

CONTRACT FOR THE PROVISION OF FINANCING - DEVELOP

Czech Technical University in Prague

ID No. 68407700

with registered office at Jugoslávských partyzánů 1580/3, 160 00 Prague 6 - Dejvice

represented by prof. Ing. Zbyněk Škvor, CSc.

(hereinafter referred to as the "**Provider**")

and

[TO BE ADDED]

ID No.: [TO BE ADDED]

VAT No.: [TO BE ADDED]

with registered office at [TO BE ADDED]

represented by [TO BE ADDED]

File No. [TO BE ADDED] administered by [TO BE ADDED]

account number: [TO BE ADDED]

IBAN: [TO BE ADDED]

SWIFT: [TO BE ADDED]

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

(hereinafter referred to as the "**Coordinator**")

and other beneficiaries within the team of which the Coordinator is the coordinator who have granted the Coordinator a power of attorney to represent and conclude this Contract, as specified in Annex 5

(The Provider and the Coordinator, together with the other beneficiaries specified in Annex 5, are hereinafter collectively referred to as the "**Parties**")

have entered into this Financing Contract (hereinafter referred to as the "**Contract**") on the date set out below:

1. SUBJECT OF THE CONTRACT

- 1.1 The Coordinator shall be the coordinator of the team of beneficiaries (hereinafter referred to as the "**Team**"), and the authorization granted by the other members of the Team to the Coordinator shall form an integral part of this Contract as Annex 6 hereto (the Coordinator and the other members of the Team are hereinafter collectively referred to as "**Beneficiaries**" or individually as a "**Beneficiary**"). The Team shall be a community composed of Beneficiaries and formed for the purpose of the proper implementation of the Project as specified below; for the avoidance of doubt, the Parties declare that the legal personality is that of the individual Beneficiaries and not that of the Team as a whole.
- 1.2 The subject of this Contract is the provision of financial support to the Beneficiaries for the purpose of implementing the Project in accordance with the specifications contained in the Technical Description of the Project, which forms an integral part of this Contract as Annex No. 1 hereto (hereinafter referred to as the "**Project**" and the "**Technical Description of the Project**") and under the terms and conditions set out in more detail in this Contract (hereinafter referred to as the "**Financial Support**"). Part of the Technical Description of the Project is the determination of the share of each Beneficiary in the total Financial Support, i.e. the distribution of the Financial Support by the Coordinator among the individual Beneficiaries. An integral part of this Contract, as Annex 5, is also the form of identification of individual members of the Team (Beneficiaries),

which also contains the determination of the partial budget in relation to each of the Beneficiaries, i.e. the partial part of the Financial Support intended for individual Beneficiaries.

- 1.3 This Contract is concluded on the basis of the results of the evaluation of the funding application submitted by the Beneficiary to the PoliRuralPlus Develop Open Call announced by the Provider on 26.05.2025 (hereinafter referred to as the "**Call**") within the framework of the project No. 101136910 – PoliRuralPlus (hereinafter referred to as "**PoliRuralPlus**") funded by the European Research Executive Agency (hereinafter referred to as "**REA**") under the powers delegated by the European Commission.
- 1.4 The Coordinator and each of the Beneficiaries shall, in the implementation of the Project and the performance of this Contract, use its best efforts as may be reasonably required to prevent any breach of the PoliRuralPlus Project Grant Agreement entered into between, inter alia, REA and the Provider, which (excluding any attachments of a confidential nature) forms Annex 4 to the Contract (Annex 4 is not physically attached to this Contract and is available [here](#), without prejudice to its character as an annex to this Contract; hereinafter referred to as the "**Grant Agreement**"), by the Provider in connection with the implementation of the Project and the performance of this 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 shall not apply to the extent that such potential breach or imminent breach cannot be inferred from the Grant Agreement without its annexes.

2. PROJECT IMPLEMENTATION

- 2.1 Each of the Beneficiaries is obliged to implement the Project, including all of its subparts, personally, on his/her own responsibility, in accordance with the legal regulations, the terms of this Contract and the Rules for Applicants for Financial Support under the Call, which form an integral part of this Contract as Annex 2 (hereinafter referred to as the "**Rules for Applicants**"). In the event of a conflict between the Rules for Applicants and this Contract, this Contract shall prevail.
- 2.2 The implementation of the Project or any of its parts through subcontractors is prohibited without exception.
- 2.3 Each of the Beneficiaries is obliged to adhere to the schedule set out in the Technical Description of the Project, including the individual milestones of the Project implementation (hereinafter referred to as the "**Milestones**") and to deliver the intermediate outputs (hereinafter referred to as the "**Outputs**") as specified in the Technical Description of the Project.
- 2.4 The Coordinator is obliged to submit interim reports to the Provider on the progress of the Project implementation, including technical implementation and an overview of costs incurred overall and by individual Beneficiaries, in the form, format and scope required by the Provider (hereinafter referred to as the "**Reports**").
- 2.5 The Provider shall, to the extent it deems necessary, based on the Reports and 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 Project administration.

