

(select applicable grant)

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GRANT AWARD DECISION

(hereinafter "Decision")

The Czech Republic – the Ministry of Finance, Letenská 15, 118 10 Prague 1, as the grant provider (hereinafter the "provider") pursuant to Section 14 para 2 Act No. 218/2000 Coll., on Budgetary Rules and on the change of certain other acts, as amended (hereinafter "Budgetary Rules"), hereby accommodates the grant application for implementation of a project [No. and name of the project] (hereinafter "project"), which will be funded from EEA/Norway grants 2014-2021 within the framework of the [...] Programme, and will provide the grant within the meaning of Section 14m para 1 letter a) Budgetary Rules.

Part I – Beneficiary

[Business name/name of the grant beneficiary]

Date of birth: [...] (if the beneficiary is a natural person)

[address of permanent residence/offices]

ID No: [...] (natural persons only if they are entrepreneurs)

(in case of a contributory organization established by a municipality / Region)

Name of the grant beneficiary's founder: [...]

(hereinafter the "beneficiary")

Part II – The amount of the grant and the financing method

1. Financial framework

Grant type/sources of co-financing	Amount in CZK	Share on the total eligible expenditure approx. %
Grant total		
• of that, grant provided from EEA/Norway grants (provided from the National Fund pursuant to Section 37 para 6 Budgetary Rules)		

• of that, the state budget, i.e. funds from the state budget designated as programme co-financing (provided as other funds from the state budget pursuant to Section 44 para 2 letter j) Budgetary Rules)		
Own sources of co-financing		
Total eligible expenditure¹		

Total eligible expenditure must consist of at least 15 % of non-investment expenditure. Grant will be provided in the maximum amount of [...] CZK, which represents approximately [...] % from the project's total eligible expenditure.

Indirect project expenditure has been determined in accordance with the following method: a)/b)/c)/d)/e) (pursuant to grant application) in the amount of [...] CZK. (delete, if not relevant/applicable – a = actual, b = 25 %, c = 15 %, d = other)

Advance payment amount to [...] CZK. (delete, if not relevant/applicable)

2. Proportional reduction of the grant

In the event that the actual amount of the total eligible expenditure required for the implementation of the project will be lower than [...] CZK, i.e. the basis for determining the amount of the grant, the actual amount of funds provided will be proportionally reduced, while the percentual share of the grant on project's the total eligible expenditure according to point 1 above will remain the same.

3. Project's purpose

The purpose, for which the provided funding is provided, is [...]. (pursuant to grant application and Grant Approval Conditions – in case of a difference between the application and the Conditions, insert the text from Conditions).

4. Project deadlines

- Planned commencement date: [dd/mm 20xx] (date specified by the beneficiary in grant application)
- Purpose must be achieved no later than by: [dd/mm 20xx] (date pursuant to grant application)
- Expenditure is eligible from: [dd/mm 20xx] (date pursuant to Grant Approval Letter for the grant application)
- Expenditure is eligible until: [dd/mm 20xx] (date pursuant to Grant Approval Letter for the grant application)

Part III – Legal framework for provision of the grant

1. Grant is provided in accordance with Section 14 Budgetary Rules.

¹ If additional project expenditures are realized that exceed the amount of the total eligible expenditures, the beneficiary is obliged to provide these additional expenditures from its own resources.

2. This Decision must be interpreted in accordance with the Regulation on the Implementation of the EEA and Norway Financial Mechanism 2014-2021 (hereinafter “Regulation”) and Programme Agreement [...].
3. During project implementation, the beneficiary is obliged to act in accordance valid Czech law and conditions stipulated in this Decision.
4. The beneficiary is also obliged to proceed, in implementing the project, in line with the following documents, as may be amended:
 - a. Guidelines for beneficiaries of grants funded from programmes Health, Culture, Good governance, Human rights and Justice (hereinafter “Guidelines”),
 - b. Guideline of the National Focal Point for Eligible Expenditures under the EEA/Norwegian FM 2014-2021 (hereinafter “EE Guidelines”),
 - c. Communication & Design Manual,
 - d. Guidelines of the Programme Operator concerning Small-scale Public Procurements Financed by the EEA and Norway Grants 2014-2021 (hereinafter “PO Guidelines”).

The methodological instructions given in para 4 letter a) to c) are binding for the beneficiary in the version valid on the date of the relevant act is taken during implementation of the project, or on the day of violation of the relevant provision arising from legal regulation or these instructions. When awarding contracts via public procurement, the beneficiary shall be bound by the version of PO Guidelines that were valid on the date of the public procurement procedure’s commencement. The provider shall notify the beneficiary on issue of amended methodological instructions without undue delay via IS CEDR.

Part IV – The beneficiary’s Obligations

1. Fulfilment of the project’s purpose

The beneficiary is obliged to fulfil the project purpose for which he received the grant specified in Part II. point 3 of this Decision and to implement this project within deadlines pursuant to Part II. point 4 of this Decision.

2. Logical framework and project budget

The beneficiary is obliged to proceed in line with the up-to-date version of the project budget and its logical framework, which had been uploaded to IS CEDR. The beneficiary is obliged fulfil outputs of individual project activities and the related target indicator values. The beneficiary is further obliged to fulfil the Programme outcomes and related target indicator values.

