

# Contract on the Provision of Financial Resources from the International Visegrad Fund's V4 Generation Mobility Mini-Grant No. 12230030

(hereinafter only the "Contract")

## 1. CONTRACTING PARTIES

### 1.1 International Visegrad Fund

Address:	Hviezdoslavovo nám. 9, 811 02 Bratislava, SK
ID No.:	36060356
Bank name:	Tatra banka, a.s.
Bank seat:	Hodžovo nám. 3, 811 06 Bratislava, SK
IBAN:	SK29 1100 0000 0029 3600 0250
SWIFT/BIC:	TATRSKBX

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

hereinafter referred to as the "Fund"

and

### 1.2 Primary school with nursery school of Sándor Petőfi with Hungarian language of education

Name:	Základná škola s materskou školou Sándora Petőfiho s VJM - Petőfi Sándor Alapiskola és Óvoda Primary school
Address:	Richterova 1171/66, Sládkovičovo, 925 21, SK
Correspondence address:	, , ,
ID No.:	36094218
Bank details:	IBAN: SK1402000000003898647751; SWIFT/BIC: SUBASKBX; bank name: Všeobecná úverová banka, a.s.; bank seat: Mlynské nivy 1, 829 90 Bratislava 25, Slovakia
Registered VAT Payer:	yes

Represented by: **Katalin Takács**

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. SUBJECT OF THE CONTRACT

2.1 The subject of this Contract is the definition of conditions for the payment of financial support from the Fund to support the activities of the Grantee within the project as on the base of Grantee's proposal in application submitted via the Fund's On-line System as defined below (the "Application") under serial No. **12230030** (the "Project"). To avoid any doubts, Contracting Parties declare and agree that after the Application is submitted via the On-line System, it cannot be changed by neither Contracting Party.

2.2 The Grantee specified the following project partners for the implementation of the Project:

### Partner No. 1.

Name of the organization in its native language: Nemesnádudvar-Érsekhalma Német Nemzetiségi Általános Iskola	
Name of the organization in English: Nemesnádudvar-Érsekhalma German Nationality Primary School	
Address: Petőfi utca 42., Nemesnádudvar, 6345, Hungary	Hungary
Statutory representative: Vigné Fogl Mária	
BIN: 200990	Registered VAT payer: yes

All of the above-mentioned partners hereinafter jointly referred to only as the "Project Partners".

2.3 The subject of the Project shall be supported by the Fund with an amount of up to **€10,000.00** under conditions set forth further in this Contract (the "Grant").

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

2.5 The Grantee is obliged to keep the Fund updated with regard to the Project in writing or via the grant management on-line system available at <http://my.visegradfund.org/> (the "On-line System").

## 3. IMPLEMENTATION OF THE PROJECT

3.1 The Contracting Parties agree that the Project shall last from **01/02/2023** to **31/07/2023** (the "Implementation Period").

3.2 Particular stages of implementation of the Project are specified in Attachments No. 1 hereof ("List of Events"). The Grantee is obliged 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 and confirmed in the On-line System no later than 10 calendar days prior to the planned date.

## 4. GRANT PAYMENT

4.1 The Grant shall be paid to the Grantee under conditions set forth in Section 4.2 hereof in 2 instalments as follows:

- the 1st installment in the amount of **€8,000.00** within 15 working days after the delivery of the valid and effective Contract by the Grantee to the Fund (the "First Instalment"); Contracting Parties agreed that the Grantee is obliged to deliver to the Fund a final report contents and requisites of which are set forth in the V4 Gen Guidelines published and available on the Fund's website;
- the 2nd (and final) installment in the amount of **€2,000.00** within 15 working days after the Final Report is approved by the Fund according to Article 6 hereof (the "Final Instalment"). Parties agreed that the Final Instalment must be pre-financed by the Grantee and, if duly approved under conditions set forth hereof, the Fund reimburses the due amount of the Final Instalment.

4.2 The Grantee shall be entitled to the 2nd Instalment and Final Instalment of the Grant solely upon the approval of the Fund provided (i) the relevant reports relating to the particular instalment were delivered by the Grantee to the Fund within the periods stated in Article 6 hereof and in the List of Events as specified in Attachment No. 1 hereto and (ii) such reports were approved by the Fund pursuant to Article 6 hereof.



