

PROJECT GRANT AGREEMENT

THANKS TO THE SUPPORT OF THE CHARLES STUART MOTT FOUNDATION

Project Grant Agreement No.:

Nadace VIA

(Via Foundation)

Dělnická 1324/9

170 00 Praha 7

Czech Republic

Organization Identification No.: 67360114

Telephone no.: +420 608 538 083

E-mail: via@nadacevia.cz

Executive Director: Jiří Bárta

*as the party awarding the grant (hereinafter the "**Foundation**")*

and

Name of organization

Address:

Organization registration no.:

Telephone no.:

E-mail:

Bank:

Address of the organization's bank:

Bank account no.:

SWIFT Code:

Statutory representative:

*as the party accepting the grant (hereinafter the "**Recipient**")*

and

Name of ViabilityNet participant

E-mail:

Mobile phone no.:

Contact address:

Permanent address:

Date of birth:

Citizenship:

*as the party responsible for carrying out activities (hereinafter the "**Participant**")*

have agreed to conclude this agreement (hereinafter the "**Project Grant Agreement**").

WHEREAS:

- A. Via Foundation implements a program called ViabilityNet 3.0, the aim of which is to contribute to a CEE region with resilient communities, in which residents are actively involved in community affairs.
- B. The program will pursue this aim by offering selected community leaders space to reflect, connect and grow together and by providing financial resources for their community-based projects.
- C. Participation in the program requires affiliation with a legal entity ("Recipient"), which must be able and willing to receive a project grant on behalf of the Participant and allow him or her to disburse the funding as required for his or her project. Affiliation for the purposes of the program *does not* mean that the Participant must be an employee, member or an elected official of the organization.
- D. The person listed as one of the contracting parties to this Project Grant Agreement has been approved by Via Foundation as a Participant in the program and has chosen to affiliate with the Recipient.
- E. The Recipient, the Participant and the Foundation shall cooperate in the program based on the following terms and conditions:

I.

SUBJECT OF THE PROJECT GRANT AGREEMENT

- 1. The contracting parties have negotiated this Project Grant Agreement, whereby the Recipient will receive financial resources granted to it by Via Foundation under the terms and conditions of this Project Grant Agreement.
- 2. The "Grant" means a financial contribution to cover the costs listed under the [Community Project](#) (Annex 1), disbursed by Via Foundation under conditions described in Article IV of this Project Grant Agreement.
- 3. The purpose of the Grant is directly connected to the Project described further in Article II and in Annex 1 of this Project Grant Agreement.
- 4. The Participant has been selected to participate in the program for the period of August 2018 to August 2019. Both the Recipient and the Participant agree to closely cooperate during this period and to fulfil their respective obligations stipulated in this Project Grant Agreement.

II.

PROJECT DESCRIPTION

- 1. The financial support provided through this Program covers three components: first, **a project** whose aim is to empower a local community (minimum of 80% of the grant); second, **activities that deepen the Participant's learning** in areas closely related to his or her work with/for the community in question (maximum of 10% of the grant); and third, a **contribution to the costs incurred by the Recipient** as a direct result of carrying out its obligations under this Project Grant Agreement (10%).

2. The goals, activities and expected outputs for all three areas are specified in further detail in the Community Project included as Annex 1 of this Project Grant Agreement.

III.

VALIDITY OF THE PROJECT GRANT AGREEMENT

This Project Grant Agreement shall come into force upon its signing by Via Foundation, the Recipient and the Participant. The Participant shall utilize the Grant received by the Recipient in compliance with this Project Grant Agreement by **June 30, 2019**.

IV.