- 2.6 The Coordinator undertakes, to the extent that it may be reasonably requested to do so, to attend meetings, appointments, 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, the CCSS, Plan4all (as defined below) or the REA, to be active therein, e.g. by presenting the Project or participating in discussions with other beneficiaries, and at the same time to ensure the participation of the Beneficiaries in the events specified in the provisions of this paragraph.
- 2.7 Each of the Beneficiaries undertakes:
- 2.7.1 to implement the Project in a proper and timely manner in accordance with this Contract and in accordance with the Technical Description of the Project; and
 - 2.7.2 to use the Financial Support (in the case of a Beneficiary different from the Coordinator, the partial part of the Financial Support belonging to a specific Beneficiary according to the schedule in Annex 5) in accordance with this Contract and in accordance with the Technical Description of the Project, for the purpose of 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 by persons on the Provider's side, the association Plan4all z.s., ID No.: 036 98 416, with registered office at K Rybníčku 557, 330 12 Horní Bříza, file No. L 7136, registered at the Regional Court in Pilsen (hereinafter referred to as "**Plan4all**"), and the Czech Centre for Science and Society, ID No.: 684 06 614, with registered office at Radlická 663/28, Smíchov, 150 00 Prague 5, file No. L 58840 registered at the Municipal Court in Prague (hereinafter referred to as "**CCSS**", a panel consisting of persons on the Provider's side, Plan4all and CCVS hereinafter referred to as the "**Panel**"). The Coordinator expressly agrees to the participation of Plan4all and the 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, for which the Beneficiaries are obliged to provide the Coordinator with all necessary cooperation. The acceptance process is completed by issuing an acceptance record (hereinafter referred to as "**Acceptance**" and "**Acceptance Record**"). The Provider shall deliver the Acceptance Record to the Coordinator.
- 2.9 Acceptance is conditional upon the proper implementation of the Project by the Beneficiary in accordance with this Contract, including the timely disclosure of all Outputs and Reports. 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 Coordinator to remedy the situation within a reasonable period of time set by the Provider, or the Provider shall proceed in accordance with Article 14 and/or 15 of this Contract.
- 2.10 A change of the Coordinator, as well as a change in the composition of the Team during the Project (i.e. replacement of one of the Beneficiaries by another entity) is excluded. The Coordinator is responsible to the Provider for all communication with the Provider in contractual matters and in all matters relating to the implementation of the Project and the performance of the obligations under this Contract. For the avoidance of doubt, the Parties declare that the Coordinator shall be jointly and severally liable to the Provider for any breach of this Contract or of the terms and conditions of the Financial Support, even if such breach is attributable solely to a Beneficiary other than the Coordinator; the Coordinator's recourse against such Beneficiary shall not be affected. Notices delivered to the Coordinator shall be deemed to have been delivered to all Beneficiaries and notices delivered by the Coordinator to the Provider shall be binding on all Beneficiaries. The Financial Support, within the meaning of Article 3.66 of this Contract, is always provided to the Coordinator, who is obliged to distribute it among the other Beneficiaries in a manner consistent with this Contract.

3. PROVIDING FINANCIAL SUPPORT

- 3.1 The Financial Support shall be provided for the purpose of financing the costs incurred by the Beneficiaries for the implementation of the Project, in the lump sum amount and in the manner specified below in the provisions of this Article 3.
- 3.2 The Financial Support shall be provided in the form of three payments to be paid to the Coordinator upon the achievement of the following Milestones:
- 3.2.1 40% of the allocated amount of the Financial Support shall be provided to the Coordinator upon conclusion of this Contract as an initial advance to support the start-up of the Project;
- 3.2.2 40% of the allocated amount of the Financial Support shall be provided to the Coordinator upon successful completion of the Mid-Term Evaluation as defined in the Technical Description of the Project;
- 3.2.3 20% of the allocated amount of the Financial Support shall be provided to the Coordinator after the issuance of the Acceptance Record.
- 3.3 The Financial Support shall be provided in the amount of EUR **[TO BE ADDED]**.
- 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 (Team) under the Call is EUR EUR 100,000; and
- 3.4.2 the maximum total amount of support to be granted to the Beneficiary under all calls of the PoliRuralPlus project shall be EUR 60,000; therefore, under no circumstances shall the partial part of the Financial Support due to a particular Beneficiary according to the schedule in Annex 5, increased by all amounts similar to the Financial Support paid to the Beneficiary under other calls of the PoliRuralPlus project, exceed this maximum amount of support.
- The Beneficiary is responsible for compliance with the rule in Article 3.4.2. The Coordinator is responsible for the proper implementation and financial management of the Project.
- 3.5 If, despite the limitation according to Article 3.4.2, the limit specified therein is exceeded, the Coordinator is obliged to inform the Provider in writing without undue delay. The Coordinator is obliged to return the part of the Financial Support exceeding the relevant limit at the Provider's request and within the time limit specified therein. In case of default, the Coordinator 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 reimbursement of the affected part of the Financial Support in EUR expired, plus a margin of 3.5%. The same procedure shall also apply to the situation when the Coordinator is unable to submit to the Provider, at the latter's request, documents proving that the limitation under Article 3.4.2 has been complied with in relation to a specific Beneficiary, in the amount of Financial Support payments provided to such Beneficiary under the Project.
- 3.6 The Financial Support shall be provided in cashless form by transfer to the Coordinator's bank account specified in the header of this Contract within 30 calendar days counted from the date of achievement of the relevant Milestone according to Article 3.2 of this Contract.
- 3.7 The Coordinator shall be obliged to transfer to the other Beneficiaries the corresponding part of the Financial Support payment due to them in accordance with the Technical Description of the