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 V4 Gen Guidelines mentioned in 4.4 and applicable at the time of the Application's submission and/or the provisions of the present Contract, and/or in case the number of direct participants and the number of days shall be lower than stated in the List of Events. In such case the Grantee shall not be entitled to any disbursement.

4.4 The Grantee declares that prior to the signing of this Contract they made themselves familiar with the V4 Gen Guidelines of the Fund which are published on the website of the Fund ([www.visegradfund.org](http://www.visegradfund.org)). The Grantee shall be obliged to accept all such rules and principles of the Fund.

4.5 The Fund is entitled to change the V4 Gen Guidelines and is in such case obliged to make the valid version thereof available at the Fund's website ([www.visegradfund.org](http://www.visegradfund.org)) and notify the Grantee.

## 5. GRANT UTILIZATION

5.1 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 List of Events which forms Attachment No. 1 hereof.

5.2 The expenses required for the Project from the Grant cannot exceed the approved amount.

5.3 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.

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

5.5 The Budget is constructed as a lump sum based on the number of direct participants and the number of days as detailed in the List of Events which forms Attachment No. 1 hereof. In case the number of direct participants and/or the number of days is lower, the Fund reserves the right to lower the 2nd/Final instalment in the amount according to the Fund's rules set in the V4 Gen Guidelines and/or request the return of funds from the 1st instalment.

5.6 The financial resources of the Grant other than overhead costs cannot be used for:

a) capital investments (tangible/intangible assets);
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); and
e) Grantee's own work—e.g. coordination of the Project, salaries, financial remuneration of employees (or any expenses related to employment based on the Labour Code, including daily allowances, part-time work, etc.).

## 6. REPORTING OBLIGATIONS AND RELATED CONTRACTUAL TERMS

6.1 The Grantee shall immediately inform the Fund in writing of any circumstance which may affect the realization of the Project or of any changes in contractual conditions. The statutory representative of the Fund shall decide upon such circumstances and changes.

6.2 The Grantee shall deliver to the Fund:

Report:	Covering the period from-to:	Latest delivery of report:
Final Report with Financial Statement	01/02/2023–31/07/2023	28/08/2023
Photographs documenting the List of Events	01/02/2023–31/07/2023	28/08/2023



The Grantee declares that he shall be the bearer of all intellectual property rights and/or copyrights to any outputs of the Project or any part thereof (the "Outputs"). The Grantee hereby grants to the Fund under provisions of the Act No. 185/2015 Coll. Copyright Act (the "Copyright Act") a non-exclusive royalty free license, without territorial, time, material and technological limitations, to any Outputs of the Project or part thereof, so the Fund shall have mainly right to:

a) publicly disclose the Outputs and publish the Outputs in any way, e.g., on the Fund's website, in any Fund's materials, etc.;
b) alter and process the Outputs, mainly use the Outputs to create new work, according to needs of the Fund;
c) include the Outputs to a database under §131 of the Copyright Act;
d) merge the Outputs with any other outputs or work;
e) make copies of the Outputs;
f) publicly distribute the Outputs;
g) to deal with the Outputs in any other way that is attributable to the author under the provisions of the Copyright Act.

7.11 The Parties agreed to adhere to the principles of environmental sustainability by all means possible in relation to the Project (saving electricity, water and other resources, preferring local goods and services and printing only if necessary and on both sides of the paper, etc.).

## 8. CONTRACTUAL SANCTIONS

8.1 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:

any data provided by the Grantee turns out to be false or not up-to-date, or the Grantee fails to deliver to the Fund any of the reports according to this Contract in time, or 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 the Grantee breaches any of its obligation arising from Article 7 hereof.

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 7 hereof.

8.2 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.

8.3 The Fund shall be entitled to withdraw from the Contract, in case:

a) any kind of false/incorrect data/information is provided by the Grantee, or
b) any of the contractual requirements are not met by the Grantee or breached by the Grantee and the Grantee shall not remedy such deficiency or breach within an additional reasonable period provided by the Fund in the written call for the remedy, or
c) deficiencies are determined that could in a significant way affect the result or approved schedule during the implementation of the Project, mainly, but not limited to, the Outputs of the Project do not meet the requirement under this Contract and its attachments, or
d) the good reputation of the Fund is damaged by the Grantee, or
e) the Fund learns about a misuse of any funds granted to the Grantee by the Fund or the funds provided by the Fund are used, intentionally or negligently, to any other purpose that specified in the Project.

