

Contract on the Provision of Financial Resources from the International Visegrad Fund

No. 310xxxxx

1. International Visegrad Fund

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

Represented by: **Petr Vágner**, Executive Director

(hereinafter only the "**Fund**")

and

2. Grantee

Name of the organization in English:
Address:
Identification No. of the Organization:
Bank name:
Bank seat:
Bank account No.:
IBAN:
SWIFT/BIC:
Registered VAT Payer:

Represented by:

(hereinafter only "**Grantee**")

The Fund and the Grantee jointly hereinafter only "**Contracting Parties**".

have concluded this

Contract on the Provision of Financial Resources from the International Visegrad Fund

hereinafter only "**Contract**".

Article 1

The subject of the Contract is the definition of conditions for the implementation of the project financed from the financial resources of the Fund.

Article 2

The objective and the mode of project implementation are identified in the Application Form, which is Attachment 1 hereto.

The Grantee specified the following partners:

Partner No. 1.

Name of the organisation:	
Name of the organization in English:	
Address:	Country:
Statutory representative:	
BIN (business identification or registration statistical number):	Registered VAT payer:

Partner No. 2.

Name of the organisation:	
Name of the organization in English:	
Address:	Country:
Statutory representative:	
BIN (business identification or registration statistical number):	Registered VAT payer:

Partner No. 3.

Name of the organisation:	
Name of the organization in English:	
Address:	Country:
Statutory representative:	
BIN (business identification or registration statistical number):	Registered VAT payer:

hereinafter only "**Partners**"

Article 3

The subject of the project named "**XXXXX**", serial No. of the project **310xxxxx** (hereinafter only "Project"), shall be supported from the financial resources of the International Visegrad Fund to the total amount of up to **EUR XXXXX**.

Article 4

Both Contracting Parties have agreed that the Project shall last from **MM/YYYY** to **MM/YYYY**.

Article 5

The Fund provides these resources to the Grantee in the form of a grant.

Article 6

The amount of provided financial resources of the Fund and the schedule of their availability are in Attachment 2, which is an inseparable part of this Contract.

The Fund shall make the resources available to the Grantee according to the schedule in Attachment 2, as reimbursement of receipts, payment confirmation and other financial documents (processed as Financial Settlement with short English translations thereof) submitted to the Fund. Limit on cash operations for the complete grant shall not exceed 50% of the granted amount.

If all submitted financial documents and financial settlements are correct and in accordance with all requirements of this Contract, reimbursement will be carried out without unnecessary delay, usually 30 working days after the financial settlement and originals or notarized copies of receipts reach the Secretariat of the Fund in Bratislava, exempting the last payment transaction, which will be transferred to the Grantee under the condition of fulfillment of the Art. 7, part j), namely following receipt of an acceptable Final Report.

Article 7

The Grantee undertakes to:

- a) use the resources provided according to Attachment 2 in an efficient and cost-effective way,
- b) organize works in the implementation of the Project in such a way that the goals of the project are achieved in the planned form and time,
- c) have co-organizing partners from all other Visegrad countries,
- d) guarantee, that the co-organizing Partners will actively participate in the project implementation. The co-organizing Partners shall contribute to the Project budget,
- e) report in writing to the Fund every 6 months about the implementation of the Project,
- f) inform on the progress of Project works and withdrawal of resources upon Fund's request,
- g) spend the provided resources only till the end of the agreed period of the Project implementation (see Art. 4 of this Contract),
- h) return the unspent or misused resources unconditionally to the Fund not later than 15 days after the end of the agreed period of the Project implementation (see Art. 4 of this Contract),
- i) inform the Secretariat of the Fund about planned events during implementation of the Project 14 days in advance,
- j) present the Fund the Final Report on the results and benefits of the Project not later than 30th day after the end of the contracted period (see Art. 17 of this Contract), which shall include:
 - o final financial settlement,
 - o substantive project assessment by the Grantee,
 - o necessary project documentation proving acknowledgment of the Fund support to the project (in compliance with the Article 11 of this Contract).

Article 8

The Grantee cannot use the financial resources provided by the Fund for payment of:

- capital investments,
- own indirect costs (electricity bill, gas bill, water bill, telephone bill, daily allowance, etc.),
- internal costs and invoices (rent of one's own premises, one's own accommodation and board, one's own work—e.g. coordination of the project, organizational work, etc.)
- subcontracted costs
- salaries, financial remuneration to employees or assistant labor resulting in labor relations (employment ruled by the Labor Code) full time or part time, travel per diems.

