

CONTRACT FOR THE PROVISION OF FINANCING - MOBILISE

CZECH TECHNICAL UNIVERSITY IN PRAGUE

Business ID No.: 68407700

with registered office at Jugoslávských partyzánů 1580/3, 160 00 Prague 6 - Dejvice
represented by doc. RNDr. Vojtěch Petráček, CSc., Rector

(hereinafter the "**Provider**")

and

[TO BE COMPLETED]

Business ID No.: [TO BE COMPLETED]

TAX ID No.: [TO BE COMPLETED]

with registered office at [TO BE COMPLETED]

represented by [TO BE COMPLETED]

ref. [TO BE COMPLETED] at [TO BE COMPLETED]

Account number: [TO BE COMPLETED]

IBAN: [TO BE COMPLETED]

SWIFT: [TO BE COMPLETED]

Name and address of the bank: [TO BE COMPLETED]

(hereinafter the "**Beneficiary**")

(the Provider and the Beneficiary hereinafter jointly the "**Parties**")

entered into this financing contract (hereinafter the "**Contract**") on the date given below:

1. SUBJECT OF THE CONTRACT

- 1.1 The subject of the Contract is the provision of financial support to the Beneficiary for the purpose of implementing the project in accordance with the specifications contained in the Project Technical Description, which forms an integral part of the Contract as its Annex 1 (hereinafter the "**Project**" and the "**Project Technical Description**") and under the terms and conditions set out in more detail in the Contract (hereinafter "**Financial Support**").
- 1.2 The Contract is concluded on the basis of the results of the evaluation of the funding application submitted by the Beneficiary to the PoliRuralPlus **Mobilise** Open Call announced by the Provider on XXrd January 2025 (hereinafter the "**Call**") within the framework of project No. 101136910 - PoliRuralPlus (hereinafter "**PoliRuralPlus**") funded by the European Research Executive Agency (hereinafter the "**REA**") under the powers delegated by the European Commission.

- 1.3 During the implementation of the Project and the performance of the Contract, the Beneficiary shall make all efforts that can be reasonably required of it to prevent a breach of the PoliRuralPlus Project Grant Agreement concluded, *inter alia*, between the REA and the Provider, which (without annexes of a confidential nature) forms Annex 4 to the Contract (hereinafter the "**Grant Agreement**") by the Provider in connection with the implementation of the Project and the performance of the Contract. Should the Beneficiary become aware of a risk of a breach of the Grant Agreement in connection with the implementation of the Project and/or the performance of the Contract, the Beneficiary shall inform the Provider thereof without undue delay. This provision will not apply to the extent that such potential breach or threatened breach cannot be inferred from the Grant Agreement without its annexes.

2. PROJECT IMPLEMENTATION

- 2.1 The Beneficiary shall implement the Project, including all its component parts, in person, at his/her own responsibility, in accordance with legal regulations, the conditions of the Contract and the Rules for Financial Support Applicants under the Call, which form an integral part of the Contract as its Annex 2 (hereinafter the "**Rules for Applicants**"). In the event of a conflict between the Rules for Applicants and the Contract, the Contract will prevail.
- 2.2 The implementation of the Project or any part thereof through subcontractors is prohibited without exception.
- 2.3 The Beneficiary shall adhere to the schedule set out in the Project Technical Description, including the individual implementation milestones (hereinafter the "**Milestones**") and deliver the intermediate outputs (hereinafter the "**Outputs**") as specified in the Project Technical Description.
- 2.4 The Beneficiary shall submit to the Provider interim reports on the progress of implementation of the Project, including the technical implementation and an overview of the costs incurred, in the form, format and scope as required by the Provider (hereinafter the "**Reports**").
- 2.5 The Provider shall, to the extent it deems appropriate, based on the Reports and on other information it obtains about the Project:
- 2.5.1 offer support in the financial area, *inter alia*, in relation to monitoring the financial health of the Project, the financial management of the Project, the correct implementation of the budget and the eligibility of Project expenditure; and
- 2.5.2 offer support in the area of administration of the Project.
- 2.6 The Beneficiary undertakes, to the extent that may be reasonably required, to participate in meetings, discussions, workshops and networking and other events organised in connection with the Project and/or the PoliRuralPlus project and, to the extent required by the Provider, CCSS, Plan4all (as defined below) and REA, and to be active there, e.g. by presenting the Project or participating in discussions with other beneficiaries.
- 2.7 The Beneficiary undertakes:
- 2.7.1 to implement the Project in a proper and timely manner in accordance with the Contract and in accordance with the Project Technical Description; and
- 2.7.2 to use the Financial Support in accordance with the Contract and in accordance with the Project Technical Description for the purpose of the proper and timely implementation of the Project.