8.4 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.



8.5 If the Contract is terminated upon the withdrawal of the Fund therefrom, the Grantee shall automatically be obliged to return the Fund the amount of the paid Grant within 15 working days.

8.6 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 obliged to return the amount of the paid Grant to the Fund within 15 working days at the call of the Fund.

8.7 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.

8.8 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, and/or about unannounced changes within the Project and internal changes of the Grantee affecting the utilization of the provided Grant (mainly but not limited to changes of the Grantee's name, registered seat, statutory representatives, registration for VAT, etc.), the Grantee shall be obliged to return the full granted amount to the Fund within 15 working days at the call of the Fund.

## 9. PERSONAL DATA PROCESSING

9.1 The Contracting Parties agreed that each Contracting Party is obliged to comply with respective regulations related to personal data processing mainly according to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) at its own responsibility unless stated in this Agreement otherwise.

9.2 The Contracting Parties agreed that obligation of the Fund resulting from Article 14 of the General Data Protection Regulation to all applicants/touched persons whose personal data shall be provided by the Grantee to the Fund based on this Contract—to provide all applicants/touched persons with information about the processing of their personal data by the Fund will be carried by the Grantee. The Grantee is obliged mainly to provide all applicants/touched persons with written information on personal data processing on behalf of the Fund against the confirmation of the respective applicant/touched person together with receiving the application for the financial support. The sample of written information on applicants' personal data processing by the Fund creates Attachment No. 2 to this Contract.

9.3 The Grantee is obliged to deliver written information on personal data processing by the Fund confirmed by all applicants/touched persons together with the list of applicants.

## 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 09/10/2023 (i.e., the implementation period + 50 working days), except the stipulations in Section 8.8 hereof which shall remain valid and effective for an indefinite time period.



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 09/01/2023

Základná škola  
s materskou školou Sándora Petőfiho  
s vyučovacím jazykom maďarským  
Petőfi Sándor Alapiskola és Óvoda  
925 21 SLÁDKOVICOVÁ - DIÓSZEG

Signature of the Fund's statutory representative

Signature of the Grantee's statutory representative

(b) the Fund for the purpose of processing personal data is to evaluate Project and supervise correct usage of support;

(c) to ensure the security of personal data;

(d) to ensure the accuracy of personal data;

(e) to ensure the confidentiality of personal data;

(f) to ensure the integrity of personal data;

(g) to ensure the availability of personal data;

(h) to ensure the portability of personal data;

(i) to ensure the erasure of personal data;

(j) to ensure the restriction of personal data;

(k) to ensure the objection of personal data;

(l) to ensure the withdrawal of consent (in case of processing based on consent) or any time;

(m) to lodge a complaint with supervisory authority; Fund hereby informs you that provision of personal data is based on legitimate interests of the Fund. In case such personal data shall not be provided, the Fund would not be able to evaluate the Project and so to provide financial support of the Project.

Confirmed reception by: [Signature] and signature of the applicant

S materskou školou Sándora Petőfiho  
s vyučovacím jazykom maďarským  
Petőfi Sándor Alapiskola és Óvoda  
925 21 SLÁDKOVICOVÁ - DIÓSZEG



## Attachment 1

### to the Contract on the Provision of Financial Resources from Grant No. 12230030

#### List of Events:

Total approved sum: €10,000.00

#### 1 A joint program for the students of the two institutions in Slovakia (Event-Private), Sládkovičovo, SK

08/03/2023–10/03/2023

We organize joint three-day programs for the students of the two schools, so that the children get to know each other and each other's culture - since we are mainly talking about children of Hungarian nationality in Slovakia and German nationality in Hungary. Another goal is to create lasting friendships from the acquaintance. During the three days, the following specific programs will take place: Day 1 – travel to Sládkovičovo, visiting the Monostori Fortress in Komárno, getting to know the sights of Sládkovičovo, commemorating the resettlement and the historical event of 1848, playful competitions, quizz Day 2 - bus trip to the capital of Slovakia, sightseeing in Bratislava, dance hall with the participation of the school's zither band Day 3 - class visit at the elementary school in Sládkovičovo, playing sports together, journey home.

