

**Contract on the Provision of Financial Resources from the
International Visegrad Fund's Visegrad University Studies Grant /
V4EaP Visegrad University Studies Grant No. 61500019
(hereinafter only the "Contract")**

1. CONTRACTING PARTIES

1.1 PROVIDER

International Visegrad Fund

Address: Kráľovské údolie, 8, 811 02 Bratislava, SK
Identification No. of the Organization: 36060356
Bank name:
Bank seat: Hodžovo nám. 3, 811 06 Bratislava, SK
Bank account No.:
IBAN:
SWIFT / BIC:

Represented by Beata Jaczewska, Executive Director

hereinafter referred to as the "Fund"

and

1.2 Katedra európskych kultúrnych štúdií Filozofickej fakulty Univerzity Mateja Bela v Banskej Bystrici

Name of the organization (official translation in English): Faculty of Arts, Matej Bel University in Banská Bystrica
Organizational Unit (where applicable): Department of European Cultural Studies
Coordinator: PhDr. Anton Hruboň, PhD.
Address: Tajovského 51, Banská Bystrica, 974 01, SK
ID No.:
Bank name: a
Bank seat (street + number, city, postal code): Radlinského 32, Bratislava 15, 810 05 Slovakia
Bank account No. (IBAN format): SK26 0200 0000 0000 0000 0000
SWIFT/BIC Code:
Additional banking information: SK26 0200 0000 0000 0000 0000

Represented by: doc. Ing. Vladimír Hladkovský, PhD., Rector

hereinafter referred to as the "University"

1.3 The Fund and the University jointly hereinafter also as the "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 University applied to the Fund to provide financial support for its Course/Program named *Migračné pohyby z krajín a medzi krajinami V4 a ich dopad na súčasnú identitu regiónu* (Migration flows from and within the V4 countries and their impact on current identity of the region), as specified in the Application Form which forms Attachment No. 1 hereto.
- 2.3 The Fund approved the application and wishes to provide the University financial support for its Course/Program 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 University within the course/program named *Migračné pohyby z krajín a medzi krajinami V4 a ich dopad na súčasnú identitu regiónu* (Migration flows from and within the V4 countries and their impact on current identity of the region), under serial No. 61500019, as specified in Attachment No. 1 hereto (the "Course/Program").
- 3.2 The subject of the Course/Program shall be supported by the Fund with an amount of up to EUR 9,114.00 under conditions set forth further in this Contract (the "Grant").
- 3.3 The University is obligated to implement the Project in compliance with financial and other conditions stipulated in the Contract.

4. IMPLEMENTATION

- 4.1 The Contracting Parties agree that the Course/Program will be launched within 24 months of the date of approval of the Grant (in compliance with the timeline presented in the application). Should the University fail to launch the Course/Program within 24 months of the Grant's approval, the entitlement for the funding expires.
- 4.2 The University is obligated to use the resources for the development and launching of the approved Course/Program dealing with specific phenomena explicitly related to Visegrad Group countries. The university needs to secure the long-term enrollment of the Course/Program in its curriculum. The supported Course/Program shall be enrolled in University's curriculum no less than three times.
- 4.3 The University shall secure at least two relevant guest lecturers from two different Visegrad Group countries (other than that of the University) for each semester of the enrollment of the Course and at least three relevant guest lecturers from three different Visegrad Group countries (other than that of the University) for each semester of the enrollment of the Program.
- 4.4 The University is obligated to submit to the Fund an up-to-date timetable of the Course/Program for each semester of its enrollment in the beginning of the respective semester. Any change in the dates, venues of the lectures/seminars and names of (guest) lecturers originally stipulated in the application form and/or received timetable for the respective semester must be communicated to the Fund via e-mail to the respective Program Manager at least 10 working days prior to the planned date.
- 4.5 The University shall immediately notify the Fund of any changes in contractual conditions (e.g. changes of the budget, guest lecturers, and opening of the Course/Program to students) in a letter signed by the University's statutory representative.