AMOUNT OF THE GRANT, PAYMENT AND INELIGIBLE COSTS

1. The Grant shall be in the amount of **60,000 CZK**. The Grant shall be paid to the Recipient as follows:
 - a. **30,000 CZK within 15 days of the signing of the Project Grant Agreement;**
 - b. **30,000 CZK within 15 days of approval of the Interim Report.**
2. The Grant shall be transferred via Western Union. Any exchange rate difference shall be covered by the Recipient, as well as any banking fees charged for receipt of the Grant.
3. Without prejudice to other conditions set forth in this Project Grant Agreement, the following types of costs are NOT eligible for the purposes of executing the Participant's project:
 - o purchase of real estate;
 - o servicing of debts, mortgages, interests, exchange losses or other banking fees;
 - o expenses for lobbying activities (defined as communications — either to a legislator or to the general public — intended to influence specific legislation);
 - o activities conducted in the USA;
 - o purchase of alcoholic beverages, tobacco or drugs illegal in the country in which the project takes place or any activities considered illegal in the given country
4. The ownership title to property purchased using the grant shall belong to the Participant, subject to due fulfilment of conditions hereof.

V.

RECIPIENT'S OBLIGATIONS

1. The Recipient agrees to facilitate the disbursement of the Grant described in Article IV of this Project Grant Agreement for the Participant within the parameters set forth in Article II and Annex 1 of this Project Grant Agreement.
2. The Recipient agrees to register all expenditures and income related to the Project in a way that ensures that all such entries remain easily discernible, and to open a special bank account, if needed, to comply with his condition.

3. The Recipient agrees to accompany every invoice related to the execution of the Project with a document/slip signed by the Participant in confirmation of the given expenditure.
4. The Recipient agrees to provide the Participant with any needed assistance in completing the financial part of both the Interim Report and the Final Report, testifying to the use of granted funds.
5. **The Interim report** shall be submitted by **January 31, 2019**. **The Final Report** shall be submitted by **July 14, 2019**.
6. The Recipient undertakes to inform Via Foundation in writing without undue delay of any fact that may affect cooperation with Participant or Via Foundation and management of the Grant as described in this Project Grant Agreement and to discuss with the Foundation further measures to be taken with respect to the use of the Grant. This shall include, in particular: serious communication issues with the Participant; change of the Recipient's statutory representative, registered office address or bank account; cash-flow issues, threat of insolvency, threat of litigation.
7. The Grant may not be used to cover expenses incurred **before the signing of this Project Grant Agreement or after June 30, 2019**.
8. The Recipient shall provide Via Foundation, when requested, necessary assistance in verifying accounts and invoices related to the Project.

The Recipient undertakes to return any unused contribution balance, remitting it to the account of the Foundation as follows: No. 705 705 705/0600 administered by MONETA Money Bank, a. s., VÍTEZNÉ NÁMESTÍ 577/2, 160 00 PRAHA 6, Czech Republic (IBAN: CZ410600000000705705705, SWIFT kód BIC: AGBACZPP), within 14 business days from the end of the period stipulated in Article III.

9. The Recipient is obliged to use the logo of the ViabilityNet program on promotional and informational documents related to the project.
10. The Recipient undertakes to communicate and cooperate with Via Foundation representatives as necessary and respond to e-mail correspondence without undue delay.

VI. PARTICIPANT'S OBLIGATIONS

1. The Participant undertakes to use the Grant in compliance with this Project Grant Agreement exclusively for charitable purposes.
2. The Participant undertakes to use the Grant exclusively for the purposes stipulated in Article II and Annex 1 of this Project Grant Agreement. In attaining the objectives of the Project, the Participant undertakes to comply with the included budget.

3. The Participant accepts responsibility for the compliance of all expenditures with the outlined Project and agrees to sign a confirmation document/slip for every invoice submitted to the financial office of the Recipient.
4. The Participant will provide the Foundation with an Interim Report and a Final Report on activities realized within the scope of his or her Project.
11. Both reports shall include a financial report, drafted in cooperation with the Recipient.

The Interim report shall be submitted by **January 31, 2019**.
The Final Report shall be submitted by **July 14, 2019**.

The Participant agrees to inform the Recipient without undue delay of any changes to the budget or structure of expenditures, so that the Recipient may take these changes into account in the management of its accounts.

5. The Recipient undertakes to inform Via Foundation in writing without undue delay of any fact that may affect the implementation of the Project and to discuss with Via Foundation further measures to be taken with respect to the use of the Grant. This shall in particular include: significant changes in planned activities; serious communication problems with the Recipient; possible obstacles to participation in program activities (meetings, study visit, etc.).
6. The Grant may **not be used** to cover expenses incurred **before the signing of this Project Grant Agreement or after June 30, 2019**.

