

**GRANT CONTRACT No. XXX/2019**

on the implementation of a bilateral initiative under the Fund for Bilateral Relations **at the national level**  
**/ within the Programme „.....“**

co-financed

by the EEA Financial Mechanism and Norwegian Financial Mechanism 2014-2021

**ARTICLE 1. THE PARTIES****1.1. National Focal Point/Programme Operator:**

Name: Úrad vlády Slovenskej republiky  
 Address: Námestie slobody 1, 813 70 Bratislava  
 Legal form: public  
 Company Registration No.: 00151513  
 Tax Identification No.: 2020845057  
 Statutory body: Matúš Šutaj Eštok, head of the Government Office of the SR

and

**1.2. Beneficiary:**

Name: XXXXX  
 Address: XXXXX  
 Legal form: XXXXX  
 Company Registration No.: XXXXX  
 Tax Identification no.: XXXXX  
 Registered in: XXXXX  
 Statutory body: XXXXX  
 Account No.: XXXXX

(hereinafter collectively referred to as the "Parties" or individually as the "Party").

**ARTICLE 2. RECITALS**

2.1. The Parties conclude this **Contract** pursuant to the provisions of §269 (2) of Act no. 513/1991 Coll., Commercial Code, as amended, and pursuant to the following agreements:

2.1.1. Memorandum of Understanding on the Implementation of the EEA Financial Mechanism 2014-2021 concluded between the Slovak Republic and the Kingdom of Norway, Iceland and the Principality of Liechtenstein and Memorandum of Understanding on the Implementation of the Norwegian Financial Mechanism 2014-2021, concluded between the Slovak Republic and the Kingdom of Norway on 28 November 2016, as amended (hereinafter referred to as the "**Memorandum**"), according to which the Government Office of the Slovak Republic fulfills the function of the **National Focal Point**,

2.1.2. Agreement on the Fund for Bilateral Relations concluded on 15 February 2018 between the Financial Mechanism Committee and the Ministry of Foreign Affairs of the Kingdom of Norway (hereinafter referred to as the "**Donor States**") and the Government Office of the Slovak Republic as the National Focal Point (hereinafter referred to as "**the Agreement**"), laying down the amount of financial contribution for the Fund for Bilateral Relations (hereinafter referred to as "**Fund**") under the EEA Financial Mechanism 2014-2021 (hereinafter referred to as "**EEA FM**") and the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as "**NFM**"), as well as the rights, obligations and liabilities of the Parties during the implementation of the **Fund**.

2.1.3. Programme Implementation Agreement for the implementation of the Programme „<Programme name>“, concluded between the **National Focal Point and Programme Operator**, effective as of ..... (hereinafter referred to as the "**Programme Implementation Agreement**").

2.2. In addition to the agreements and generally applicable law of the Slovak Republic and the European Union legislation (hereinafter referred to as "**Slovak and EU legislation**"), the implementation of the

Initiative under the Fund is also governed by regulations issued by the Donor States, as well as by regulations issued by the **National Focal Point** or the **Certifying Authority** in compliance with the documents approved by the Slovak Government of the Slovak Republic. The sets of these regulations constitute the **Legal Framework** and the **Implementation Rules**. These regulations do not have the nature of generally applicable law, however, the **Beneficiary**, by signing this **Contract**, has undertaken to comply with them.

- 2.3. The Parties enter into this **Contract** based on a Grant Application registered under the **No. ....** (hereinafter referred to as the "**Grant Application**") submitted by the **Beneficiary** under a Call for proposals – **call code ...** (hereinafter referred to as the "**Call**"); following its approval by the **National Focal Point/Programme Operator**, the **Beneficiary** accepted the Grant Offer Letter for the provision of a **Grant** (hereinafter referred to as the "**Grant Offer**") to implement an initiative entitled "**.....**", to reference **number ...** has been assigned (hereinafter referred to as the "**Initiative**") under the terms and conditions stipulated in this **Contract**.
- 2.4. There is no legal entitlement to the provision of the **Grant** to implement the **Initiative**. Deliverables provided under this **Contract** to the **Beneficiary** are not offset by a direct consideration provided by the **Beneficiary** to the **National Focal Point/Programme Operator**.
- 2.5. This **Contract** is governed and is concluded under the laws of the Slovak Republic. The Parties have agreed that their mutual relations are governed by the laws of the Slovak Republic. This Contract shall be read in conjunction and having regard to the **Legal Framework** and the **Implementation Rules**.
- 2.6. The content of this **Contract** is based on the information provided by, through or on behalf of the **Beneficiary** in writing to the **National Focal Point/Programme Operator**, or other persons appointed by the **National Focal Point/Programme Operator**, prior to the signing of this **Contract**, in particular in the **Grant Application**, and during the evaluation of the **Initiative**. If it is found that this **Contract** is based on misrepresented, inaccurate, incomplete or untrue information provided by the **Beneficiary**, irrespective of the reason, time and intentionality of its provision, the Parties have agreed that the **National Focal Point/Programme Operator** is entitled to withdraw from this **Contract** and the **Beneficiary** undertakes to return the full amount of the already received **Grant**.

