

**Contract on the Provision of Financial Resources
from the International Visegrad Fund's
Standard Grant No. 21520042**

(hereinafter only the "Contract")

1. CONTRACTING PARTIES

1.1 International Visegrad Fund

Address:	Kral'ovske udolie, 8, 811 02 Bratislava, SK
Identification No. of the Organization:	36060356
Bank name:	Tatra banka, a.s.
Bank seat:	Hodžovo nam. 3, 811 06 Bratislava, SK
Bank account No.:	2936000250
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 Ústav pamäti národa

Name of the organization in English:	Nation's Memory Institute
Address:	Mileticova 19, P.O.Box 29, Bratislava, 82018, SK
Identification No. of the organization:	37977997
Bank name:	Prima Banka Slovensko, a s.
Bankseat:	Hodžova 11, Žilina, 010 11, SK
Account no.:	1849089002/5600
IBAN:	SK63 5600 0000 0018 4908 9002
SWIFT/BIC:	KOMASK2X
Registered VAT Payer:	no

Represented by: Ondrej Krajňák

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

1.3 The Fund and the Grantee jointly hereinafter only "**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 project named Freedom Festival 2016 , 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 the project named "**Freedom Festival 2016** ", under serial No, 21520042 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 native language: Umění Bez Bariér	
Name of the organization in English: Art without boundaries	
Address: Náplavní 7 , Prague 2, 120 00 , CZ	CZ
Statutory representative: Mgr. Jan Řericha	
BIN: ICO: 68383622	Registered VAT payer: no

Partner No. 2.

Name of the organization in its native language: Instytut Pamięci Narodowej - Komisja Ścigania Zbrodni przeciwko Narodowi Polskiemu	
Name of the organization in English: Institute of National Remembrance-Commission for the Prosecution of Crimes against the Polish Nation	
Address: ul. Wołoska 7 , Warsaw , 02-675, PL	PL
Statutory representative: Dr. Łukasz Kamiński	
BIN: NIP 525-21-80-487	Registered VAT payer: no

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 13,000.00** under conditions set forth further in this Contract (the "Grant").

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

3.5 The Grantee is obligated to keep the Fund updated in regard to the Project via the grant management on-line system available at <http://projects.visegradfund.org/> (the "On-line System").

4. IMPLEMENTATION PERIOD OF THE PROJECT

4.1 The Contracting Parties agree that the Project shall last from 01/05/2016 to 30/04/2017 (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. Any change in the dates, venues or types and names of events originally stipulated in the Calendar of Events must be updated in the On-line System no later than 3 working days prior to the planned date.

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 10,400.00** within 15 working days after the delivery of the valid and effective Contract by the Grantee to the Fund,
2. the 2nd installment in the amount of **EUR 2,600.00** within 30 working days after the delivery of the Final Report,

Financial Report and Audit 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 reports relating to the particular installment were delivered by the Grantee to the Fund within the periods stated in the Calendar of Events as specified in Attachment No. 3 hereto and and (ii) such reports were 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 expenses required for the Project from the Grant cannot exceed 80% of overall expenses of the Project.

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

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

6.5 Any change in the qualified expenses as stated in the Budget exceeding the amount of EUR 1000 in individual budget line 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.

6.6 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.

6.7 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) Grantee's own work—e.g. coordination of the Project, salaries, 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 effect 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:

<u>Report</u>	<u>for the period from - to</u>	<u>latest delivered by</u>
Financial report	01/05/2016-30/04/2017	26/05/2017
Final report	01/05/2016-30/04/2017	26/05/2017

Audit report

01/05/2016-30/04/2017

26/05/2017

7.3 The reports 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 Report failing to meet this requirement.

7.4 All the reports except the Audit report shall be prepared and separately signed by the Grantee or authorized representative of the Grantee.

The Audit report shall be prepared by a certified auditor registered in a Chamber of Auditors of the country of the Grantee's residence.

7.5 The financial reports shall conform to the budget and shall mention expenditures related to the Project and shall comply to financial documents evidencing the utilization of the Grant. All financial documents (receipts, bills, contracts and invoices, etc.) related to a project must be kept for period of at least 10 years and copies thereof delivered to the Fund upon request.

7.6 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 provided reports or any documentation attached thereto the Grantee shall be obligated to revise such reports 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 has an obligation to specify a bank account for the purposes of the grant disbursements realized by the Fund. All Project payments must be carried through the bank account owned by the Grantee.

8.3 The Grantee shall conduct bank transfer (non-cash) transactions, where possible. Cash operations shall be limited to 30% of the amount of the Grant.

8.4 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.

8.5 The Grantee is obligated to issue at least one press release or public invitation regarding the Project. Each press release or public invitation must be entered into the On-line System and disseminated to relevant media. Each press release must contain acknowledgement of the Fund's support of the project according to this Contract.

8.6 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.

8.7 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

document related to the Grant and make and deliver the Fund copies therefrom.

8.8 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 10 years from the utilization of the Grant.

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

8.10 Both Contractual Parties may disclose information on the Project and enable access of the public to participate in 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 any of the reports 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 07/07/2017 (i.e. the implementation period + 50 working days), except the stipulations in Section 9.8 hereof which shall remain valid and effective for an indefinite time 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 28/01/2016

(podpísané)

Signature of the Fund's statutory representative

(podpísané)

Signature of the Grantee's statutory representative

Attachment 2
to the Contract on the Provision of Financial Resources from
the International Visegrad Fund's Standard Grant
No. 21520042

Budget

Total subsidy from the fund amounts to: **EUR 13,000.00**

No.	Item	Amount in EUR
1.	Printing and publishing costs, delivery	1,720.00
2.	Rent of premises and related technical services	2,540.00
3.	Fees for artists	2,660.00
4.	Fees for experts	0.00
5.	Accommodation and board	2,000.00
6.	Transportation costs	920.00
7.	Translation, interpreting costs	1,040.00
8.	Awards and prizes	0.00
9.	Office supplies and consumption material	0.00
10.	PR costs (e.g. advertising)	290.00
11.	Website design and update	0.00
12.	Overheads (max. 15% of the Fund's contribution)	1,830.00
	Total	13,000.00

Done in Bratislava, on 28/01/2016

(podpísané)

(podpísané)

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 International Visegrad Fund's Standard Grant
No. 21520042

Calendar of Events

Implementation period: from 01/05/2016 to 30/04/2017

Financial Report, Final Report and Audit Report deadline: until 26/05/2017

Serial number: 21520042

Project name: Freedom Festival 2016

	Event	City	Country	From	Until
1	Freedom Festival 2016 - international multi-genre festival	Bratislava	SK	08/11/2016	13/11/2016
2	Film screening , discussions	Bratislava	SK	08/11/2016	10/11/2016
3	Exhibition opening, theatre performances, commemorating the Student March, thematic debates, the final international discussion	Bratislava	SK	11/11/2016	12/11/2016
4	Awarding Ceremony of the personalities	Bratislava	SK	13/11/2016	13/11/2016

Done in Bratislava, on 28/01/2016

(podpísané)

Signature of the Fund's statutory representative

(podpísané)

Signature of the Grantee's statutory representative