- 2.8 The implementation of the Project is completed by the acceptance of the Project by a panel formed at the Provider's discretion of persons on the Provider's side, the Plan4all z.s. association, business ID No.: 036 98 416, with registered office at K Rybníčku 557, 330 12 Horní Bříza, ref. L 7136, registered at the Regional Court in Pilsen (hereinafter "**Plan4all**"), and the Czech Centre for Science and Society, business ID No.: 684 06 614, with registered office at Radlická 663/28, Smíchov, 150 00 Prague 5, ref. L 58840 registered with the Municipal Court in Prague (hereinafter "**CCVS**", a panel consisting of persons on the Provider's side, Plan4all and CCVS hereinafter the "**Panel**"). The Beneficiary expressly agrees with the participation of Plan4all and CCSS in the acceptance of the Project, and undertakes to make available to the Panel all documentation and all Outputs necessary for the assessment of the implementation of the Project. The acceptance process is completed by the issuing of an acceptance record (hereinafter the "**Acceptance**" and "**Acceptance Record**"). The Provider shall deliver the Acceptance Record to the Beneficiary.
- 2.9 Acceptance is conditional on the proper implementation of the Project by the Beneficiary in accordance with the Contract, including the making available of all Outputs and Reports in a timely manner. If Acceptance is not performed for the Project, the Panel shall prepare a report containing the reasons for non-acceptance. Depending on the severity of the reasons for non-acceptance, the Provider shall invite the Beneficiary to remedy the situation within a reasonable period of time set by the Provider, alternatively the Provider shall proceed in accordance with Article 14 and/or 15 of the Contract.

3. PROVIDING FINANCIAL SUPPORT

- 3.1 Financial Support will be provided as a reimbursement of the costs incurred by the Beneficiary for the implementation of the Project, and as a lump sum.
- 3.2 Financial Support will be provided in the form of a one-off financial performance to be provided to the Beneficiary upon issuance of the Acceptance Record.
- 3.3 The Financial support will be provided in the amount of EUR **[TO BE COMPLETED]**.
- 3.4 The Parties acknowledge and understand that, in accordance with the terms and conditions of the PoliRuralPlus project:
- 3.4.1 the maximum amount of support to be granted to the selected applicant under the Call is EUR 10,000; and
- 3.4.2 the maximum total amount of support to be granted to the selected applicant under all PoliRuralPlus project calls is EUR 60,000; therefore, the amount of the Financial Support within the meaning of Article 3.3 of the Contract, increased by all amounts similar to the Financial Support paid to the Beneficiary under other PoliRuralPlus project calls will under no circumstances exceed this maximum amount of support.
- 3.5 If, despite the restriction pursuant to Article 3.4.2, the limit specified therein is exceeded, the Beneficiary shall inform the Provider thereof in writing without undue delay. The Beneficiary shall return the part of the Financial Support exceeding the relevant limit at the Provider's request and within the time limit specified therein. In the event of default, the Beneficiary shall pay the Provider default interest at the rate set by the European Central Bank for its main refinancing operations applicable on the first day of the month in which the deadline for repayment of the relevant part of the Financial Support in euros expired, plus a margin of 3.5%.
- 3.6 The Financial Support will be provided by bank transfer to the Beneficiary's bank account specified in the header of the Contract or to another bank account of the Beneficiary, which the

Beneficiary shall notify to the Provider in writing no later than 5 calendar days from the date of issuance of the Acceptance Record, and this within 30 calendar days counted from the date of issuance of the Acceptance Record.

4. DECLARATION BY THE BENEFICIARY

4.1 The Beneficiary represents and warrants as follows:

- 4.1.1 The Beneficiary - a natural person - has full legal capacity and is fully qualified, the Beneficiary - a legal entity - is an entity duly constituted under the law of the state of its formation and existing under the law of the state of its registered office;
- 4.1.2 The Beneficiary is authorised (i) to enter into the Contract, (ii) to perform its obligations and debts under the Contract, (iii) to implement the Project in accordance with the Contract;
- 4.1.3 The Beneficiary has obtained all necessary third-party consents required to enter into the Contract and to perform the Beneficiary's obligations and debts under the Contract;
- 4.1.4 The Beneficiary meets the eligibility conditions set out in Article 2 of the Rules for Applicants;
- 4.1.5 The Beneficiary is not bankrupt or threatened with bankruptcy within the meaning of Section 3 of Act No. 182/2006 Coll., the Insolvency Act, as amended, or a similar law in force in the state of the Beneficiary's registered office. No (i) insolvency petition or (ii) petition for judicial enforcement of a decision, an enforcement petition or similar petition in the relevant jurisdiction or under previously applicable Czech legislation has been filed against the Beneficiary, and (iii) no tax execution is pending under Act No. 280/2009 Coll, the Tax Code, as amended, or under a similar law in force in the state of the Beneficiary's registered office, and (iv) there is no auction under way under Act No. 26/2000 Coll., on Public Auctions, or a similar law in force in the state of the Beneficiary's registered office;
- 4.1.6 The Beneficiary has not committed any act or omission that would render the Contract invalid or that could jeopardise or call into question its validity;
- 4.1.7 The Beneficiary is not in default in the performance of any of its obligations under Act No. 37/2021 Coll., on the registration of beneficial owners, or any similar law in force in the state of the Beneficiary's registered office;
- 4.1.8 The Beneficiary is not a person who may not be provided with financial support within the meaning of Act No. 69/2006 Coll., on the implementation of international sanctions, as amended, Act No. 1/2023 Coll., the Sanctions Act, as amended, Council Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended, or other applicable legislation by which the Provider is bound;
- 4.1.9 The Beneficiary does not have a conflict of interest in relation to the Provider or any persons on the Provider's side involved in the evaluation of applications under the Call or in the provision of the Financial Support or in relation to other Project Beneficiaries (within the meaning of "Beneficiaries (BEN)" as defined in the Grant Agreement) and their affiliated entities, whether for family reasons, for reasons of emotional ties, for reasons of political or national affinity, for reasons of economic interest or for other direct or indirect personal interest, which would or could jeopardise the impartial and objective