5. GRANT PAYMENT

- 5.1 The Grant shall be paid to the University under conditions set forth in Section 5.2 hereof in four installments as follows:
 1. the 1st installment in the amount of EUR 4,628.00 within 15 working days after the delivery of written confirmation of the launching of the Course/Program issued by the University (signed and stamped by the statutory representative) to the Fund,
 2. the 2nd installment in the amount of EUR 2,243.00 within 30 working days after delivery of the first Interim Report by the University and the timetable referring to the next semester to the Fund according to Article 7 hereof (the "Second Installment"),
 3. the 3rd installment in the amount of EUR 1,332.00 within 30 working days after delivery of the second Interim Report by the University and the timetable referring to the next semester to the Fund according to Article 7 hereof (the "Third Installment"),
 4. the 4th (final) installment in the amount of EUR 911.00 within 30 working days after the delivery of the Final Report by the University to the Fund according to Article 7 hereof (the "Final Installment").
- 5.2 The University shall be entitled to a Second/Third Installment of the Grant solely upon the Fund's approval of (1) the relevant Interim Report relating to the particular installment and (2) further timetable referring to the following semester. The University shall be entitled to a Final Installment of the Grant solely upon the Fund's approval of Final Report including written summary of the experience of running the Course/Program and further perspectives of its enrollment at the University – all these must be delivered by the University to the Fund and 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 University 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 University shall not be entitled to any disbursement.
- 5.4 The University 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 University 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 University only to cover the direct expenses of the Course/Program according to the budget plan which forms Attachment No. 2 hereof (the "Budget"). Up to 15% of the Grant may be used to cover Course/Program overhead costs (operating costs directly linked to the Course/Program).
- 6.2 The University shall secure long-term enrollment of the Course/Program in its curriculum. The Grant shall support its launching and development.
- 6.3 In case the University does not use the full amount of any of the instalments pursuant to article 5.1., the Fund reserves the right to decrease the subsequent instalment by this unused amount or re-allocate the unused amount to the following instalment.
- 6.4 The Grant may be used only during the agreed upon Implementation Period. The part of the Grant not used during the Implementation Period shall be returned by the Grantee to the Fund within 15 working days of the end of the agreed upon Implementation Period.
- 6.5 The University shall use the Grant according to the Budget in an efficient and cost-effective way.
- 6.6 The University 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. tangible/intangible assets exceeding EUR 1,000
 - c. VAT refund for Universities who request VAT compensation from local authorities,
 - d. the University's own indirect costs (electricity/gas/water/telephone bills, etc.),
 - e. internal costs or invoices (rent of one's own premises, one's own accommodation and board),
 - f. University's own work—e.g. coordination of the Course/Program, salaries, financial remuneration of employees, etc. (or any expenses related to employment based on the Labor Code, including daily allowances, part-time work, etc.)
 - g. overhead costs exceeding 15% of the Grant

7. REPORTING OBLIGATIONS OF THE UNIVERSITY AND RELATED CONTRACTUAL TERMS

- 7.1 The University shall immediately inform the Fund in writing of any circumstance which may affect the realization of the Course/Program or of any changes in contractual conditions. The Executive Director of the Fund shall decide upon such circumstances and changes.
- 7.2 The University shall deliver to the Fund:
- a. Confirmation of launching of the Course/Program issued by the University (signed and stamped by the statutory representative);
 - b. Timetable of lectures/seminars for the approved Course/Program for each semester of its enrollment (at least within the initial three times of enrollment of the Course/Program in the University curriculum), highlighting the lectures of the guest lecturers;
 - c. Interim Reports on the progress of implementation of the Project and the utilization of the Grant (filled in financial overview form) by the end of the first and second year of enrollment of the Course/Program in the University curriculum. The interim report shall contain the list of students enrolled within the Course/Program in the respective semester;
 - d. Final Report containing the financial overview and the summary of the experience of running the Course/Program and further perspectives of its enrollment at the University.
- 7.3 The reports, timetables and financial overviews of the utilization of the Grant 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 Interim Report, Final Report or financial overview failing to meet this requirement.
- 7.4 Within each Interim and Final Report a narrative and financial overview shall be prepared by the University. All narrative and financial overviews must be separately signed and stamped by the University or authorized representative of the University. If the Grant is used for building a library, the narrative shall contain a list of purchased books. If the Grant is used for business trips, the reports pursuant to article 7.2 of this contract shall include copies of official travel reports related to these trips. If the Grant is used for