##### Direct target groups:

Children/students/youth + Accompanying adults: 46

Selection/outreach:

#### 2 A joint program for the students of the two institutions in Hungary (Event-Private), Nemesnádudvar, HU

07/06/2023–09/06/2023

We are organizing a three-day joint program for the students of the school so that the children, who already met each other in March, can deep their friendship. Another goal is for the partnership between the two educational institutions to become permanent, and for visits and joint programs to be organized regularly. During the three days, we are planning the following specific programs: Day 1 - travel to Nemesnádudvar, getting to know the settlement (Nemesnádudvar), visiting the local history collection, Swabian dance hall Day 2 - class visit at the elementary school in Nemesnádudvar, visiting the birthplace of Sándor Petőfi and the Memorial museum in Kiskőrös, playing sports together Day 3 - tour on the educational trail, travel by Gemenc light railway, journey home.

##### Direct target groups:

Children/students/youth + Accompanying adults: 46

Selection/outreach:

Done in Bratislava, on 09/01/2023

Signature of the Fund's statutory representative



Základná škola  
s materskou školou Sándora Petőfiho  
s vyučovacím jazykom maďarským  
Petőfi Sándor Alapiskola és Óvoda  
925 21 SLÁDKOVIČOVO - DIÓSZEG

Signature of the Grantee's statutory representative



## Attachment 2

### to the Contract on the Provision of Financial Resources from Grant No. 12230030

#### NOTIFICATION ON PERSONAL DATA PROCESSING ACCORDING TO ART. 14 OF THE GDPR

To: All applicants/touched person from the project under serial No. 12230030

The International Visegrad Fund, with registered address: Hviezdoslavovo námestie 9, 811 02 Bratislava, Slovak Republic, ID No.: 36060356 (hereinafter as the "Fund"), hereby informs you—the applicant—that the Fund, processes and stores personal data which results from your attendance of the project which is financed/co-finance by the Fund including personal data on in material provided together with application (hereinafter as the "personal data") for evaluation of Project realization due to legitimate interests of the Fund in accordance with respective legislation in electronic form by automatic processing and/or in printed form by nonautomatic processing.

The Fund in accordance with Article 14 of General Data Protection Regulation hereby informs you that:

a) identity and contact details of the Fund are the identity and the contact details of the personal data controller;
b) the Fund did not appoint data protection officer;
c) the Fund process the personal data due (i) the legitimate interests of the Fund on this personal data processing as legal basis;
d) your personal data comes from Primary school with nursery school of Sándor Petőfi with Hungarian language of education and all your personal data provided together with the application shall be concerned;
e) as recipient of the personal data shall be understood the Fund, organizations of the Fund's establishing countries which are respective to control and supervision above the Fund and by them authorized persons, respectively potential sub-suppliers, i.e., their data processors and associated partners;
f) the Fund may transfer personal data to other countries of EU/EEA and/or publish the personal data;
g) personal data are archived for period of evaluation of Project, trough the period of its existence and 5 years after its finalization. After these terms the data shall be erased or anonymized;
h) the Fund legitimate interest to process the personal data is to evaluate Project and supervise correct usage of provided financial support;

You have a right (on request):

a) to be informed about processed personal data;
b) to access to processed personal data;
c) to control processed personal data and right to its rectification of the personal data in case are the personal data is incorrect;
d) to erase (in accordance with law) processed personal data;
e) for to restriction (in accordance with law) processing of personal data processing;
f) to object personal data processing as well to data portability;
g) to withdraw consent (in case of processed based on consent) at any time;
h) to lodge a complaint with supervisory authority; Fund hereby informs you that provision of personal data is based on legitimate interests of the Fund. In case such personal data shall not be provided, the Fund would not be able to evaluate the Project and so to provide financial support of the Project.

Confirmed reception by: KATALIN TAVARIS (name and signature of the applicant)

Základná škola  
s materskou školou Sándora Petőfiho  
s vyučovacím jazykom maďarským  
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