Project by bank transfer to the Beneficiaries' bank accounts specified in Annex 5 without undue delay after receiving the Financial Support payment in accordance with the provisions of the preceding paragraph, but no later than 15 days after the payment has been credited to the Coordinator's bank account. In order to prove the fulfilment of the above obligation, the Coordinator is obliged to submit to the Provider without undue delay a statement from the Coordinator's bank account indicating the payments made to other Beneficiaries within the meaning of this paragraph.

4. DECLARATION BY THE BENEFICIARY

4.1 Each of the Beneficiaries, through the Coordinator, represents and warrants as follows:

- 4.1.1 The Beneficiary – a natural person – is fully capable of exercising his/her legal capacity, 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 granted financial support within the meaning of Act No. 69/2006 Coll., on the implementation of international sanctions, as amended, Act No. 1/2023 Coll., sanctions Act, as amended, Council Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's activities destabilising the situation in Ukraine, as amended, or other applicable legislation to which the Provider is bound, including but not limited to Council Implementing Decision (EU) 2022/2506 on measures to protect the budget of the Union from infringements of the rule of law in Hungary;

- 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 Financial Support, or in relation to other Project Beneficiaries (within the meaning of "Beneficiaries (BEN)" as defined in the Grant Agreement) and their affiliates, whether for reasons of family, emotional ties, political or national affinity, economic interest, or any other direct or indirect personal interest which would or could compromise the impartial and objective performance of the Provider's activities in connection with the implementation of the PoliRuralPlus Project;

(hereinafter referred to as 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 this Contract.

5. ELIGIBILITY OF COSTS

- 5.1 Eligible costs are costs that cumulatively meet the eligibility criteria (hereinafter referred to as "**Eligible Costs**").
- 5.2 The Financial Support is provided to cover the Eligible Costs. The 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 Technical Description of the Project;
 - 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 Technical Description of the Project and an Acceptance Record has been drawn up.
- 5.4 The Beneficiaries acknowledge and agree that the eligibility of Eligible Costs shall be assessed and finally determined by the Provider also according to the rules set out in the Grant Agreement, in particular 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 Coordinator or any of the Beneficiaries are not Eligible Costs, it shall deduct the ineligible costs in question from the total amount of costs claimed by the Beneficiaries and reduce the amount of Financial Support provided accordingly. In the event that the ineligibility of the costs is discovered after the provision of the Financial Support, the Provider shall call on the Coordinator in writing to reimburse the affected part of the Financial Support, regardless of whether the ineligible costs were related to the participation of the Coordinator in the Project or of one of the other Beneficiaries. The Coordinator is obliged to return the concerned part of the Financial Support within the time limit specified in the Provider's call. In the event of default, the Coordinator 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 affected part of the Financial Support in euro expired, plus 3.5% (i.e. plus 3.5 percentage points).

6. INTELLECTUAL PROPERTY

6.1 Each of the Beneficiaries grants to the Provider a non-exclusive, perpetual, royalty-free license to use all intellectual property rights created by the Beneficiary in connection with the implementation of the Project (hereinafter referred to as "**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 or follow-up projects, or for the purposes of making the Beneficiary's Intellectual Property available to any persons, including bodies, institutions, authorities, agencies or other similar entities of the European Union or a Member State of the European Union;

6.1.2 the right to copy or reproduce in unlimited numbers in whole or in part;

6.1.3 the right to disclose to the public in any form, through any channel, including disclosure through press information services or inclusion in widely accessible databases or registries of all 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, aggregate the materials, documents and information received and create derivative works.