preparation of promotional material and/or publication, the samples of these shall be sent along with the reports pursuant to article 7.2.

7.5 The University shall state in the Financial Overview the following at minimum:

- a. date and number of the financial document (e.g. invoices, cash receipts, travel expense statements, etc.);
- b. the subject of the financial transaction;
- c. the supplier and the recipient;
- d. date of payment (copy of bank statement from the account or a copy of a petty cash voucher for cash transactions);
- e. the level (percentage) of consumption of the grant in the first three academic years of enrollment of the Course/Program.

7.6 The Fund has the right to verify any data provided by the University to the Fund. The University hereby grants the Fund authorization to provide any acts on behalf of the University necessary for verification of any data provided by the University to the Fund.

7.7 In case of any reservations of the Fund to the Timetable, Interim or Final Report or the financial overview or any documentation attached thereto the University shall be obligated to revise such timetables, reports, overviews 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 University 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 University is obligated to set up a website or a separate sub-site within an existing University website dedicated to the Course/Program. Each Course/Program website shall have its own URL, shall visibly contain the Fund's logo with a direct hyperlink to www.visegradfund.org. The URL of the Course/Program website shall be indicated in the written confirmation on the launching of the Course/Program, issued by the statutory representative of the University.

8.3 The University is obligated to acknowledge the Fund's support of the Course/Program (1) in public space within its premises, (2) in all printed materials distributed as part of the Course/Program and resulting from it, (3) in all books and periodicals purchased from the Grant, and (4) on all websites connected with the Course/Program, including the University (sub-)website. All acknowledgements must carry the visible logo of the Fund and, if on-line, must include direct hyperlink to www.visegradfund.org. Acknowledgements within the University premises and those on-line must remain active for the entire enrollment of the Course/Program in the University's curriculum.

8.4 The Fund reserves the right to carry out monitoring visits of the Course/Program and implementation thereof and carry out financial inspection of the Course/Program and, if necessary, request additional documentation regarding the Course/Program. The University 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 Course/Program upon request.

8.5 The Fund (or person authorized by the Fund) is entitled to carry out an audit of the University during the first three years of the enrollment of the Course/Program. The University is obligated to bear such audit and provide the Fund with any accounting and other documents related to the Grant.

8.6 The University is obligated to archive all documents (including financial documents) related to the utilization of the Grant for a period of not less than 6 years from the utilization of the Grant.

8.7 The Fund undertakes to extend to the University necessary co-operative support.

8.8 Both Contractual Parties may disclose information on the Course/Program.

9. CONTRACTUAL SANCTIONS

9.1 The Fund shall be entitled against the University 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 University turns out to be invalid or not up-to-date, or
- b. the University fails to deliver to the Fund the Timetable, Interim Report or the Final Report or the financial overview according to this Contract in time, or
- c. the University 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 University breaches any of its obligation arising from Article 8 hereof.

9.2 The Contractual Penalty shall be paid by the University within 30 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 University, or
- b. any kind of false/incorrect data/information is provided by the University, or

c. any of the contractual requirements are not met by the University, or
d. deficiencies are determined that could in a significant way affect the result or approved schedule during the enrolment of the Course/Program,
e. the good reputation of the Fund is damaged by the University.