performance of the Provider's activities in connection with the implementation of the PoliRuralPlus project;

(hereinafter the "**Beneficiary's Declarations**").

- 4.2 The Beneficiary's Declarations pursuant to Article 4.1 of the Contract and other declarations identified as the Beneficiary's Declarations under the Contract must remain true and complete throughout the term of the Contract. In the event that any of the Beneficiary's Declarations become false or incomplete at any time during the term of the Contract, even temporarily, the Provider is entitled to apply the procedures set out in Articles 14 and/or 15 of the Contract in relation to the Beneficiary.

5. ELIGIBILITY OF COSTS

- 5.1 Eligible costs are costs that cumulatively meet the eligibility criteria (hereinafter "**Eligible Costs**").
- 5.2 The Financial Support is provided to cover Eligible Costs. Costs incurred by the Beneficiary in connection with the Project that are not Eligible Costs cannot be covered by the Financial Support.
- 5.3 Costs meet the eligibility criteria if they cumulatively meet the following obligations:
- 5.3.1 they have been listed by the Beneficiary within the budget categories of the Project Technical Description;
 - 5.3.2 they were incurred between the effective date of the Contract and the date of issue of the Acceptance Record;
 - 5.3.3 they were incurred in accordance with the Project Technical Description, including individual Milestones, in direct connection with the implementation of the Project, and were necessary for the implementation of the Project;
 - 5.3.4 the Project has been duly implemented in accordance with the Project Technical Description and an Acceptance Record has been drawn up.
- 5.4 The Beneficiary acknowledges and agrees that the eligibility of Eligible Costs will be assessed and finally determined by the Provider, also according to the rules set out in the Grant Agreement, in particular in Article 6 thereof.
- 5.5 If the Provider considers, in particular on the basis of the findings of the Audit (as defined below), that any costs claimed by the Beneficiary are not Eligible Costs, it will deduct the relevant ineligible costs from the total amount of costs claimed by the Beneficiary and reduce the amount of the Financial Support provided accordingly. In the event that the discovery of ineligibility of costs is made after the granting of the Financial Support, the Provider will call the Beneficiary in writing to return the relevant part of the Financial Support. The Beneficiary shall return the relevant part of the Financial Support within the deadline specified in the Provider's call. In the event of default, the Beneficiary shall pay the Provider default interest at the rate set by the European Central Bank for its main refinancing operations applicable on the first day of the month in which the deadline for repayment of the relevant part of the Financial Support in euros expired, plus a margin of 3.5%.

6. INTELLECTUAL PROPERTY

- 6.1 The Beneficiary grants to the Provider a non-exclusive, perpetual, royalty-free license to use all works of authorship created by the Beneficiary in connection with the implementation of the Project (hereinafter the "**Beneficiary's Intellectual Property**"), to the fullest extent possible, including, but not limited to, the following rights:
- 6.1.1 the right of use for the Provider's own purposes, in particular for the purposes of implementation of any further stages of the PoliRuralPlus project and follow-up projects, and for the purposes of making the Beneficiary's Intellectual Property available to any persons, including bodies, institutions, authorities, agencies and other similar entities of the European Union and Member States of the European Union;
 - 6.1.2 the right to copy or reproduce it in unlimited numbers, in whole or in part;
 - 6.1.3 the right to communicate it to the public in any form, through any channel, including communication through press information services and inclusion in widely accessible databases and registries, whether the whole or part of the Beneficiary's Intellectual Property;
 - 6.1.4 the right to modify or redesign the Beneficiary's Intellectual Property, including, but not limited to, shortening, summarising, inserting additional elements (e.g. metadata, legends, other graphic, visual, audio and textual elements), extracting parts (e.g. audio and video files), splitting into parts, using in compilations, and combining the Beneficiary's Intellectual Property or any part thereof with other works;
 - 6.1.5 the right to translate it;
 - 6.1.6 the right to store it in paper, electronic and other forms;
 - 6.1.7 the right to archive it in accordance with the applicable document management rules;
 - 6.1.8 the right to authorise third parties to act on behalf of the Provider in relation to the Beneficiary's Intellectual Property, and to grant sub-licenses to third parties to the extent of the license granted by this Article 6.1;
 - 6.1.9 the right to process, analyse, and aggregate the materials, documents and information received, and to create derivative works.
- 6.2 The Beneficiary declares that:
- 6.2.1 the Beneficiary is entitled to exercise property rights in relation to all copyright works related to the Project, which are employee works within the meaning of Section 58 of Act No. 121/2000 Coll., the Copyright Act, as amended, and similar works within the meaning of copyright legislation that applies to the Beneficiary (hereinafter "**Employee Works**") and has received, or will receive, permission from the authors to assign the right to exercise property rights to the Provider at the latest as of the date of creation of the relevant Employee Work; and
 - 6.2.2 the Beneficiary is entitled to exercise the property rights in relation to all copyright works related to the Project that are collective works within the meaning of Section 59 of Act No. 121/2000 Coll., the Copyright Act, as amended, and similar works within the meaning of copyright legislation that applies to the Beneficiary (hereinafter the "**Collective Works**");