### ARTICLE 3. DEFINITIONS

- 3.1. The terms used in this **Contract** are defined in this Article, in the **Bilateral Fund Guide** and/or in the **Bilateral Guideline** and/or in the **Legal Framework** and/or in the **Implementation Rules**. In case a term in the **Contract** is defined differently than in the **Legal Framework** or in the **Implementation Rules**, for the purposes of this **Contract** it shall be interpreted according to the definition used in the **Contract**.
  - 3.1.1. **Fund for Bilateral Relations** – additional mechanism within the EEA FM/NFM intended to support activities aimed at strengthening bilateral relations between the Donor States and the Slovak Republic in accordance with Article 4.1 of the Regulation on the Implementation of the EEA Financial Mechanism and Regulation of the Implementation of the Norwegian Financial Mechanism (hereinafter the "**Regulation**"). Such activities may be carried out through the implementation of the Programmes or through other joint initiatives beyond these Programmes.
  - 3.1.2. **Implementation Rules** – set of the following documents approved by the Resolution of the Slovak Government or issued by the entities responsible for management and control of the implementation of the **EEA FM and NFM**, in particular by the **National Focal Point**, the **Certifying Authority**, the **Audit Authority** or the **Programme Operator**, which are binding for the **Beneficiary** insofar they apply to the **Beneficiary**:
    - a. The management system of the EEA Financial Mechanism and the Norwegian Financial Mechanism for the programming period 2014-2021,
    - b. The system of financing and financial management of the EEA Financial Mechanism and the Norwegian Financial Mechanism for the programming period 2014-2021,
    - c. **Bilateral Fund Guide** and other guides and guidance issued by the **National Focal Point**, the **Certifying Authority** or the **Programme Operator**.

- 3.1.3. **Legal Framework** – set of regulations to be found in the following documents:
- Agreement between the European Union, Iceland, Liechtenstein and the Kingdom of Norway on the EEA Financial Mechanism 2014-2021 of which Protocol 38c is annexed,
  - Agreement between the European Union and the Kingdom of Norway on the Norwegian Financial Mechanism 2014-2021,
  - Memoranda,**
  - Regulation,**
  - Agreement,**
  - any guidelines adopted by the **FMC/Ministry of Foreign Affairs of the Kingdom of Norway** after consultation with the Slovak Republic.
- 3.1.4. **Actually Incurred Eligible Expenditure** – expenditure that have been recognized as eligible by the **Programme Operator**, the **National Focal Point**, the Certifying Authority or the **FMC/NMFA**. This amount may later be reduced by the amount of the **Financial Correction**.
- 3.1.5. **Declared (Reported) Expenditure** – expenditure included by the **Beneficiary** in the **Interim Report** or in the **Final Report**.
- 3.2. The Annex 1 - **Grant Offer** issued by the **National Focal Point/Programme Operator** forms an integral part of this **Contract** and should be interpreted in conjunction with the provisions of this **Contract**.

#### ARTICLE 4. PURPOSE OF THE CONTRACT

- 4.1 The purpose of this **Contract** is to ensure that the **Beneficiary** implements the **Initiative, which is to be**, under the terms and conditions of this **Contract**, co-financed by the **National Focal Point/Programme Operator** from the **EEA FM and NFM**. The Initiative shall contribute to achieving the overall objectives of the **EEA FM and NFM** as defined in Article 1.2 of the **Regulation**.

#### ARTICLE 5. SUBJECT-MATTER OF THE CONTRACT

- 5.1. The subject-matter of this **Contract** is to stipulate the rights and obligations of the Parties and define the terms and conditions for the provision of the **Grant** by the **National Focal Point/Programme Operator** to the **Beneficiary** in order to ensure the implementation of the **Initiative**.
- 5.2. The **National Focal Point/Programme Operator** undertakes to co-finance the implementation of the **Initiative** and to provide to the **Beneficiary** the **Grant** in the scope, manner and under the terms and conditions stipulated in this **Contract**, the **Legal Framework**, the **Implementation Rules** and in accordance with the **Slovak and EU legislation**. The **Beneficiary** undertakes to ensure the implementation of the Initiative with the aim of ensuring the maximum possible benefits for Initiative target groups and to accept, for that purpose, the **Grant** in the scope, manner and under the terms and conditions stipulated in this **Contract**, the **Legal Framework**, the **Implementation Rules** and in accordance with the **Slovak and EU legislation**.

#### ARTICLE 6. SPECIFICATION OF THE INITIATIVE AND PARTNERS

- 6.1. The **Beneficiary** undertakes to ensure that the **Initiative** achieves the **Initiative** Objective and Output pursuant to **Point 1.3.7** of the **Grant Offer**, all target values of the indicators defined pursuant to **Part 3** of the **Grant Offer**, in accordance with the **Initiative** implementation schedule pursuant to **Part 2** of the **Grant Application**.
- 6.2. An itemised **Initiative budget** as well as other detailed information about the **Initiative** is stipulated in the current version of the **Grant Application**.
- 6.3. **The Beneficiary** undertakes to implement the **Initiative** in cooperation with a partner as specified in **Part 1.4** of the **Grant Offer** (hereinafter referred to as the "**Partner**"). The relations between the **Beneficiary** and its **Partner** are governed by a separate agreement – the **Partnership Agreement** which