- 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 University shall automatically be obligated to return to the Fund the amount of the paid Grant within 30 working days.
- 9.6 In case the University 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 University shall be obligated to return the amount of the paid Grant to the Fund within 30 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 enrolment of the Course/Program, 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 the first three enrolments of the Course/Program) learns about a misuse of any funds granted to the University by the Fund, the University shall be obligated to return the full granted amount to the Fund within 30 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 period of enrolment of the Course/Program in the University curriculum. Stipulations in Section 9.8 hereof shall remain valid and effective for an indefinite time period. Stipulation in Section 8.3 hereof shall remain valid and effective for the entire period of existence and/or realization of the Course/Program.
- 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 16/02/2016

Signature of the Fund's
statutory representative

Signature of the University's statutory

Attachment 2
to the Contract on the Provision of Financial Resources
from the International Visegrad Fund's
Visegrad University Studies Grant / V4EaP Visegrad University Studies Grant No. 61500019

Budget

Total subsidy from the Fund amounts to: EUR 9,114.00

Type of cost item	Unit name	Unit description	Unit cost	No. of units	Total
1st enrollment					
Fees for experts (guest lecturers)	Performance fee - Dr. Janek	lecture/lesson	55.00	8	440.00
Fees for experts (guest lecturers)	Performance fee - dr. hab. Halczak, prof. UZ	lecture/lesson	55.00	8	440.00
Fees for experts (guest lecturers)	Performance fee - prof. Rychlik	lecture/lesson	55.00	8	440.00
Accommodation and board	Accommodation - prof. Rychlik	single-bed room/night	44.00	2	88.00
Accommodation and board	Accommodation - dr. hab. Halczak, prof. UZ	single-bed room/night	44.00	3	132.00
Accommodation and board	Fullboard - prof. Rychlik	breakfast, lunch, dinner	15.00	2	30.00
Accommodation and board	Fullboard - dr. hab. Halczak, prof. UZ	breakfast, lunch, dinner	15.00	2	30.00
Accommodation and board	Fullboard - Dr. Janek	breakfast, lunch, dinner	15.00	1	15.00
Accommodation and board	Accommodation - Dr. Janek	single-bed room/night	44.00	2	88.00
Transportation costs	Transportation - prof. Rychlik	train ticket (Prague-Banská Bystrica) - roundtrip	50.00	1	50.00
Transportation costs	Transportation - dr. hab. Halczak, prof. UZ	train ticket (Zielona Gora-Banská Bystrica) - roundtrip	130.00	1	130.00
Transportation costs	Transportation - Dr. Janek	train ticket (Budapest-Banská Bystrica) - roundtrip	50.00	1	50.00
Preparation and publishing of scriptum /reader	Proofreading	cost per page	2.00	250	500.00
Preparation and publishing of scriptum /reader	DTP - Desktop Publishing	cost per page	1.00	250	250.00
Preparation and publishing of scriptum /reader	Printing of a scriptum	cost per copy	3.50	150	525.00
Preparation and publishing of scriptum /reader	Peer-review	royalty per review	150.00	1	150.00
Website design and update	Website of the course	web programming + design	500.00	1	500.00
Website design and update	Domain and hosting of the website	domain + hosting	30.00	1	30.00
Tangible/Intangible assets per course/ program up to EUR 1,000 for purchasing computer or other equipment	Notebook	Notebook	380.00	1	380.00
Tangible/Intangible assets per course/ program up to EUR 1,000 for purchasing computer or other equipment	Flipchart	Flipchart	150.00	1	150.00
Overhead (max.15%)	Administration works	Administration works	70.00	1	70.00
Overhead (max.15%)	Cartridge	Cartridge for printer	30.00	2	60.00
Overhead (max.15%)	Paper	Paper - package/500 pcs	4.00	20	80.00
Subtotal					4,628.00
2nd enrollment					
Fees for experts (guest lecturers)	Performance fee - prof. Rychlik	lecture/lesson	55.00	8	440.00
Fees for experts (guest lecturers)	Performance fee - dr. hab. Halczak, prof. UZ	lecture/lesson	55.00	8	440.00
Fees for experts (guest lecturers)	Performance fee - Dr. Janek	lecture/lesson	55.00	4	220.00
Accommodation and board	Accommodation - prof. Rychlik	single-bed room/night	44.00	2	88.00
Accommodation and board	Accommodation - dr. hab. Halczak, prof. UZ	single-bed room/night	44.00	3	132.00
Accommodation and board	Fullboard - prof. Rychlik	breakfast, lunch, dinner	15.00	2	30.00
Accommodation and board	Fullboard - dr. hab. Halczak, prof. UZ	breakfast, lunch, dinner	15.00	2	30.00
Accommodation and board	Fullboard - Dr. Janek	breakfast, lunch, dinner	15.00	1	15.00
Accommodation and board	Accommodation - Dr. Janek	single-bed room/night	44.00	2	88.00
Transportation costs	Transportation - prof. Rychlik	train ticket (Prague-Banská Bystrica) - roundtrip	50.00	1	50.00
Transportation costs	Transportation - dr. hab. Halczak, prof. UZ	train ticket (Zielona Gora-Banská Bystrica) - roundtrip	130.00	1	130.00
Transportation costs	Transportation - Dr. Janek	train ticket (Budapest-Banská Bystrica) - roundtrip	50.00	1	50.00
Website design and update	Website of the course - updates	fee for updates and administration throughout the year	290.00	1	290.00
Website design and update	Domain and hosting of the website	domain + hosting	30.00	1	30.00
Overhead (max.15%)	Administration works	Administration works	70.00	1	70.00
Overhead (max.15%)	Paper	Paper - package/500 pcs	4.00	20	80.00
Overhead (max.15%)	Cartridge	Cartridge for printer	30.00	2	60.00