VII.

OBLIGATIONS OF THE VIA FOUNDATION

1. Via Foundation agrees to provide the Participant with relevant forms and instructions for completing the Interim and Final Reports no later than 3 months before their submission due date.
2. Via Foundation agrees to communicate with both the Recipient and the Participant as necessary and respond to any correspondence without undue delay.
3. Via Foundation agrees to inform the Recipient and the Participant prior to any on-site visit with at least two weeks' advance notice.

VIII.

CHANGES TO BUDGET OR PROJECT ACTIVITIES

1. Significant upcoming changes in the number or nature of Project activities as described in Annex 1 must be communicated to Via Foundation without undue delay.
2. Whenever such changes entail an increase of more than 20% in grant spending in one of the budget chapters (personnel costs, contracted services) the Participant must seek written permission from Via Foundation.

IX.
WITHDRAWAL FROM THIS PROJECT GRANT AGREEMENT

1. The Recipient as well as the Participant may withdraw from this Project Grant Agreement upon mutual consent with advance notice of two months delivered by e-mail to the address of Via Foundation.
2. Withdrawal from this Project Grant Agreement shall take effect upon delivery of a final report, including the financial report, to Via Foundation and approval by Via Foundation of said report.
3. The Recipient undertakes to return any unused contribution balance, remitting it to the account of the Foundation as follows: No. 705 705 705/0600 administered by MONETA Money Bank, a. s., VÍTEZNÉ NÁMESTÍ 577/2, 160 00 PRAHA 6, Czech Republic (IBAN: CZ410600000000705705705, SWIFT kód BIC: AGBACZPP), within 14 business days of notification of approval of the Final Report by Via Foundation.

X.
SANCTIONS FOR NON-COMPLIANCE WITH THE CONDITIONS OF THE PROJECT
GRANT AGREEMENT

1. The Foundation is entitled to withdraw from the Project Grant Agreement in the event that the Participant or the Recipient fail to comply with the terms and conditions set forth in this Project Grant Agreement. The parties consider as material conditions the obligations of the Recipient stated in Article V and obligations of the Participant in Article VI.
2. In such case, the Foundation is entitled to request the return of any or all part(s) granted to the Recipient that have not yet been used to Via Foundation. Upon such written request, the Recipient is obliged to make the requested repayment within 14 business days from the date of the receipt of the request, while no further spending of the Grant is permissible as of the date of receipt of this request via email or post.
3. In such case, the Foundation is also entitled to request the return of any or all part(s) of the Grant spent by the Participant in contradiction with the conditions of this agreement to Via Foundation. Upon such written request, the Recipient is obliged to make the requested repayment within 60 business days from the date of the receipt of the request.
4. This Project Grant Agreement shall terminate automatically in the event that the Participant fails to attend more than four days of the program meetings.

X.
FINAL PROVISIONS

1. Any changes to this Project Grant Agreement shall take the form of numbered Amendments signed by all contracting parties.
2. Any notice required or permitted to be delivered to the Recipient or the Foundation pursuant to this Project Grant Agreement shall be deemed delivered if sent to the Recipient or the Foundation by private courier, fax or email subject to evidence of delivery, or by registered mail addressed to the Recipient or the Foundation at its last coordinates of record or if personally handed over to the relevant party upon issue of a receipt by that party.
3. This Project Grant Agreement has been executed in three counterparts, with each contracting party obtaining one counterpart.
4. All of the contracting parties declare that they have studied this Project Grant Agreement thoroughly, that the contents of this Project Grant Agreement correspond to the parties' true and free will and that the Project Grant Agreement has been formulated in a comprehensible manner. In witness thereof, the parties append their respective signatures.

In....., date:

In....., date:

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Jiří Bárta

Nadace VIA (Via Foundation)

Executive Director

Statutory Representative

In....., date:

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Name of participant

Participant

ANNEX 1

Community project description

The community project description will be attached upon the approval of the Viability managers

ANNEX 2

Community project budget

The community project description will be attached upon the approval of the Viability managers