6.2 Each of the Beneficiaries represents that:

6.2.1 it is entitled to exercise the 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., Copyright Act, as amended, or similar works within the meaning of copyright law applicable to the Beneficiary (hereinafter referred to as "**Employee Works**") and has received or, at the latest on the date of creation of the relevant Employee Work, receives permission from its authors to assign the right to exercise the property rights to the Provider; and

6.2.2 it is entitled to exercise property rights in relation to all copyright works related to the Project which are collective works within the meaning of Section 59 of Act No. 121/2000

Coll., Copyright Act, as amended, or similar works within the meaning of copyright legislation applicable to the Beneficiary (hereinafter referred to as "**Collective Works**");

these declarations are Beneficiary's Declarations.

- 6.3 Each of the Beneficiaries grants the Provider a license to use the Employee Works and Collective Works to the extent provided in Article 6.1 of this 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 Each of the Beneficiaries undertakes to maintain the confidentiality of all data, information, documents and any other materials, regardless of their form, which are marked in writing as confidential (hereinafter referred to as "**Confidential Information**") for a period of 5 years after the last part of the Financial Support has been provided. The Beneficiary is entitled to use Confidential Information only in a manner necessary for the implementation of the Project.
- 7.2 Each of the Beneficiaries undertakes to ensure that all of its employees are bound by the confidentiality obligation in accordance with Article 7.1 of this Contract.
- 7.3 The obligation of confidentiality set forth in Article 7.1 of this Contract does not apply to
 - 7.3.1 disclosure of Confidential Information to which the Provider has given its express written consent;
 - 7.3.2 disclosure of Confidential Information not in breach of the confidentiality obligations of the Beneficiary, the Provider or any other third party;
 - 7.3.3 disclosure of Confidential 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 this Contract;
 - 7.3.4 the use of Confidential Information in a manner required by European, international or national law.
- 7.4 If there is a breach of the obligation of confidentiality under Article 7.1 of this Contract by any person who has obtained Confidential Information from the Beneficiary, it shall be deemed a breach of the obligation of confidentiality under Article 7.1 of this Contract by the Beneficiary.
- 7.5 Without prejudice to any other provision of this Article 7 of this Contract, the Beneficiary shall be entitled to disclose Confidential Information to any person only to the extent necessary to perform its obligations under this Contract and to pursue its legitimate objectives ("*need to know basis*").
- 7.6 Each Beneficiary is obliged to 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 the protection of EU classified information and its implementing regulations. The handling of classified information in the framework of the Project implementation is possible only with the express 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 REA.

8. ETHICAL RULES

- 8.1 Each of the Beneficiaries 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 Each of the Beneficiaries 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 Each Beneficiary is obliged to take all measures to protect the environment and ensure a high level of protection of human health in connection with the implementation of the Project.
- 8.4 Each of the Beneficiaries is obliged to 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 the staff in charge of the implementation of the Project, including managers and executives.
- 8.5 The 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 Each of the Beneficiaries is obliged to 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 heritage of human beings in a way that could render such alterations hereditary (with the exception of 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 result in 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 Each of the Beneficiaries is required to comply with the principles set out in the Commission Recommendation of 11 March 2005 on the European Charter for Researchers and on the Code of Conduct for the Recruitment of Researchers, in particular as regards working conditions, 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 Each of the Beneficiaries is obliged to 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 impact.
- 8.9 Each of the Beneficiaries is obliged to ensure that those carrying out research tasks adhere to good research practice, including ensuring – to the greatest extent 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 the ethics panel. Prior to commencing an activity raising ethical issues, each Beneficiary is required to obtain from the relevant ethics committees and public authorities all necessary approvals, permits and other mandatory documentation required to carry out the activity.
- 8.11 Each Beneficiary is obliged to keep a file on the research carried out and to keep all documentation related to the research carried out. Each of the Beneficiaries shall make the 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 Coordinator is obliged to provide the Provider with all such assistance as may be reasonably requested in connection with the promotion of the Project and its results, and is obliged to ensure the provision of such assistance by each of the Beneficiaries.
- 9.2 Each 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 Each 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 No Beneficiary is authorized 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 None of the Beneficiaries shall take any steps to infringe the intellectual property rights associated with the Graphic, in particular shall take no steps to appropriate the Graphics or any other similar trademarks or logos, whether by registration or otherwise.
- 9.6 Each Beneficiary is obliged to maintain the 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 Coordinator shall be obliged to submit any information at any time at the Provider's request 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 performance of the Coordinator's or any Beneficiary's obligations under this Contract. The information provided by the Coordinator under the preceding sentence must be correct, complete, accurate and provided in any format requested by the Provider.
- 10.2 The Coordinator is obliged to request and check any required documents or information and verify their quality and completeness before submitting them to the Provider. Each of the Beneficiaries shall provide the Coordinator with all assistance necessary to fulfill the Coordinator's obligations under this Contract.
- 10.3 Each of the Beneficiaries agrees that the Provider shall keep all data on the Beneficiary related to the performance of this 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.
- 10.4 Each of the Beneficiaries and the Coordinator is obliged to immediately notify the Provider of:
- 10.4.1 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, organizational or ownership situation of the Beneficiary, including changes in the

information provided in any affidavits or other documents made available by the Beneficiary to the Provider as part of the application for Financial Support;

10.4.2 circumstances capable of influencing the decision to grant Financial Support or the performance of the Beneficiary's obligations under this Contract.