these declarations are Beneficiary's Declarations.

- 6.3 The Beneficiary grants the Provider a license to use Employee Works and Collective Works to the extent provided in Article 6.1 of the Contract.
- 6.4 The Beneficiary is entitled to grant non-exclusive licenses to use the Beneficiary's Intellectual Property, Employee Works and Collective Works to third parties only if the granting of such licenses will not result in a breach of the Beneficiary's obligations under the Contract or jeopardise the implementation of the Project or other stages of the PoliRuralPlus project. Until the end of the PoliRuralPlus project, the Beneficiary shall inform the Provider of any intention to grant a license to use the Beneficiary's Intellectual Property, an Employee Work or a Collective Work, and is not entitled to grant such a license without the Provider's express written consent. The Beneficiary acknowledges that, until the end of the PoliRuralPlus project, the granting of the Provider's consent may be subject to the REA's approval.

7. DUTY OF CONFIDENTIALITY

- 7.1 The Beneficiary agrees to maintain confidentiality regarding all data, information, documents and any other materials, regardless of the form, if marked in writing as sensitive (hereinafter "**Sensitive Information**"), for a period of 5 years after the last part of the Financial Support has been provided. The Beneficiary is entitled to use Sensitive Information only in a manner necessary for the implementation of the Project.
- 7.2 The Beneficiary undertakes to ensure that all its employees are bound by the duty of confidentiality in accordance with Article 7.1 of the Contract.
- 7.3 The duty of confidentiality set forth in Article 7.1 of the Contract does not apply to
- 7.3.1 disclosure of Sensitive Information to which the Provider has given its express written consent;
 - 7.3.2 disclosure of Sensitive Information not in breach of the duty of confidentiality of the Beneficiary, the Provider or any other third party;
 - 7.3.3 disclosure of Sensitive Information to the Beneficiary's expert advisers, provided that such advisers are bound by the duty of confidentiality at least to the extent provided for in Article 7.1 of the Contract;
 - 7.3.4 the use of Sensitive Information in a manner required by European, international or national law.
- 7.4 If there is a breach of the duty of confidentiality pursuant to Article 7.1 of the Contract by any person who has obtained Sensitive Information from the Beneficiary, this will be deemed a breach of the duty of confidentiality pursuant to Article 7.1 of the Contract by the Beneficiary.
- 7.5 Without prejudice to any other provision of this Article 7 of the Contract, the Beneficiary is entitled to disclose Sensitive Information to any person only to the extent strictly necessary for the performance of its obligations under the Contract and the pursuit of its legitimate objectives ("*need to know basis*").
- 7.6 The Beneficiary shall handle classified information in accordance with applicable EU, international and national regulations on classified information, in particular Commission Decision (EU) No. 2015/444 on the security rules for protecting EU classified information, and its implementing regulations. The handling of classified information within the framework of implementation of the Project is possible only on the basis of the explicit consent of the REA and in a manner approved

by the REA. The disclosure of classified information to third parties is only possible with the express written consent of the REA.