- shall, in particular, govern the rights and obligations of each **Partner** with respect to the implementation of the **Initiative** (including its responsibilities).
- 6.4. The **Beneficiary** undertakes to ensure:
- 6.4.1. the implementation of the **Initiative** in compliance with the **Partnership Agreement**;
  - 6.4.2. the transfer of a portion of the provided **Grant** to the account of each **Partner**, specified in the **Partnership Agreement**;
  - 6.4.3. the settlement of **Eligible Expenditures** incurred by each **Partner** in an **Interim Project Report/Final Report** in accordance with the **Partnership Agreement** and this **Contract**;
  - 6.4.4. that each **Partner** uses the **Grant** exclusively for the implementation of the **Initiative** and in accordance with the **Partnership Agreement**, the **Legal Framework** and the **Implementation Rules**.
- 6.5. The **Beneficiary** shall ensure that the contractual relationship established under the **Partnership Agreement** and its implementation complies with the applicable national and EU legislation on public procurement and Article 8.15 of the **Regulation**. The eligibility of expenditures incurred by the **Partner** refers to Article 10. and is subject to the same limitations as would apply if the expenditures were incurred by the **Beneficiary**.
- 6.6. In relation to the **National Focal Point/Programme Operator**, the **Beneficiary** shall ensure and be held responsible for the coordination, the substantive and timely management of the **Initiative** implemented in partnership, including those parts of the **Initiative** for which the **Partner** is responsible **under the Partnership Agreement**, for the compliance with the **Initiative Budget**, for achieving the **Initiative Outputs** and target values of indicators, for the due and timely meeting of the obligations of each **Partner** arising from the **Partnership Agreement**, this **Contract** or in connection with this **Contract**. The above mentioned is without prejudice to the liability of individual **Partners** towards the **Beneficiary** or towards other **Partners** in accordance with the **Partnership Agreement**.
- 6.7. If the **Beneficiary** is late with the performance of the obligations under this **Article**, the **Beneficiary** shall return the full amount of the **Grant** already received or its part, it is requested to do so by the **National Focal Point/Programme Operator**.

## ARTICLE 7. TOTAL ELIGIBLE EXPENDITURES, GRANT, ADVANCE PAYMENT

- 7.1 The maximum amount of the **Total Eligible Expenditures** of the **Initiative** is specified in Article 2.1.1 of the **Grant Offer**. The **Grant** and any of its parts consist of the contribution from the EEA Financial Mechanism and the contribution from the Norwegian Financial mechanism in a ratio **fixed by the National Focal Point/Programme Operator**.
- 7.2 Under the terms and conditions stipulated in this **Contract**, the **Legal Framework** and the **Implementation Rules**, the **National Focal Point/Programme Operator** shall provide to the **Beneficiary** the **Grant** to the non-interest-bearing account referred to in point 1.2 of this **Contract** in the maximum amount specified in Article 2.1.1 of the **Grant Offer**.
- 7.3 The final amount of the **Grant** provided for the implementation of the **Initiative** will be determined on the basis of the **Actually Incurred Eligible Expenditures**; however, the maximum amount of the **Grant** specified in Article 2.1.1 of the **Grant Offer** must under no circumstances be exceeded.
- 7.4 The **Beneficiary** takes note of the fact and agrees that the provisions of this article are without prejudice to the right of the **National Focal Point/ Programme Operator** or other **Authorised Entity** to determine a **Financial Correction** pursuant to the **Implementation Rules**, by which the maximum amount of the **Grant** will be reduced.
- 7.5 If the **National Focal Point/Programme Operator** provides the **Beneficiary** with an advance payment under Article 4.1.1 of the **Grant Offer**, the **Beneficiary** shall be entitled for the provisions of this advance payment as of the date of entry into force of this **Contract**, provided that no suspensive condition that would link the provision of the advance payment to the fulfilment of a specific obligation by the **Beneficiary** were set under Article 5.1.1 of the **Grant Offer**. In such case, the **Beneficiary** shall not be

entitled for the provision of the advance payment until such obligation has been fulfilled. The **National Focal Point/Programme Operator** shall disburse the advance payment to the **Beneficiary** up to the amount specified in Article 4.1.1 of the **Grant Offer** within fifteen (15) working days following the date on which the entitlement to the advance payment has occurred.

- 7.6 If **Declared Expenditure** exceeds the **Grant** amount, the **Beneficiary** shall pay the difference from its own additional resources.

#### ARTICLE 8. INITIATIVE IMPLEMENTATION PERIOD AND PERIOD OF ELIGIBILITY OF EXPENDITURES

- 8.1 The day of commencement of the implementation of the **Initiative** is set in Article 1.3.5 of the **Grant Offer**.
- 8.2 The planned completion date of the **Initiative** is specified in Article 1.3.6 of the **Grant Offer**.
- 8.3 The **Beneficiary** is eligible to implement the **Initiative** using the **Grant** only during the period that commences on the day as specified in Article 8.1 above and ends on the day as specified in Article 8.2 above (hereinafter referred to as the "**Period of Eligibility of Expenditures**"). The delivery/performance of the subject matter of the expenditure as well as the payment for the expenditure must have started and been completed (i.e., the expenditure must have incurred) within the **Period of Eligibility of Expenditures**.
- 8.4 Costs in respect to which an invoice has been issued in the final month of the **Period of Eligibility of Expenditures**, may be deemed by the **National Focal Point/Programme Operator** to be incurred within the **Period of Eligibility of Expenditures**, if the costs are paid **within 30 days** of the last day of the **Period of Eligibility of Expenditures**.
- 8.5 The **Period of Eligibility of Expenditures** is identical with the **Initiative Implementation Period**, unless otherwise specified in this **Contract**.