11. ARCHIVING

11.1 Each 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, documents 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 of Article 5 of this Contract and other obligations under this Contract.

12. COOPERATION WITH INSPECTIONS, EVALUATIONS, AUDITS AND INVESTIGATIONS

12.1 Each Beneficiary acknowledges that the Provider, the REA and other bodies and entities of the European Union (incl. 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 regarding the proper implementation of the Project and the use of the Financial Support, including internal checks and evaluations of the Project, audits and other investigations (hereinafter referred to as "**Authorised Persons**" and "**Checks**") at any time during the duration of 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, and expressly agree to carry out the Checks to the extent defined in this Article 12 and undertakes to provide the Authorised Persons with all assistance in carrying out the 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 an Check involving external experts, the Beneficiary shall have the right to be informed of the involvement of external experts and to object to commercial confidentiality or conflict of interest.

12.3 Each of the Beneficiaries is obliged to make available to the Authorised Persons, including any external experts, any premises which the Authorised Persons consider relevant for the performance of the Checks.

12.4 Each of the Beneficiaries is obliged to provide the Authorised Persons, including any external experts, with correct, complete and accurate information that the Authorised Persons consider relevant for the performance of the Checks, in any format requested by the Authorised Persons.

12.5 Findings made in the context of Checks may lead to the application of the procedures set out in Articles 14 and/or 15.2 of this 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.

12.6 For the avoidance of doubt, the Parties declare that, in view of the nature of the obligation under this Contract, the Coordinator is obliged to have at its disposal all documents to enable the Provider to carry out the Check properly, or to secure the necessary cooperation of other Beneficiaries to enable the Provider to carry out the Check properly.

13. PERSONAL DATA PROTECTION

- 13.1 To the extent that each of the Parties is a controller or processor of personal data, it is obliged to 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 shall 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 shall process these personal data for the period necessary for the exercise of the Provider's rights and obligations under this 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 the 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 Each of the Beneficiaries is required to ensure that the personal data are:
- 13.3.1 processed lawfully, fairly and transparently in relation to 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 which permits identification of the data subject for no longer than is necessary for the purposes for which the data are processed; and
- 13.4 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;
- and the Provider is entitled to combine these rights at its discretion.
- 14.2 In the case of the procedure under Article 14.1 of the Contract, the Provider shall inform the Coordinator in writing of the penalty imposed and justify its imposition. If an overpayment arises

in the event of the procedure under Article 14.1.1 (i.e. if the amount of Financial Support is reduced after it has been granted by the Provider within the meaning of Article 3.2 of this Contract), the Provider shall call upon the Coordinator to repay it within the time limit set by the Provider and the Coordinator shall be obliged to repay the affected part of the Financial Support within the time limit set in the Provider's call. In the event of default, the Coordinator 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 reimbursement of the affected part of the Financial Support in EUR expired, plus 3.5% (i.e. increased by 3.5 percentage points).

- 14.3 The Coordinator's liability for any damage incurred by the Provider in connection with the Case of Breach shall be governed by Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**CC**"). The Parties agree that the Beneficiary shall not be entitled to compensation against the Provider as a result of the application of the procedure under Article 14 or 15 of this Contract.

15. TERMINATION OF FINANCIAL SUPPORT

- 15.1 The provision of Financial Support may be terminated prior to Project Acceptance at the request of the Coordinator.

- 15.2 The Provider is also 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 this 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 would be liable to call into question the decision to grant the Financial Support or violate 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 shall assess the achievement of the Project Milestones 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 shall not be taken into account.

15.4 The termination of the provision of Financial Assistance under Article 15.2 of this Contract shall be without prejudice to the Provider's right to invoke the procedures pursuant to Article 5.55 or Article 14 of this Contract .

15.5 The termination of the provision of Financial Support under this Article shall not affect the other obligations of the Coordinator or the Beneficiary under this Contract, in particular under Articles 6-13 of this Contract.

16. DELIVERY

16.1 All communications and notices pursuant to the provisions of this Contract to be made in writing shall be duly signed by a person authorized to act for the relevant Party in the relevant area, unless otherwise provided elsewhere in this Contract. The respective contact persons of the Parties are listed in Annex 3 to this Contract, which forms an integral part of this Contract. The rules set out in Article 2.10 of this Contract shall apply to service of process and Article 16 must therefore be interpreted in the light of that provision, which the Coordinator and the Beneficiaries expressly acknowledge.