8. ETHICAL RULES

- 8.1 The Beneficiary undertakes to implement the Project in accordance with the highest ethical standards and applicable European, international and national law governing the principles of ethics.
- 8.2 The Beneficiary undertakes to respect and ensure respect for the fundamental values of the EU, such as respect for the right to human dignity, physical and psychological integrity of persons, freedom, democracy, equality, the rule of law, respect for human rights, including the protection of minorities and the right to protection of personal data.
- 8.3 The Beneficiary shall take all measures in connection with the implementation of the Project to protect the environment and ensure a high level of protection of human health.
- 8.4 The Beneficiary shall take all measures in connection with the implementation of the Project to promote equal opportunities for men and women and to strive as far as possible for gender balance at all levels of staff responsible for the implementation of the Project, including managers and executives.
- 8.5 Financial Support cannot be granted for activities that are illegal in all EU Member States or for activities that are illegal in the Czech Republic.
- 8.6 The Beneficiary shall ensure that the activities under the Project
 - 8.6.1 have not led to the cloning of humans for reproductive purposes;
 - 8.6.2 were not intended to alter the genetic inheritance of human beings in a way that could make such alterations hereditary (except for research on the treatment of gonadal cancer);
 - 8.6.3 were not intended to create human embryos solely for the purpose of research or for the purpose of obtaining stem cells, including the transfer of somatic cell nuclei; and
 - 8.6.4 did not lead to the destruction of human embryos (for example, for the purpose of obtaining stem cells); and
 - 8.6.5 did not involve research on human embryos or human embryonic stem cells without the express written consent of the REA;
 - 8.6.6 were not intended for non-civilian purposes.
- 8.7 The Beneficiary shall comply with the principles set out in the Commission Recommendation of 11 March 2005 on the European Charter for Researchers and on a Code of Conduct for the Recruitment of Researchers, in particular as regards working conditions and a transparent recruitment process based on merit and career development. The Beneficiary shall instruct all its employees involved in the implementation of the Project on these principles.
- 8.8 The Beneficiary shall comply with the basic principles of research integrity in accordance with the European Code of Conduct for Research Integrity, in particular the principles of
 - 8.8.1 reliability in ensuring the quality of research, reflected in the design, methodology, analysis and use of resources

- 8.8.2 integrity in developing, conducting, reviewing, reporting and communicating research in a transparent, fair and equitable manner
 - 8.8.3 respect for colleagues, research participants, society, ecosystems, cultural heritage and the environment;
 - 8.8.4 responsibility for research from idea to publication, for its management and organisation, for training, supervision and mentoring, and for its wider impacts.
- 8.9 The Beneficiary shall ensure that persons carrying out research tasks adhere to good research practice, including ensuring - as far as possible - the openness, reproducibility and demonstrability of research tasks and avoiding breaches of integrity as set out in the European Code of Conduct for Research Integrity.
- 8.10 Activities raising ethical issues must be carried out in accordance with additional conditions formulated by an ethics panel. Prior to the commencement of an activity that raises ethical issues, the Beneficiary shall obtain from the relevant ethics committees and public authorities all necessary approvals, permits and other mandatory documentation required for the performance of the activity.
- 8.11 The Beneficiary shall keep a file on the research carried out, and retain all the documentation relating to the research carried out. The Beneficiary shall make this file available to the Provider upon the Provider's request, and grant the Provider prior approval to make such file available to the REA. Any materials contained in the file not in English must be made available together with a summary in English, including at least a statement that the documents made available relate to the research being conducted and that all the necessary consents and permissions have been obtained.

9. PUBLICITY

- 9.1 The Beneficiary shall provide the Provider with all assistance that may be reasonably requested of the Beneficiary in connection with the promotion of the Project and its results.
- 9.2 The Beneficiary shall visibly state, in all communications and on all communication materials related to the Project, regardless of their form, method of dissemination and target group, as well as on all infrastructure, equipment, vehicles and supplies related to the Project, on all essential partial and all final Outputs of the Project, the fact that the Project is co-financed by the European Union, and mark it with the flag of the European Union and a declaration of funding from European Union sources (translated into the local official language, if appropriate) (hereinafter the "**Graphic**") in the form pursuant to Article 17 of the Grant Agreement.
- 9.3 The Beneficiary shall comply with the following principles when using the Graphic:
- 9.3.1 The Graphic must be used exclusively in the form specified in the Graphic Manual; in particular, the Beneficiary is not entitled to modify, deform or add any characters, symbols or text to the Graphic in any way, except for the characters, symbols and text specified in the Graphic Manual;
 - 9.3.2 with the exception of the Graphic, no other graphic material may be used to publicise or promote the Financial Support from European Union sources;
 - 9.3.3 The Graphic must be used in a way that preserves its clarity, legibility and separability from other graphic material, including in particular other logos;

- 9.3.4 if the Graphic is used in conjunction with other logos (e.g. logos of the Beneficiary, Provider or other sponsors), the Graphic must be used in such a way that it is at least as prominent and visible as such other logos.
- 9.4 The Beneficiary is not authorised to use the Graphic in any manner other than as set forth in Article 9 of the Contract without the express written permission of the REA.
- 9.5 The Beneficiary shall not take any steps to infringe any intellectual property rights associated with the Graphic, in particular shall not take any steps to appropriate the Graphic or any other similar trademarks or logos, whether through registration or otherwise.
- 9.6 The Beneficiary shall maintain the good reputation of the European Union institutions and bodies, the REA and the Provider in all communications related to the Project. All communications by the Beneficiary related to the Project must be factually correct, truthful and not misleading. All communications by the Beneficiary related to the Project must be accompanied by the following statement, translated into the local official language, if applicable:

“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or REA. Neither the European Union nor the granting authority can be held responsible for them.”