Article 9

The Grantee shall state in the financial settlement:

- date and number of the financial document (e.g. invoices, cash receipts, traveling expense statements, etc.),
- the subject of the financial transaction,
- the supplier and the recipient,
- date of payment (attach a copy of bank statement from the account or petty cash voucher for cash transactions),
- list of participants (if applicable),
- other relevant information.

The Grantee is obliged to deliver all original financial documents (or notarized copies thereof) and their copies (except for bank statements). All original documents will be returned to the Grantee marked with a special stamp of the Fund. The Financial Settlement shall be prepared using the mandatory forms and instructions available on the website of the Fund.

Article 10

The Grantee may ask for a potential change in the use of resources in writing. The Grantee must do so at least 30 days before the envisaged change of purpose of the subsidy. The Executive Director shall review the application and, in the event that it complies with the internal guidelines of the Fund, he/she shall transfer it for approval to the Council of Ambassadors. The Council of Ambassadors shall decide on the application in a summary written procedure.

Article 11

The Grantee shall acknowledge the Fund in all public releases from the Project. The Grantee shall spread and support the spirit of Visegrad cooperation and the good reputation of the Fund during the implementation process.

The Grantee is obliged to acknowledge the Fund's support and display the Fund's logo in all information and PR materials related to the Project and its implementation (i.e. in event programs, invitations, press releases, publications, at event premises, etc.). The format and dimension of the Fund's logo must be in proportion to the support provided to the Grantee. The Grantee and Partners are also obliged to acknowledge the Fund's support on-line where the Fund's name and/or logo must be directly linked to the Fund's website (<http://www.visegradfund.org/>). For this purpose, the Fund will provide the Grantee with its logo and other necessary available materials.

Failure to fulfill these contractual conditions could result in application of Article 13 of this Contract. The Grantee is obliged to inform the Partners about their duties resulting from this Article and is responsible for fulfillment of these duties by the Partners.

Article 12

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

Article 13

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 resources for a definite period or to terminate the Contract with immediate effect or to cancel its participation in the Project. In the event of cancellation of the Fund's participation in the Project, the Grantee shall have the obligation to present due settlement of used resources and to return unused resources to the Fund within 30 days of the written notice. If the Grantee fails to submit a duly prepared settlement of the Projects within the deadline, he/she undertakes to pay the Fund a sanction of 50% of the provided subsidy within 14 days of expiration of the deadline.

Article 14

Both Contractual Parties may disclose information on the implemented Project and enable access to the public to participate in the Project.

Article 15

The Fund reserves the right to make use of Project results together with the Grantee.

Article 16

Unless stipulated otherwise in this Contract, 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.

Article 17

This Contract is concluded for the period from **MM/YYYY** to **MM/YYYY**.

Article 18

CM 23 February 2010

Any amendments to this Contract can be executed only in the form of written annexes to this Contract based on the consent of both Contracting Parties, with the exception of changes exclusively reserved for the Fund under this Contract.

Article 19

Both Contractual 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.

Article 20

The Contract is drawn up in two identical copies in English. Each Contracting Party shall receive one copy.

Article 21

This Contract shall enter into force on the day of its signing.

Concluded in Bratislava, on **DD/MM/YYYY**.

Signature of the Fund's statutory representative

Signature of the Grantee's statutory representative

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Attachment 2
to the Contract on the Provision of Financial Resources from
the International Visegrad Fund
No. 310xxxxx

The amounts provided by the International Visegrad Fund and the time schedule of their availability
 Total subsidy from the fund amounts to: **EUR XX,XXX.XX**
 Time schedule of disbursement of resources:

No.	Item	Amount in EUR	Maturity date
1	Printing and publishing costs, delivery		
2	Rent of premises and related technical services		
3	Fees for artists		
4	Accommodation and board		
5	Transportation costs		
6	Fees for experts		
7	Translation, interpreting costs		
8	Awards and prizes		
9	Office supplies and promotional material		
10	Public relations costs (advertising, promotion)		
11	Website design and update		
	Total:	XX,XXX.XX	

Concluded in Bratislava, on DD/MM/YYYY

Signature of the Fund's statutory representative

Signature of the Grantee's statutory representative

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