- 16.2 Any communication or notice given under this Contract shall be deemed effective when delivered to a Party by email, in person, or by certified mail to its address set forth in the header of this 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 this Contract shall be deemed delivered:
- 16.3.1 if the delivery of the 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 time of delivery or refusal of delivery, or on the fifth working day following dispatch if the communication or notice is returned as undeliverable if it was delivered in person or by a postal carrier by registered mail.
- 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 timeliness and, in the case of electronic communication, the functionality of the 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. For the avoidance of doubt, the Parties expressly agree that, to the extent that this Contract does not expressly address a particular issue differently, the Beneficiaries shall comply with the obligations under Articles 12, 13, 14, 17.2, 18, 19 and 20 of the Grant Agreement.
- 17.2 The Parties agree to resolve any disputes arising during the implementation of the Contract by mutual agreement. If the dispute cannot be resolved by agreement, all disputes arising out of and in connection with this Contract shall be resolved by the competent court of the Provider in the Czech Republic under Czech law.
- 17.3 This Contract has been drawn up as a bilingual document in Czech and English language versions. In case of any conflict between the language versions, the Czech version takes precedence.
- 17.4 This Contract shall be valid on the date of its conclusion and shall enter into force on the date of its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on the Register of Contracts, as amended.
- 17.5 All amendments to this Contract shall be made in writing.
- 17.6 In the event that any provision becomes invalid, ineffective or unenforceable in whole or in part, but would be valid, effective and enforceable if a portion thereof were deleted, such provision or portion thereof shall be deemed deleted to the extent necessary to make this Contract valid, effective and enforceable as a whole, while preserving as nearly as possible the original economic meaning of the 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 the provisions of 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 Beneficiaries therefore assume 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 CC.
- 17.9 The Provider shall not be bound by the Contract or any amendment thereto if the Coordinator, in the course of entering into the Contract or any related arrangement, makes any changes, additions or variations which even insubstantially alter the terms of the Contract, the amendment to the Contract or any related arrangement. Section 1740(3) of the CC shall not apply. Furthermore, the Provider shall not be bound by any contract if the acceptance of the offer by the Coordinator is expressed in a response that defines the content of the contract in different words. Section 1740(2) of the CC shall 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 shall 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 shall be bound in their rights and obligations only by the contents of this Contract.
- 17.11 The Coordinator 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 Annexes 1-3, which contain trade secrets of the Provider).
- 17.13 The following annexes form an integral part of this Contract:
- Annex 1 – Technical Description of the Project
 - Annex 2 – Rules for Applicants
 - Annex 3 – Contact Persons
 - Annex 4 – Grant Agreement (without annexes)
 - Annex 5 – Identification of Beneficiaries and Distribution of Financial Support
 - Annex 6 – Power of Attorney
- 17.14 This 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:

In _____ on _____

Coordinator:

Czech Technical University in Prague
[TO BE ADDED], [TO BE ADDED]

[TO BE ADDED]
[TO BE ADDED], [TO BE ADDED]

Annex 5

Identification of Beneficiaries and Distribution of Financial Support

Organisation 1 (Coordinator)

Details of the organisation 1

- Official name: [Input text box]
- Authorised representative and his/her position: [Text input field] (First name, Surname, position)
- Registered in, reference number: [Text input field] (e.g. ref. no. XXXX in the Commercial Register of the Czech Republic)
- Address: [Input text box]
 - Street and house number: [Input text box]
 - City: [Input text box]
 - Postal code: [Input text box]
 - Country: [Country drop-down menu]
 - Website: [Text input field, optional]
- ID: [Text input field] (The number under which your organisation is registered in your country)
- VAT No.: [Text input field, mandatory if relevant]
- Bank details (account no.):
- IBAN:
- SWIFT:
- Name and address of the bank:
- Legal status: [More options]
 - Public entity
 - Non-profit organisation
 - Secondary or higher education institutions
 - Research organisation
 - Private company
 - SME
 - Self-employed natural person
 - Other (please specify)
- Link to the official register that provides full information on the legal status of the organisation: [Text field/URL to enter] OR Document proving the legal status of the organisation (extract from the register or other relevant document)
- Document identifying beneficial owners (name, surname, percentage of ownership, date of birth (dd/mm/yyyy format)): to be provided in support of all beneficial owners; such documents include, but are not limited to
 - Extract from the Commercial Register or similar register
 - List of shareholders
 - Resolution of the statutory body on profit distribution
 - Articles of Incorporation, Rules or Bylaws of the Association
- Contact person

The individuals listed here will be the primary and secondary contacts for any questions regarding the proposal and project activities.

Primary contact person:

- Name and surname: [Input text box]
- Role in the organisation: [Input text box]
- Phone number: [Input text box]
- E-mail address: [Input text box]

Secondary contact person:

- Name and surname: [Input text box]
- Role in the organisation: [Input text box]
- Phone number: [Input text box]
- E-mail address: [Input text box]

Planned budget for organisation 1

Remark: All cells must be filled in or marked as not relevant (N/A) if not relevant.