10. INFORMATION DUTY

- 10.1 The Beneficiary shall submit any information at any time upon request of the Provider in order to verify (i) the eligibility of costs or the incurring of declared costs, (ii) the proper implementation of the Project, and (iii) the Beneficiary's compliance with its obligations under the Contract. The information provided by the Beneficiary under the preceding sentence must be correct, complete, accurate and provided in any format requested by the Provider.
- 10.2 The Beneficiary agrees that the Provider will keep all data about the Beneficiary related to the performance of the Contract and the implementation of the Project for a period of 5 years from the date the last part of the Financial Support is provided.
- 10.3 The Beneficiary shall immediately notify the Provider of:
- 10.3.1 events that may affect the implementation of the Project or cause delays in the implementation of the Project compared to the Schedule or affect the financial interests of the European Union, in particular changes in the legal, financial, technical, organisational or ownership situation of the Beneficiary, including changes in the information provided in any affirmations or other documents made available by the Beneficiary to the Provider as part of the application for Financial Support;
- 10.3.2 circumstances that could influence the decision to grant Financial Support or the performance of the Beneficiary's obligations under the Contract.

11. ARCHIVING

- 11.1 The Beneficiary shall maintain, at least until the expiration of a period of 5 years from the date of provision of the last part of the Financial Support, adequate records and supporting documentation to demonstrate (i) consistent and objective cost accounting, regardless of the source of funding; and (ii) compliance with the cost eligibility requirements within the meaning of Article 5 of the Contract.

12. COOPERATION WITH INSPECTIONS, EVALUATIONS, AUDITS AND INVESTIGATIONS

- 12.1 The Beneficiary acknowledges that the Provider, the REA and other European Union bodies and entities (incl. the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO) and the European Court of Auditors (ECA)) are authorised to carry out inspections under applicable European Union regulations (hereinafter the "**Authorised Persons**") at any time during the PoliRuralPlus project and after its completion until the expiration of a period of 5 years after the last part of the Financial Support was granted, to carry out checks on the proper implementation of the Project and the use of the Financial Support, including internal inspections, evaluations of the Project, audits and other investigations (hereinafter "**Checks**"), and expressly consents to the performance of Checks within the scope defined in this Article. 12, and undertakes to provide the Authorised Persons with all assistance in carrying out such Checks.
- 12.2 The Authorised Persons are authorised to carry out the Checks through, or with the participation of, external or internal experts of their choice. In the event of a Check involving external experts, the Beneficiary has the right to be informed of the involvement of external experts and to raise objections regarding trade secrets and conflict of interest.
- 12.3 The Beneficiary shall make available to the Authorised Persons, including any external experts, all premises which the Authorised Persons consider relevant for the performance of Checks.
- 12.4 The Beneficiary shall provide the Authorised Persons, including any external experts, with correct, complete and accurate information that the Authorised Persons consider relevant for the performance of Checks, and in any format requested by the Authorised Persons.
- 12.5 Findings made during Checks may lead to the application of the procedures set out in Articles 14 and/or 15.2 of the Contract. Findings of systemic or repeated errors, irregularities, and cases of breach or fraud may affect other European Union funding drawn down by the Beneficiary and, under the conditions laid down in the applicable provisions of European Union and national law applicable to the Beneficiary, may result in criminal prosecution.

13. PERSONAL DATA PROTECTION

- 13.1 To the extent that each Party is a controller or processor of personal data, such Party shall process personal data in connection with the implementation of the Project in accordance with applicable European, international and national data protection laws, in particular Regulation (EU) No. 2016/679 of 27 April 2016.
- 13.2 The Provider will process the personal data of persons on the side of the Beneficiary to the extent necessary for the performance of the Contract, the implementation of the Project and the PoliRuralPlus project, the performance of the Provider's legal obligations, and for the protection of the Provider's legitimate interests in accordance with the Provider's personal data protection principles available at www.cvut.cz/en/data-processing-and-protection-gdpr. The Provider will process these personal data for the period necessary for the performance of the Provider's rights and obligations under the Contract, but for at least 5 years after the last part of the Financial Support has been provided to the Beneficiary. The Provider is entitled to disclose personal data processed under this Article 13.2 of the Contract to other participants in the PoliRuralPlus project to the extent necessary for the implementation of the PoliRuralPlus project and/or the Project.
- 13.3 The Beneficiary shall ensure that the personal data are:

- 13.3.1 processed lawfully, fairly and transparently in relation to the personal data subjects;
- 13.3.2 collected for specific, explicit and legitimate purposes and are not further processed in a manner contrary to those purposes;
- 13.3.3 processed to an extent that is proportionate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- 13.3.4 accurate and up to date;
- 13.3.5 kept in a form that permits identification of the data subject for no longer than is necessary for the purposes for which the data are processed; and
- 13.3.6 processed in a manner that ensures their adequate security, in particular the Beneficiary shall take (i) measures to prevent unauthorised persons from accessing systems that process personal data; (ii) measures to ensure that only persons with special access rights have access to the personal data; (iii) measures to ensure that the data cannot be read, copied or erased without authorisation when the personal data are transferred; and (iv) other reasonable organisational measures to ensure compliance with legal requirements for the protection of personal data.