#### ARTICLE 9. INITIATIVE COMPLETION, FINAL REPORT

- 9.1 The **Beneficiary** undertakes to complete the **Initiative** properly and in a timely manner. The **Initiative** is deemed to be completed properly and in a timely manner if all required **Initiative** outputs have been achieved and their respective indicators have been met by the last day of the **Initiative Implementation Period**. The **Beneficiary** shall submit in electronic form to the **National Focal Point/Programme Operator** a completed **Final Report** including complete accounting and supporting documents according to the **Implementation Rules**, within two months following the **Initiative** completion.
- 9.2 **National Focal Point/Programme Operator** will perform administrative financial control of the **Final Report**, submitted documents and supporting documentation and if relevant, an on-the-spot financial control in accordance with Act no. 357/2015 Coll. on Financial Control and Audit and on Amendments to Certain Acts. The **National Focal Point/Programme Operator**, as part of the Final Report review, is entitled to request the **Beneficiary** to complete the **Final Report** and/or to submit supporting documentation and/or to remedy deficiencies within a reasonable time. If, following a request from the **National Focal Point/Programme Operator**, the **Beneficiary** does not remedy the deficiencies within a specified period the **National Focal Point/Programme Operator** is entitled to reject the **Final Report**.
- 9.3 As a result of the **Final Report** verification, the **National Focal Point/Programme Operator** is entitled to:
- 9.3.1. Approve the **Final Report**,
- 9.3.2. Approve the **Final Report** in reduced amount,
- 9.3.3. Reject the **Final Report**.
- 9.4 The **Beneficiary** is entitled for reimbursement as of the date of the approval of the **Final Report**. **National Focal Point/Programme Operator** shall provide reimbursement to the **Beneficiary** according to the approved **Final Report** within **fifteen (15)** working days following the day on which the entitlement has occurred.
- 9.5 If, at the last day of the **Period of Eligibility of Expenditures**, the **Initiative** has not been completed, the **Beneficiary** undertakes to complete the **Initiative** using its **Own Additional Resources** within a

reasonable period set out by the **National Focal Point/Programme Operator**. Where the **Beneficiary** is late with the performance of its obligation to complete the **Initiative** using its **Own Additional Funds** within the specified period, the **National Focal Point/Programme Operator** becomes entitled for the return of the full amount of the **Grant** already provided. The **National Focal Point/Programme Operator** is also entitled to terminate the **Initiative** prior to its completion date, i.e. prematurely, even without approving the **Final Report**, due to, in particular, but not limited to, the occurrence of an **Irregularity** or **Suspicion of Irregularity**, if the **Beneficiary** cannot continue the implementation of the **Initiative** and/or the **National Focal Point/Programme Operator** cannot provide **Beneficiary** with the **Grant** and/or if the provision of the **Grant** would be in breach of this **Contract**, the **Legal Framework** or the **Implementation Rules**.

## ARTICLE 10. ELIGIBLE EXPENDITURES

- 10.1 The Parties have agreed that, pursuant to this Contract, the Grant can only be used to cover the actually incurred, justified and duly proven Eligible Expenditures properly declared by the Beneficiary in an Interim Report or Final Report and subsequently approved by the **National Focal Point/Programme Operator**.
- 10.2 **Eligible Expenditures** of the **Initiative** are expenditures (costs) pursuant to Chapter 8 of the **Regulation** and Article 11 of the **Contract** that:
- 10.2.1 are connected with the subject matter of this **Contract** and indicated in budget, which is part of the applicable version of the **Grant Application**,
  - 10.2.2 are considered eligible under the **Legal Framework**, mainly Article 8.2 and 8.8 of the **Regulation**, the **Implementation Rules**, and this **Contract**;
  - 10.2.3 were incurred by the **Beneficiary** or the **Partner** within the **Period of Eligibility of Expenditures** and in compliance with the **Slovak and EU legislation**, or the legislation of the country of the **Partner** and in compliance with this **Contract**.
- 10.3 The **Beneficiary** notes and agrees that the approval of the **Interim Report** and the **Final Report** does not encroach on the right of the **National Focal Point/Programme Operator** or other entity, which is under the **Legal Framework**, **Implementation Rules** or **Slovak and EU legislation** entitled to carry out control, verification or audit of the **Initiative**, to proceed in line with the **Legal Framework**, **Implementation Rules** and Article 14 of this **Contract** if an **Irregularity** and/or **Suspicion of irregularity** occur in the **Initiative**.
- 10.4 The **National Focal Point / Programme Operator** shall assess the eligibility of the **Declared Expenditures** pursuant to this **Contract**, the **Legal Framework**, the **Implementation Rules** and the Slovak and EU legislation and reserves the right to decide whether the **Declared Expenditure** meet the criteria pursuant to Article 10.2 above.
- 10.5 The **Beneficiary** shall at any time during the validity and in-force period of this **Contract** prove the eligibility of an expenditure covered from the **Grant** pursuant to this **Contract**, the **Legal Framework**, the **Implementation Rules** and the **Slovak and EU legislation** (in particular in accordance with national public procurement legislation and Article 8.15 of the Regulation).
- 10.6 If the **Beneficiary** is a VAT payer pursuant to Act No. 222/2004 Coll. on value-added tax, as amended, VAT is not considered an eligible expenditure, therefore, the **Beneficiary**, is only entitled to use the **Grant** to pay for the expenditure in an amount net of VAT. If the **Beneficiary** changes its status from a VAT payer to a person that is not a VAT payer, the amount of the **Grant** for the **Beneficiary**, as specified in Article 7.2 of the **Contract**, shall remain unchanged. If the **Beneficiary**, changes its status from a person that is not a VAT payer to a VAT payer throughout the **Period of Eligibility of Expenditures**, the maximum amount of the **Grant**, as specified in Article 7.2 of the **Contract**, shall be reduced by a VAT rate applicable at the time when the change occurred.

