the event that:

1. a change occur in the total costs or the budget;
2. a change occur in the timeline;
3. the project description, the project objective, or other material circumstances change; or
4. any other indications arise that the defined project objective cannot be achieved.

§3 - Amount and disbursement of funds

The Foundation will make available for the aforementioned purposes a total amount of

2500 Euro



Disbursement will be made to the following special-purpose account held by the responsible host organization (please complete):

Account holder:

IBAN or Account Number:

BIC (Bank Identifier Code):

Bank routing number:

Bank's name and head office:

The host organization agrees to forward all funds that will be deposited under this agreement into the aforementioned account to the volunteer's project without any deductions, commissions or delays.

The volunteer agrees to use these funds only for the purpose of achieving the project objectives defined in the application. In particular, the volunteer guarantees that funds will be used only for the costs of project-related materials under the project description as outlined in the application.

§4 - Revocation

The Foundation may revoke all funds provided, if there is justification to assume that the defined project objective cannot be achieved with the approved funds. The Foundation may also revoke the commitment on the grounds of misconduct by the grant recipient or the responsible host organization (for example, due to violations of law or conduct that is injurious to the program or the company).

§5- Fulfillment report. decrease in funding

Following the project's completion, volunteer and host organization must submit a written fulfillment report and statement of application of funds to the Foundation to determine the actual project costs. The fulfillment report is due the latest one calendar year (12 months) after the signature date of this agreement. Any excess that might accrue shall be offset against, and shall decrease, the funds.

§6-Purchased items

Items that are acquired or produced for purposes of achieving the defined project objective shall be used only for the purposes of the project and treated with care. Prior to the expiration of three years following the awarding of the funds, volunteer and host organization shall not use those items for any other purposes without the Foundation's consent. The volunteer shall promptly notify the Foundation if the items are no longer being used in keeping with the defined project objective within the three years following their manufacture or procurement.

§7- Repayment

Volunteer and host organization both agree to repay all funds within one month if, as soon as, or to the extent that:

1. the financing requirements should materially change compared to the stipulated financing plan and the Foundation does not consent to such change;
2. the funds were obtained through incorrect or incomplete representations;
3. the funds are not or are no longer being used for the intended purpose;
4. conditions are not being met at all or within a stipulated time period;
5. the funds are not being exhausted; or
6. the agreement is being revoked due to a failure to achieve the defined project objective or to gross misconduct by the grant recipient



§8 - Exclusion of liability

The grant recipient is participating in the Bayer Volunteer Program at its own risk. The Foundation shall not be liable for risks that indirectly or directly result from such participation in the program.

§9 - Public relations / advertising / press relations

The initial communication on the project shall be closely coordinated by the Bayer Communications team in the country of the grant recipient. The volunteer or the responsible host organization will inform the Bayer Communications team in their home country in advance on any further media relations activities related to the supported project the grant recipient or the responsible organization may plan. At the Foundation's request, stickers, signs and the like may be affixed to suitable sponsored items.

§10 - Miscellaneous provisions

The parties of this agreement will discuss in detail and determine, by mutual consent and in good faith, all issues arising in connection with the performance of this agreement. If they fail to reach an amicable agreement, the contracting parties agree that the courts of Leverkusen, Germany, will have jurisdiction over the respective matter.

This agreement is being executed in the English language only.

Any and all changes or amendments to the agreement must be made in a signed writing to be valid.

The hereinabove agreement and exclusion of liability are being accepted:

BAYER CARES FOUNDATION

VOLUNTEER

HOST ORGANIZATION

Thimo V. Schmitt-Lord
 Executive Director

Place, Date:

DRAGUE

Leverkusen, Date:
 2017-12-20

14 05 2018

Place, Date: 30-04-2018

Signature:

Signature(s):

Signature(s):