Budget item	Cost in EUR	Justification
(A) Personal costs		Specify the number of man-months (PMs) + briefly explain
(B) Travel refunds		Insert justification
(C) Other goods, works and services		Insert justification
(D) Indirect costs ($D = \max. 0.25 \cdot (A+B+C)$)		
(E) Total costs ($E = A+B+C+D$)		
(R) Contribution required		
(O) Own contribution		Insert justification

Please insert further justification if necessary.

Organisation 2 (team of beneficiaries)

Details of the organisation 2

- Official name: [Input text box]
- Authorised representative and his/her position: [Text input field] (First name, Surname, position)
- Registered in, reference number: [Text input field] (e.g. ref. no. XXXX in the Commercial Register of the Czech Republic)
- Address: [Input text box]

- Street and house number: [Input text box]
 - City: [Input text box]
 - Postal code: [Input text box]
 - Country: [Country drop-down menu]
 - Website: [Text input field, optional]
- ID: [Text input field] (The number under which your organisation is registered in your country)
- VAT No.: [Text input field, mandatory if relevant]
- Bank details (account no.):
- IBAN:
- SWIFT:
- Name and address of the bank:
- Legal status: [More options]
 - Public entity
 - Non-profit organisation
 - Secondary or higher education institutions
 - Research organisation
 - Private company
 - SME
 - Self-employed natural person
 - Other (please specify)
- Link to the official register that provides full information on the legal status of the organisation: [Text field/URL to enter] OR Document proving the legal status of the organisation (extract from the register or other relevant document)
- Document identifying beneficial owners (name, surname, percentage of ownership, date of birth (dd/mm/yyyy format)): to be provided in support of all beneficial owners; such documents include, but are not limited to
 - Extract from the Commercial Register or similar register
 - List of shareholders
 - Resolution of the statutory body on profit distribution
 - Articles of Incorporation, Rules or Bylaws of the Association
- Contact person

The individuals listed here will be the primary and secondary contacts for any questions regarding the proposal and project activities.

Primary contact person:

- Name and surname: [Input text box]
- Role in the organisation: [Input text box]
- Phone number: [Input text box]
- E-mail address: [Input text box]

Secondary contact person:

- Name and surname: [Input text box]
- Role in the organisation: [Input text box]
- Phone number: [Input text box]
- E-mail address: [Input text box]

Planned budget for organisation 2

Remark: All cells must be filled in or marked as not relevant (N/A) if not relevant.

Budget item	Cost in EUR	Justification
(C) Personal costs		Specify the number of man-months (PMs) + briefly explain
(D) Travel refunds		Insert justification
(C) Other goods, works and services		Insert justification
(D) Indirect costs ($D = \max. 0.25 \cdot (A+B+C)$)		
(E) Total costs ($E = A+B+C+D$)		
(R) Contribution required		
(O) Own contribution		Insert justification

Please insert further justification if necessary.

Organisation 3 (team of beneficiaries)

Details of the organisation 3

- Official name: [Input text box]
- Authorised representative and his/her position: [Text input field] (First name, Surname, position)
- Registered in, reference number: [Text input field] (e.g. ref. no. XXXX in the Commercial Register of the Czech Republic)
- Address: [Input text box]
 - Street and house number: [Input text box]
 - City: [Input text box]
 - Postal code: [Input text box]
 - Country: [Country drop-down menu]
 - Website: [Text input field, optional]
- ID: [Text input field] (The number under which your organisation is registered in your country)
- VAT No.: [Text input field, mandatory if relevant]
- Bank details (account no.):
- IBAN:
- SWIFT:
- Name and address of the bank:

- Legal status: [More options]
 - Public entity
 - Non-profit organisation
 - Secondary or higher education institutions
 - Research organisation
 - Private company
 - SME
 - Self-employed natural person
 - Other (please specify)
- Link to the official register that provides full information on the legal status of the organisation: [Text field/URL to enter] OR Document proving the legal status of the organisation (extract from the register or other relevant document)
- Document identifying beneficial owners (name, surname, percentage of ownership, date of birth (dd/mm/yyyy format)): to be provided in support of all beneficial owners; such documents include, but are not limited to
 - Extract from the Commercial Register or similar register
 - List of shareholders
 - Resolution of the statutory body on profit distribution
 - Articles of Incorporation, Rules or Bylaws of the Association
- Contact person

The individuals listed here will be the primary and secondary contacts for any questions regarding the proposal and project activities.

Primary contact person:

- Name and surname: [Input text box]
- Role in the organisation: [Input text box]
- Phone number: [Input text box]
- E-mail address: [Input text box]

Secondary contact person:

- Name and surname: [Input text box]
- Role in the organisation: [Input text box]
- Phone number: [Input text box]
- E-mail address: [Input text box]

Planned budget for organisation 3

Remark: All cells must be filled in or marked as not relevant (N/A) if not relevant.