## ARTICLE 11. SPECIAL RULES FOR ELIGIBILITY OF EXPENDITURES

11.1 N/A

**ARTICLE 12. STATE AID AND DE MINIMIS RULE**

- 12.1 If so specified in Section 8 of the Grant Offer, the provision of the Grant or its part under this Contract shall constitute state aid or de minimis aid provided to the Beneficiary **or the Partner, respectively.**

**ARTICLE 13. SPECIAL PROVISIONS**

- 13.1 N/A

**ARTICLE 14. IRREGULARITY, FINANCIAL CORRECTION AND RECOVERY OF FUNDS**

- 14.1 An irregularity within the implementation of the **Initiative** occurs by the breach of the provisions of the **Legal Framework** or **Slovak and EU legislation**, which affects or prejudices the implementation of the **EEA FM and NFM**, in particular the implementation and / or budget of the **Initiative** or the **Fund** (hereinafter referred to as "**Irregularity**").
- 14.2 The Irregularity also occurs by the breach of the **Implementation Rules**, the provisions of this **Contract** and / or the **Partnership Agreement** by the **Beneficiary** and / or the **Partner**, which affects or prejudices the implementation of the **EEA FM and NFM**, in particular the implementation and / or budget of the **Initiative** or **Fund**.
- 14.3 The Parties agree that, for the purposes of this **Contract**, the term "Irregularity" shall also mean suspected irregularity. Suspected irregularity is a situation in which the **National Focal Point/Programme Operator**, the **Beneficiary** or entities authorized to carry out a control, verification or audit of the **Initiative** has reasonable grounds to believe that the **Legal Framework, Implementation Rules, Slovak and EU Legislation** or this **Contract** have been breached during the implementation of the **Initiative** and this breach affects or prejudices the implementation of the **EEA FM and NFM**, in particular the implementation and / or budget of the **Initiative** or **Fund**, but the breach cannot currently be unequivocally confirmed or supported by evidence.
- 14.4 The **Beneficiary** shall promptly notify the **National Focal Point/Programme Operator** of any **Irregularities** in writing and provide assistance to them in addressing and communicating them to the competent authorities. The **Beneficiary** is obliged to submit to the **National Focal Point/Programme Operator** all documents related to the Irregularity.
- 14.5 The **Beneficiary** acknowledges that the **National Focal Point/Programme Operator** is under the **Legal Framework** and the **Implementation Rules** obliged to provide all information about the **Irregularity** to the **FMC/NMFA** and other person under the **Legal Framework, Implementation rules** and agree with its provision.
- 14.6 The Parties undertake to make every effort to prevent, detect, investigate and nullify the effects of any **Irregularity** and to take appropriate measures to remedy them.
- 14.7 The **Beneficiary** acknowledges that the occurrence of any **Irregularity** shall be considered as such a breach of the terms and conditions under which the **Grant** has been provided, the non-compliance with which or non-fulfilment of which may be linked with the obligation to return the **Grant** or its part, irrespective of whether the occurrence of the **Irregularity** was caused by the act or omission by the **Beneficiary** **or the Partner**.
- 14.8 If an irregularity occurs in the implementation of the **Initiative**, the **National Focal Point/Programme Operator** is eligible, depending on the type and severity of the **Irregularity**:
- 14.8.1 to ask the **Beneficiary** to take measures to remedy the irregular situation and / or
- 14.8.2 to determine the financial correction under the **Implementation Rules**.
- 14.9 The provisions of point 14.7 of this **Contract** are without prejudice to the rights and obligations of another entity authorized to carry out control, verification or audit of the **Initiative** pursuant to generally applicable law **of the Slovak Republic**, especially in case of breach of financial discipline

pursuant to Act No. 523/2004 Coll. on the Financial Rules of Public Administration and on Amendments to Certain Laws, **Legal Framework** and / or **Implementation Rules**.

- 14.10 If the **Beneficiary**, upon receipt of the request under point 14.8.1 of this Contract, does not remedy the irregular situation or the cause of the Irregularity or if the **Beneficiary** will not take the requested measure, the **National Focal Point/Programme Operator** is entitled to determine the **Financial Correction** and ask the **Beneficiary** to refund the **Grant** or its part.
- 14.11 For the purposes of this **Contract**, an irregularity may be deemed to be remedied with respect to the **Beneficiary** only if the **Beneficiary** has remedied the irregular situation or the cause of the irregularity and/or if it has settled all liabilities that arose in connection with the occurrence of the Irregularity towards the **National Focal Point/Programme Operator** or to the Slovak Republic respectively.