14. PENALTIES

- 14.1 In the event of a breach of any provision of the Contract by the Beneficiary (hereinafter a "**Case of Breach**"), the Provider is entitled:
 - 14.1.1 to reduce, at the Provider's discretion, the amount of Financial Support in a manner proportionate to the severity and duration of the Case of Breach; and/or
 - 14.1.2 to postpone the provision of Financial Support until the Case of Breach has been remedied; the Provider is also entitled to postpone the provision of Financial Support if there is reasonable suspicion that a Case of Breach has occurred;

while the Provider is entitled to combine these rights at its discretion.
- 14.2 In the event of the procedure under No. 14.1 of the Contract, the Provider shall inform the Beneficiary in writing of the penalty imposed and justify its imposition.
- 14.3 The liability of the Beneficiary for any damage incurred by the Provider in connection with a Case of Breach is governed by Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "**CC**").

15. TERMINATION OF FINANCIAL SUPPORT

- 15.1 The provision of Financial Support may be terminated prior to Acceptance of the Project at the request of the Beneficiary.
- 15.2 The Provider is entitled to terminate the provision of Financial Support if:
 - 15.2.1 there is a change within the meaning of Article 10.4.1 of the Contract that could significantly affect the implementation of the Project or could call into question the decision to grant Financial Support or breach the principle of equal treatment of applicants under the Call or the principle of no conflict of interest;

- 15.2.2 the implementation of the Project has become impossible, or the continuation of the implementation of the Project could call into question the decision to grant Financial Support or breach the principle of equal treatment of applicants under the Call;
- 15.2.3 the Beneficiary (or a person with unlimited liability for the Beneficiary's debts) is subject to bankruptcy or similar proceedings (including insolvency, liquidation, administration by a liquidator or court, an ordered arrangement with creditors, suspension of business activities, etc.);
- 15.2.4 the Beneficiary (or the person with unlimited liability for the Beneficiary's debts) has breached social security or tax obligations;
- 15.2.5 the Beneficiary (or a person with the authority to represent the Beneficiary, to make decisions or check the Beneficiary's activities, or a person essential to the award of Financial Support/implementation of the Project) has been found guilty of serious professional misconduct;
- 15.2.6 the Beneficiary (or a person with the authority to represent the Beneficiary, to make decisions or check the Beneficiary's activities, or a person essential to the award of Financial Support/implementation of the Project) has committed fraud, corruption or is involved in a criminal organisation, money laundering, terrorism-related offences (including terrorist financing), child labour or human trafficking;
- 15.2.7 The Beneficiary (or a person with the authority to represent the Beneficiary, to make decisions or check the Beneficiary's activities, or a person essential to the award of Financial Support/implementation of the Project) has been established in another jurisdiction with the intention of evading tax, social or other legal obligations in the state of origin, or has established another entity for this purpose;
- 15.2.8 The Beneficiary (or a person with the authority to represent the Beneficiary, to make decisions or check the Beneficiary's activities, or a person essential to the award of Financial Support/implementation of the Project) has committed serious errors, irregularities or fraud in connection with the performance of their obligations under the Contract, or has otherwise seriously breached their obligations under the Contract or the Rules for Applicants or any other rules or conditions of the Call;
- 15.2.9 The Beneficiary (or a person with the authority to represent the Beneficiary, to make decisions or check the Beneficiary's activities, or a person essential to the award of Financial Support/implementation of the Project) has committed, in conjunction with other projects co-financed or financed from European Union resources provided under similar conditions, illegal acts, systemic or repeated errors, irregularities, fraud or serious breaches of obligations having a material impact on the Financial Support provided under the Contract;
- 15.2.10 the REA has terminated the provision of Financial Support for the PoliRuralPlus programme for reasons not attributable to the Provider;

while the assessment of whether these cases have been met is at the discretion of the Provider, which shall act transparently, in a non-discriminatory manner, objectively and with professional care during such assessment.

- 15.3 Without undue delay, but no later than 60 days after the effective date of termination of the provision of Financial Support pursuant to Article 15.1 or 15.2 of the Contract, the Beneficiary shall deliver to the Provider a report on the implementation of the Project (hereinafter the "**Report**") containing data on the costs incurred. Following the Report, the Provider will assess

the achievement of Milestones in the Project and the eligibility of the Beneficiary's costs, and decide on a possible appropriate reduction of the amount of Financial Support. Costs other than those listed in the Report will not be taken into account.

- 15.4 The termination of the provision of Financial Support pursuant to Article 15.2 of the Contract will be without prejudice to the Provider's right to invoke the procedures pursuant to Article 5.4 or Article 14 of the Contract.
- 15.5 The termination of the provision of Financial Support under this Article will be without prejudice to the Beneficiary's other obligations under the Contract, in particular pursuant to Article 6-13 of the Contract.