Budget item	Cost in EUR	Justification
(E) Personal costs		Specify the number of man-months (PMs) + briefly explain
(F) Travel refunds		Insert justification

(C) Other goods, works and services		Insert justification
(D) Indirect costs ($D = \max. 0.25 \cdot (A+B+C)$)		
(E) Total costs ($E = A+B+C+D$)		
(R) Contribution required		
(O) Own contribution		Insert justification

Please insert further justification if necessary.

Annex 6

Power of Attorney

Beneficiary

[official title],

[identification number],

with registered office at [address],

(hereinafter referred to as the "**Beneficiary**"),

represented by the statutory representative [name of statutory representative], [designation of function of statutory representative],

for the purpose of participation in the project [name of the Project] (hereinafter referred to as the "**Project**") hereby authorises and empowers **[official name of the Coordinator]**, [identification number of the Coordinator], [official address of the Coordinator's registered office] (hereinafter referred to as the "**Coordinator**") to submit a proposal for the provision of Financial Support on behalf of the Beneficiary under the relevant Call for Proposals in the project No. 101136910 – PoliRuralPlus (hereinafter referred to as "**PoliRuralPlus**") funded by the European Research Executive Agency under the powers delegated by the European Commission, announced by the Provider – Czech Technical University in Prague, ID No.: 68407700 (hereinafter referred to as the "**Provider**") to enter into the Contract for the Provision of Financing for the purpose of financing the Project, including any amendments (hereinafter referred to as the "**Contract**"), on behalf of the Beneficiary, and to represent the Beneficiary in all matters relating to communication, Project management and financial transactions, as arising under the Contract, including the conduct of communications with the Provider, and in all matters and legal dealings arising under the Contract or relating to the Project, including the service of documents, submission of proposals and applications, signing of documents and waiver of claims.

The Beneficiary confirms that it is fully acquainted with the Project and the contents of the Contract, to which the Beneficiary hereby expressly agrees and accepts all the terms, conditions, rights and obligations arising from the Contract at the time of its conclusion. The Beneficiary also expressly declares and confirms, in accordance with Article 3.4.2 of the Contract, that the total amount of support granted to the Beneficiary under all calls of the PoliRuralPlus project shall under no circumstances exceed EUR 60,000.

The Beneficiary undertakes to provide the Coordinator with all the necessary cooperation for the proper performance of the Project and the obligations arising from the Contract and to submit to the Coordinator, at the latter's request, all necessary documents, documents or information in connection with the performance of the Contract. The Beneficiary also expressly declares and confirms that the Contract takes precedence over any arrangement between the Beneficiary and the Coordinator.

For the avoidance of doubt, the Beneficiary expressly declares that it has no conflict of interest with the Coordinator or other Beneficiaries under the same Project.

Signature:

[Signature]: [Signature].

Title: [Signature]:

[Position]: [Signature]

Date:

[Date]

By affixing the signature of its authorised representative, the Principal (Beneficiary) expressly acknowledges the conditions of eligibility of costs as defined in Article 6 of the model grant agreement (available [here](#)), in particular the conditions of ineligibility of costs and contributions as set out in Article 6.3 of the model grant agreement, as follows.

The following costs or contributions are **not eligible**:

- a) costs or contributions which do not meet the conditions set out above (see Articles 6.1 and 6.2), in particular:
 - i) costs related to capital gains and dividends paid by the grantee;
 - ii) debts and debt service charges;
 - iii) reserves to cover any future losses or liabilities;
 - iv) interest payable;
 - v) exchange rate losses;
 - vi) bank charges levied by the grantee's bank for transfers from the grantor;
 - vii) excessive or reckless spending;
 - viii) deductible or refundable VAT (including VAT paid by public bodies acting in a public authority capacity);
 - ix) costs incurred or contributions made for activities carried out during the suspension of the grant agreement (see Article 32);
 - x) third party benefits in kind: not applicable;
- b) costs or contributions recognised under other EU grants (or grants awarded by an EU Member State, a non-EU country or another body implementing the EU budget), except in the following cases:
 - i) if the action grant is combined with an operating grant¹ running in the same period and the grant recipient can demonstrate that the operating grant does not cover any (direct or indirect) costs of the action grant;
- c) costs or allowances for staff of national (or regional/local) administrations for activities which are part of the normal activities of those administrations (i.e. not carried out solely because of the grant);
- d) expenses or allowances (in particular travel and subsistence expenses) for staff or representatives of EU institutions, bodies and agencies;
- e) other²:
 - i) costs or contributions that are specifically listed as non-allowable in the terms of the call.

¹ For the definition, see Article 180(2)(b) of the EU Financial Regulation 2018/1046: “**an operating grant**” means an EU grant to finance “the functioning of an entity pursuing an objective that is part of and supports an EU policy.”

² The condition must be stated in the call.