## ARTICLE 15. VALIDITY AND EFFECTIVENESS OF THE CONTRACT, PERSONAL DATA PROTECTION

- 15.1 This **Contract** becomes applicable on the day of its signing by both Parties.
- 15.2 This **Contract** is pursuant to § 5a 1 of the Act no. 211/2000 Coll. on Free Access to Information and on Amendments and Supplements to Certain Acts (Freedom of Information Act) a Mandatory Disclosed Contract and shall enter into force on the day following its publication in the Central Register of Contracts.
- 15.3 This **Contract** has been concluded for a definite period of time and shall expire 5 year following the date of the approval of the Final Strategic Report by the Donor States. The **National Focal Point/Programme Operator** shall publish the date of the approval of the Final Strategic Report on its website.
- 15.4 By signing this **Contract**, the **Beneficiary** also award his consent to the processing of personal data pursuant to Act no. 18/2018 Coll. on Personal Data Protection and on Amendments and Supplements to Certain Regulations, as amended (hereinafter referred to as the "Personal Data Protection Act"), Section 5 (a). 1 letter e), particularly to the extent of title, name, surname, delivery address, email, telephone number. The **Beneficiary** undertakes, in accordance with Section 5 (a). a) of the Act on Personal Data Protection, to ensure the consent with the processing of personal data of any person whose personal data shall be submitted by the **Beneficiary** to the **National Focal Point/Programme Operator**, within the performance of the **Beneficiary's** obligations arising from this **Contract**, from the **Legal Framework**, from the **Implementation Rules** or from the **Slovak and EU legislation**.
- 15.5 The personal data according to point 15.4 of this Article shall be processed for the purpose of unambiguous identification of the persons involved in the implementation of the **Initiative**, especially during the control of the **Initiative**, the administration of the **Initiative**, statistical evaluation of data and keeping the data in the information system or database of the **National Focal Point/Programme Operator**, **FMC/NMFA** or other relevant entities within the **EEA FM and NFM** and the written communication of the Parties.
- 15.6 The **National Focal Point /Programme Operator** hereby in accordance with Article 13 of Regulation (EU) No. 2016/679 on the Protection of Individuals in the Processing of Personal Data and on the Free Movement of such Data (hereinafter referred to as the "GDPR Regulation") informs the **Beneficiary** that during the implementation of the **Initiative** it processes the personal data provided in accordance with the "Privacy Statement of Individuals" that can be found at [www.eegrants.sk](http://www.eegrants.sk) and where information on the purpose of processing, legal basis, categories of personal data, data subjects, recipients of personal data and the retention period of personal data are listed.

## ARTICLE 16. MODIFICATIONS OF THE CONTRACT

- 16.1 This **Contract** may be amended or supplemented only by mutual agreement of both **Parties**. Any amendments or additions shall be made in the form of a written and numbered amendment to the **Contract**, unless otherwise stipulated in this **Contract**.
- 16.2 Any proposals to modify the content of this **Contract** shall be discussed by the **Parties** within 30 working days of the receipt of the written proposal for modification.

- 16.3 Both Parties are obliged to always follow the latest version of the documents that constitute the **Legal Framework** and the **Implementation Rules**.
- 16.4 Both Parties agree that if there is a change in the documents or if new documents are issued under the **Legal Framework** and / or the **Implementation Rules**, the **National Focal Point/Programme Operator** shall publish a new version of these documents or the new documents at its website [www.eegrants.sk](http://www.eegrants.sk). It is mostly the performance of factual or legal actions by which the **Beneficiary's** continues in the performance of the **Contract** that is deemed as an implied manifestation of the **Beneficiary's** will through which the **Beneficiary** expresses its consent and willingness to become bound by the amended or new documents.
- 16.5 Both **Parties** agree that a modification of the **Contract** is not necessary if it concerns a change of the identification data referred to in Article 1 of the **Contract**. This does not relieve the **Beneficiary** of its obligation to inform the **National Focal Point/Programme Operator** of such change without delay.
- 16.6 In case that any provision of this **Contract** becomes invalid as a result of its non-compliance with the applicable law of the Slovak Republic, the **Legal Framework** or the **Implementation Rules**, this shall not render the entire **Contract** void. In such case, the Parties undertake, by mutual agreement, to immediately replace the invalid contractual provision with a new valid provision so that the content, intent and purpose pursued by the **Contract** and the superseded provision remain intact.

#### ARTICLE 17. OTHER OBLIGATIONS OF THE BENEFICIARY

- 17.1 The **Beneficiary** undertakes to fulfil the **Initiative** publicity obligation in accordance with the **Legal Framework** and the **Implementation Rules**.
- 17.2 The **Beneficiary** is obliged to handle the assets acquired under the **Initiative** with due diligence. The **Beneficiary** is not entitled to mortgage such assets with any rights of third parties, including lien, nor to sell or dispose of the assets. The **Beneficiary** shall, in case of damage, loss, theft or other accident related to this property, re-acquire it or restore it from its own resources at the earliest possible date, but not later than the end of the **Initiative Sustainability Period stipulated in point 5.4 of the Grant Offer**.
- 17.3 The **Beneficiary** is not entitled to assign, transfer or mortgage this **Contract** or any other rights, obligations, debts or claims arising from this **Contract** without prior consent of the **National Focal Point/Programme Operator**.

#### ARTICLE 18. FINAL PROVISIONS

- 18.1 Any rights and obligations under this **Contract** are also transferred on legal successors of the Parties.
- 18.2 Any disputes related to this **Contract** shall preferably be settled in an amicable manner. Where amicable settlement cannot be reached, the Parties shall bring their dispute to a competent court in the Slovak Republic.
- 18.3 This **Contract** has been drawn up in four originals; two originals for the **Beneficiary** and two originals for the **National Focal Point/Programme Operator**.
- 18.4 All documents of the **Beneficiary** submitted to the **National Focal Point/Programme Operator** must be undersigned by its statutory representative and translated into English language, where necessary. The **Beneficiary** shall be liable for the accuracy of the translations provided, as well as for any consequences arising from inaccurate translation.
- 18.5 The Parties declare that their will expressed in this **Contract** is free and serious, that they have duly read the text of this **Contract** and understood its content, that they do not enter into this **Contract** under duress and noticeably unfavourable conditions, and that their freedom to enter into contracts is not otherwise restricted. In witness of their will to be bound by this **Contract**, the **Parties** have attached their signatures hereunto.

