

**Contract on the Provision of Financial Resources  
from the International Visegrad Fund's  
Visegrad University Studies Grant No. ....  
(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:	Tatra Banka, a.s.
Bank seat:	Hodžovo nám. 3, 811 06 Bratislava, SK
Bank account No.:	2936000250/1100
IBAN:	SK29 1100 0000 0029 3600 0250
SWIFT/BIC:	TATRSKBX

Represented by xxxxx, (Deputy) Executive Director

hereinafter referred to as the "**Fund**"

**and**

**1.2 GRANTEE**

Name of the University in its native language:  
Name of the University in English: .....  
Organizational Unit: .....  
Coordinator: .....  
Address: .....  
Identification No.: .....  
Bank: .....  
Address of the bank: .....  
IBAN Bank Account No.: .....  
SWIFT/BIC: .....

Represented by (name): .....  
position: .....

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 ....., 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 ....., under serial No. ....., 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 ..... 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 ..... 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 ..... 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 ..... 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 ..... 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 5% 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 The University shall use the Grant according to the Budget in an efficient and cost-effective way.
- 6.4 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.
- 6.5 The Grant cannot be used for:
- a) capital investments,
  - b) VAT refund for Universities who request VAT compensation from local authorities,
  - c) the University'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) 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.)

## **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.

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](http://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](http://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
  - b) 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
  - c) 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 enrollment 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 enrollment 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 enrollments 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 enrollment 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 .../.../.....

.....  
International Visegrad Fund  
statutory representative

.....  
University  
statutory representative

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

**Budget**

Total subsidy from the Fund amounts to: EUR .....

Type of cost item	Unit name	Unit description	Unit cost	No. of units	Total
<b>1<sup>st</sup> enrollment</b>					
Fees for experts (guest lecturers)					
Accommodation and board					
Transportation costs					
Translation and interpreting costs					
Promotional material and publications					
Preparation and publishing of scriptum /reader					
Website design and update					
Building a library (to the course/program)					
Field trips, workshops					
Other materials					
Overhead					
<b>Subtotal</b>					
<b>2<sup>nd</sup> enrollment</b>					
Fees for experts (guest lecturers)					
Accommodation and board					
Transportation costs					
Translation and interpreting costs					
Promotional material and publications					
Preparation and publishing of scriptum /reader					
Website design and update					
Building a library (to the course/program)					
Field trips, workshops					
Other materials					
Overhead					
<b>Subtotal</b>					
<b>3<sup>rd</sup> enrollment</b>					
Fees for experts (guest lecturers)					
Accommodation and board					
Transportation costs					
Translation and interpreting costs					
Promotional material and publications					
Preparation and publishing of scriptum /reader					
Website design and update					
Building a library (to the course/program)					
Field trips, workshops					
Other materials					
Overhead					
<b>Subtotal</b>					
<b>TOTAL</b>					

Done in Bratislava, on .../.../.....

.....  
International Visegrad Fund  
statutory representative

.....  
University  
statutory representative