16. DELIVERY

- 16.1 All communications and notices pursuant to the Contract to be made in writing will be duly signed by a person authorised to act for the relevant Party in the relevant area, unless otherwise provided for elsewhere in the Contract. The respective contact persons of the Parties are listed in Annex 3 to the Contract, which forms an integral part of the Contract.
- 16.2 Any communication or notice made under the Contract will be deemed effective when delivered to a Party by email, in person, or by registered mail to its address set forth in the header of the Contract, or to any other address communicated in writing to the other Party in the manner set forth in this Article 16.
- 16.3 Any communication or notice made under the Contract will be deemed delivered:
 - 16.3.1 if delivery of an email containing such notice or document has been acknowledged by the other Party, at least by way of a read receipt (an automatic server delivery receipt is not sufficient); or
 - 16.3.2 at the moment of delivery or refusal to take delivery if delivered in person or by a postal carrier.
- 16.4 The Parties undertake to keep the contact details set out in the header and in Annex 3 to the Contract up to date throughout the term of the Contract, and to inform each other promptly of any change to these details. The Parties are responsible for the up-to-dateness and, in the case of electronic communication, for the functionality of their contact details.

17. FINAL PROVISIONS

- 17.1 The Contract has been concluded in accordance with Czech law and is governed by the applicable laws of the Czech Republic.
- 17.2 The Parties agree to resolve any disputes arising during the implementation of the Contract by mutual agreement. Should it not be possible to resolve the dispute by agreement, all disputes arising out of and in connection with this Contract shall be settled by a competent court in the Czech Republic under Czech law.
- 17.3 The Contract has been drawn up in Czech and English language versions. In the event of any conflict between the language versions, the Czech version takes precedence.
- 17.4 The Contract becomes valid and effective on the date of its conclusion.

- 17.5 Any amendments and supplements to the Contract must be made in writing.
- 17.6 In the event that any provision becomes invalid, ineffective or unenforceable in whole or in part, yet would be valid, effective and enforceable if a portion thereof were deleted, such provision or portion thereof will be deemed deleted to the extent necessary to make the Contract valid, effective and enforceable as a whole, while preserving as nearly as possible the original economic meaning of the relevant provision. In such a case, the Parties shall, within fifteen days of notice from either Party, replace such invalid, ineffective or unenforceable provision with a provision that best meets the intent of such invalid, ineffective or unenforceable provision.
- 17.7 By way of derogation from Section 1765 of the Civil Code, the Parties agree that if there is a substantial change in circumstances that creates a particularly gross disproportion in the rights and obligations of the Parties, the Beneficiary is not entitled to request the Provider to renegotiate the Contract. The Beneficiary therefore assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the CC.
- 17.8 The Parties hereby exclude the possibility of assignment of the Beneficiary's claims under the Contract to a third party in accordance with Section 1881(1) of the Civil Code.
- 17.9 The Provider is not bound by the Contract or any amendment thereto if the Beneficiary, in the course of entering into the Contract or any related arrangement, makes any changes, additions or deviations that even insubstantially alter the terms of the Contract, the amendment to the Contract or any related arrangement. Section 1740(3) of the CC does not apply. Furthermore, the Provider is not bound by any contract if the acceptance of the offer by the Beneficiary is expressed by an answer that defines the content of the contract in other words. Section 1740(2) of the CC does not apply. The Provider is not bound by any arrangement, even if made in a form other than in writing, and even if subsequently confirmed in writing. Moreover, the Provider is not bound by any arrangement made in other than written form if the confirmation shows any, even insignificant, deviations from the actual agreed content of such arrangement. Section 1757 of the Civil Code does not apply.
- 17.10 The Parties agree not to take into account the practice established between them, business usage, or conduct prior to the conclusion of the Contract when interpreting the Contract. The Parties are bound in their rights and obligations only by the contents of the Contract.
- 17.11 The Beneficiary agrees that the Provider's actions or procedures in connection with the Contract do not create any rights or obligations or claims of the Provider for similar cases in the future.
- 17.12 The Parties agree to the publication of this Contract in the Register of Contracts pursuant to Act No. 340/2015 Coll., on the Register of Contracts, which shall be ensured by the Provider; for the purposes of its publication, the Parties do not consider any of the contents of this Contract or the metadata relating to it to be excluded from publication (except for the Annexes 1-3 which contain the trade secrets of the Provider).
- 17.13 The following annexes form an integral part of the Contract:
- Annex 1 - Project Technical Description
 - Annex 2 - Rules for Applicants
 - Annex 3 - Contact Persons
 - Annex 4 - Grant Agreement (without annexes)
- 17.14 The Contract has been drawn up and signed as two counterparts, one for each Party to the Contract.

17.15 The Parties declare that they have entered into the Contract according to their true and free wills, that they have read the Contract properly and attentively, that they agree with its contents, and they confirm this with their handwritten signatures.

In Prague on _____

PROVIDER:

Czech Technical University in Prague
doc. RNDr. Vojtěch Petráček, CSc., Rector

In _____ on _____

BENEFICIARY:

[TO BE COMPLETED]
[TO BE COMPLETED], [TO BE
COMPLETED]