Annexes to the **Contract**:

Annex 1 Grant Offer Letter

In Bratislava on .....

In .....on.....

.....  
**Government Office of the SR**  
represented by  
Mgr. Matúš Šutaj Eštok  
Head of the Office of the Government of the SR

.....  
**Name of legal person**  
represented by  
**Name and surname of the statutory representative**  
**position**

**Programme / Fund abbreviation:**  
Initiative number:

Contract number:

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## ANNEX 1 – GRANT OFFER

### 1 IDENTIFICATION DATA:

#### 1.1 Beneficiary identification:

- 1.1.1 **Beneficiary Business Name:** applicant\_name
- 1.1.2 **Seat address:** seat\_street seat\_descriptive\_number/seat\_orientation\_number  
seat\_postal\_code seat\_city

#### 1.2 Contact person data:

- 1.2.1 **Name and surname:** cp\_first\_name cp\_last\_name
- 1.2.2 **E-mail:** cp\_email

#### 1.3 Initiative Identification:

- 1.3.1 **Initiative Name:** project\_title
- 1.3.2 **Initiative Number:** project\_code
- 1.3.3 **Programme Name (if relevant):** programme\_title
- 1.3.4 **Initiative Approval Date:** project\_decision\_issued\_on
- 1.3.5 **Initiative Commencement Date:** project\_implementation\_start\_date
- 1.3.6 **Planned Completion Date of the Initiative:** project\_implementation\_completion\_date
- 1.3.7 **Initiative Objective(s):** initiative\_objective
- 1.3.8 **Component/Measure:** component\_measure

#### 1.4 Partner(s) Identification

No	Partner Name	ID number/equivalent
1.4.1	partner1_name (hereinafter referred to as „Partner1“)	partner1_ID
1.4.2	partner2_name (hereinafter referred to as „Partner2“)	partner2_ID
1.4.3	partner3_name (hereinafter referred to as „Partner3“)	partner3_ID
1.4.4	partner4_name (hereinafter referred to as „Partner4“)	partner4_ID

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## 1.5 Documents

1.5.1 This **Grant Offer Letter** is prepared according to the data provided by the **Beneficiary** in the– version No. application\_version of the **Grant Application**, registered under the file No. registration\_file\_number et seq., as well as based on additional information provided by the **Beneficiary**.

## 2 INITIATIVE FUNDING

### 2.1 Summary data

2.1.1 **Grant** shall not exceed grant\_requested\_total eur.

2.1.2 **Co-financing** is not required.

### 2.2 Eligibility of expenditure

2.2.1 Expenditure shall not be incurred prior the date fixed in point 1.3.5 of this **Grant Offer Letter**.

2.2.2 Unless otherwise agreed, the expenditure must be incurred no later than within two months following the date fixed in point 1.3.6 of this **Grant Offer Letter** or no later than 30 April 2025, whichever date is earlier. This date is also the **Final Date of Eligibility**.

### 2.3 Distribution of expenditure

2.3.1 An indicative distribution of expenditure according to the **Entities** is listed in Chart 1 in EUR.

2.3.2 Transfers of expenditure between the **Entities** are eligible provided that there is a mutual agreement between these **Entities** and that the provision of the point 2.1.1 of this **Grant Offer Letter** has been complied with.

Chart 1

Entity	Total
Beneficiary	applicant_total
Partner1	partner1_total
Partner2	Partner2_total
Partner3	Partner3_total
Partner4	Partner4_total
<b>Total</b>	costs_total

## 3 INDICATORS

### 3.1 Standard indicators

3.1.1 The **Beneficiary** shall ensure that the target values of the indicators listed in Chart 2 will be achieved upon the approval of the **Final Report**.

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## Chart 2

Point	Indicator title	Target Value
a)	standard_indicator1	standard_indicato r_target1
b)	standard_indicator2	standard_indicato r_target2
c)	standard_indicator3	standard_indicato r_target3

### 3.2 Activity Indicators

3.2.1 The **Beneficiary** shall ensure that the target values of the indicators listed in Chart 3 will be achieved upon the approval of the **Final Report**.

## Chart 3

Point	Indicator title	Target Value
a)	project_specific_indicator1	project_specific _indicator_targ et1
b)	project_specific_indicator2	project_specific _indicator_targ et2

## 4 FINANCING, REPORTING AND MILESTONES

### 4.1 Advance Payment

4.1.1 The **National Focal Point / Programme Operator** shall provide the **Beneficiary** an **Advance Payment** in amount of advance\_total eur.

### 4.2 Plan for a submission of the Initiative Reports

4.2.1 If the implementation of **Initiative** has lasted more than 6 months, the **Beneficiary** is required to submit **Interim Report** in accordance with **Implementation Rules**.

4.2.2 **Final Report** shall be submitted by the **Beneficiary** within 2 months following the completion of the **Initiative**, but no later than 2 months following the date fixed in paragraph 1.3.6 of this **Grant Offer Letter**.

## 5 SPECIFIC CONDITIONS AND SUSTAINABILITY

### 5.1 Suspensive Conditions of the Advance Payment

5.1.1 For example delivering a resolution of the Self Governing Region, municipal council, proof of authorization, accreditation, etc., if relevant.