Type of cost item	Unit name	Unit description	Unit cost	No. of units	Total
Subtotal					2,243.00
3rd enrollment					
Fees for experts (guest lecturers)	Performance fee - Dr. Janek	lecture/lesson	55.00	4	220.00
Fees for experts (guest lecturers)	Performance fee - dr. hab. Halczak, prof. UZ	lecture/lesson	55.00	8	440.00
Fees for experts (guest lecturers)	Performance fee - prof. Rychlik	lecture/lesson	55.00	8	440.00
Accommodation and board	Accommodation - prof. Rychlik	single-bed room/night	44.00	2	88.00
Accommodation and board	Accommodation - dr. hab. Halczak, prof. UZ	single-bed room/night	44.00	3	132.00
Accommodation and board	Fullboard - prof. Rychlik	breakfast, lunch, dinner	15.00	2	30.00
Accommodation and board	Fullboard - dr. hab. Halczak, prof. UZ	breakfast, lunch, dinner	15.00	2	30.00
Accommodation and board	Fullboard - Dr. Janek	breakfast, lunch, dinner	15.00	1	15.00
Accommodation and board	Accommodation - Dr. Janek	single-bed room/night	44.00	2	88.00
Transportation costs	Transportation - dr. hab. Halczak, prof. UZ	train ticket (Zielona Gora-Banská Bystrica) - roundtrip	130.00	1	130.00
Transportation costs	Transportation - Dr. Janek	train ticket (Budapest-Banská Bystrica) - roundtrip	50.00	1	50.00
Transportation costs	Transportation - prof. Rychlik	train ticket (Prague-Banská Bystrica) - roundtrip	50.00	1	50.00
Website design and update	Website of the course - updates	fee for updates and administration throughout the year	290.00	1	290.00
Website design and update	Domain and hosting of the website	domain + hosting	30.00	1	30.00
Overhead (max.15%)	Administration works	Administration works	70.00	1	70.00
Overhead (max.15%)	Cartridge	Cartridge for printer	30.00	2	60.00
Overhead (max.15%)	Paper	Paper - package/500 pcs	4.00	20	80.00
Subtotal					2,243.00
Total					9,114.00

Done in Bratislava, on 16/02/2016

Signature of the Fund's
statutory representative

Signature of the University's statutory
statutory representative