### 5.2 Suspensive Conditions of the Final Payment

5.2.1 For example certificate of accreditation etc.

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### 5.3 Other Specific Conditions

#### 5.3.1 The Beneficiary shall ensure...

### 5.4 Initiative Sustainability Period

- 5.4.1 The **Initiative Sustainability Period** is stated on period of project\_sustainability\_period years following the approval of **Final Report**.
- 5.4.2 **During the Initiative Sustainability Period**, the Beneficiary is obliged to ensure that the target values of the indicators referred to in point 3.1. and 3.2. this Grant Offer Letter will, in principle, remain unchanged.

## 6 PUBLIC PROCUREMENT

### 6.1 Specific conditions

- 6.1.1 The **Beneficiary** is entitled to submit the documentation to the **National Focal Point/Programme Operator** for review in accordance with the **Implementation Rules** prior to the procurement launching, if the estimated value of the contract exceeds EUR 20,000. The **National Focal Point/Programme Operator** shall notify the **Beneficiary** within a reasonable period of time whether or not it will carry out the review of the public procurement before its launching.
- 6.1.2 The **Beneficiary** is obliged to submit to the **National Focal Point/Programme Operator** the public procurement documentation in line with the **Implementation Rules** before signing the contract with the successful tenderer whenever the estimated value of the contract exceeds EUR 5,000. If the estimated value of the contract does not exceed EUR 20,000, the **National Focal Point/Programme Operator** shall notify the Beneficiary within a reasonable period of time whether it will carry out the public procurement review.
- 6.1.3 The **Beneficiary** is obliged to submit to the **National Focal Point/Programme Operator** the public procurement documentation in line with the **Implementation Rules** prior to signing the contract with the successful tenderer whenever the estimated contract value exceeds 20,000 euros. The **National Focal Point/Programme Operator** shall notify the **Beneficiary** within a reasonable period of time whether the contract may be concluded.
- 6.1.4 The **Beneficiary** is obliged to submit to the **National Focal Point/Programme Operator** a draft amendment to the contract before it is concluded whenever the expected value of the contract exceeds 5,000 euros and if the contract is to be substantially amended by the conclusion of the amendment. If the estimated value of the contract does not exceed EUR 20,000, the **National Focal Point/Programme Operator** shall notify the **Beneficiary** within a reasonable period of time whether it will carry out the control of the draft amendment to the contract.
- 6.1.5 If the amount of Declared Expenditure incurred on the basis of public procurement throughout the Implementation period does not exceed EUR 20,000 or 25% of the value of the contract, the **National Focal Point/Programme Operator** shall not control this public procurement or concluded contracts or amendments.
- 6.1.6 The preceding provisions shall apply mutatis mutandis to contracts and any amendments thereto made through the Electronic Contractual System.

## 7 BUDGET

- 7.1.1 Indicative budget is to be found in the Grant Application.

## 8 STATE AID

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- 8.1.1 The **Beneficiary** acknowledges that the **Grant** provided under the **Contract** constitutes de minimis aid granted under Act No. 358/2015 Coll. on the regulation of certain relations in the area of state aid and minimum aid and on amendments to certain laws and in accordance with the <insert title of the scheme> no. <insert schema number> („**de minimis aid scheme**“).
- 8.1.2 The **Beneficiary** shall ensure that the **Initiative** is not altered in such a way as to render the Initiative financing incompatible with the **de minimis scheme**.
- 8.1.3 The **Beneficiary** undertakes to notify the **National Focal Point/Programme Operator** any change in the facts decisive for determining the amount of aid under the de minimis scheme and the eligibility of the grant without any delays.
- 8.1.4 The **Beneficiary** declares that:
- is an enterprise undertaking within the meaning of Article No. 107, Treaty on the Functioning of the European Union; it means an entity that carries out an economic activity and meets the definition of an SME ("SME")<sup>1</sup>;
  - the investment shall be retained in the beneficiary region for at least five years, after the end of the whole investment, unless a different deadline is set in the call;
  - is not an enterprise claimed to be recovered on the basis of a previous Commission decision granting aid declared to be unlawful and incompatible with the common market is not a firm in difficulty under the EU Guidelines on State aid for rescuing and restructuring companies in difficulty;
  - the maximum de minimis aid received as a single enterprise<sup>2</sup> shall not exceed EUR 200,000 during the previous two fiscal years and during the current fiscal year.<sup>3</sup>
- 8.1.5 The **Beneficiary** undertakes to return all or part of the Grant provided if any of the declarations referred to in point 8.1.4 is proved to be false or fails to comply, resp. ceases to comply with the conditions for granting de minimis aid under Act no. 358/2015 Coll. on the regulation of certain relations in the area of state aid and minimum aid and on amendments to certain acts and / or **de minimis aid schemes**.
- 8.1.6 If the **Commission (EU)** starts to assess whether the aid has been granted in accordance with the relevant EU legislation, the **National Focal Point/Programme Operator** is entitled to suspend the payment until the Commission's decision (EU) is delivered on the matter.

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<sup>1</sup> The crucial definition of SMEs is the one used in Annex I to Commission Regulation (EU) No 651/2014 from 17 June 2014 declaring certain categories of aid compatible with the internal market pursuant to Articles 107 and 108 of the Treaty no. 1 of the General Block Exemption Regulation (Annex 1 de minimis aid schemes).

<sup>2</sup> The definition of a single undertaking is set out in Art. 2 par 2 Commission Regulation (EU) No 1407/2013 from 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid and Art. E of this scheme.

<sup>3</sup> The three-year period in connection with the provision of de minimis aid is determined on the basis of the beneficiary's accounting period in accordance with Act no. 431/2002 Coll. on Accounting as amended.