3. Eligible expenditure

The beneficiary is entitled to request reimbursement only for eligible expenditure in line with EE Guidelines.

4. **Beneficiary's pre-financing**

If no advance payment had been provided, the beneficiary is obliged to secure pre-financing of project's eligible expenditure always before filing monitoring reports.

5. **Change notification**

The beneficiary is obliged to notify the provider without undue delay of any facts or changes which could have impact on the performance and obligations arising from this Decision.

6. **Monitoring**

- a) The beneficiary is obliged to provide to the provider all information that is necessary for regular monitoring of the progress in the project's implementation as well as for its final evaluation; especially, the beneficiary is obliged to submit monitoring reports on the project in line with the Guidelines.
- b) The beneficiary is obliged to create conditions, for the purposes of verifying fulfilment of obligations arising from this Decision, to carry out checks and reviews of project's implementation progress, to provide any and all documentation relating to project's implementation, to facilitate regular verification of compliance of information on the project provided in report with the actual situation on the site of its implementation and to provide cooperation to all persons authorized to carry out such checks and reviews, or their proxies.
- c) The beneficiary is obliged to inform the provider of all controls and reviews or monitoring of the project carried out by other entities, about the results thereof and about any proposed corrective measures and on the adoption and fulfilment of such corrective measures, if applicable.
- d) The beneficiary is obliged to proceed in the project's implementation in line with internal controls system, if relevant.

7. **Accounting**

The beneficiary is obliged to keep proper accounting and record of all income and expenditure, respectively revenues and costs arising in line with the project in accordance with valid Czech legislation and the Guidelines and to record income and expenditure in direct connection with the project.

8. **Public procurement**

- a) The beneficiary is obliged, in implementing the project, to award public contracts pursuant to Act No. 134/2016 Coll., on Public Procurement, as amended.
- b) The beneficiary is obliged, in awarding small-scale public contracts, to proceed in line with Section 6 Act No. 134/2016 Coll., on Public Procurement, as amended, and in line with the PO Guidelines.

9. **Archiving documents**

The beneficiary is obliged to archive all documentation related to project implementation in line with the Czech law, for at least a period of 10 years since the 1st of January of the year following the year in which the project was recorded as completed by the provider in IS CEDR, but at least until 31 December 2030.

10. Use of information and provision of information

- a) The beneficiary agrees that the information pertaining to the project will be used in information and accounting systems for the purposes of administration and publicity of the EEA/Norway grants 2014 - 2021.
- b) The beneficiary is obliged to ensure that all information submitted to the provider and to the entities involved in the implementation of the project were always complete and true.

11. Prohibition on drawing other aid

The beneficiary is not authorized to draw any other aid, during the implementation of the project, for identical expenditure from other financial instrument or other public funds. If a certain expenditure has been reimbursed from the grant only in part, the provision under the previous sentence applies only to that part of the expenditure.

12. Use of income generated by the project

The beneficiary, who generates income by the project, is obliged to inform the provider about the amount of such income and about the so-called net revenue generated by the project, which the beneficiary obtained during the project implementation or during the project's sustainability period. The beneficiary is obliged to use such income in line with the Guidelines.

13. Reporting of irregularities

The beneficiary is obliged inform the provider without undue delay of any suspected irregularities that may be discovered during the project implementation.

14. Publicity

The beneficiary is obliged to follow the publicity rules pursuant to Communication & Design Manual.

15. Grant settlement

The beneficiary, who received an advance payment, is obliged to financially settle the grant in line with the Budgetary Rules and any implementing regulation.

16. Partnership

In case the beneficiary implements the project in cooperation with a partner, any such partnership must be governed by a respective Partnership Agreement.

17. Sustainability *(to be used only if applicable; if this paragraph is deleted, please modify Part VIII – Reduced levies, para 3) (this provision to be modified pursuant to conditions stipulated in the Grant Approval Letter)*

The beneficiary is obliged to maintain all relevant project outcomes for a period of [...] years from the project completion. *(text to be modified pursuant to the specific wording of the condition as prescribed in the Grant Approval Conditions).*

18. Maintenance of investment assets and assets built/reconstructed/renovated within the framework of the project

Should the project result in acquisition of investment assets or assets built/reconstructed/renovated, the beneficiary shall be obliged to treat these assets within the project with due diligence of a good manager, in particular to insure and secure it against damage, loss and theft and not encumber such assets with any rights of third parties, including liens for the duration of the project and for at least 5 years after completion of the project. The beneficiary shall ensure retention of ownership/usage rights to the acquired fixed assets and to assets built/reconstructed/renovated within the project for at least 5 years after the completion of the project. The assets will be used in accordance with the purpose of the project for at least 5 years after the completion of the project. The beneficiary is also obliged to ensure proper maintenance of the acquired fixed assets and assets built/reconstructed/renovated in the project for at least 5 years after the completion of the project, for which the beneficiary shall allocate appropriate funding annually.

19. Specific conditions

The beneficiary is obliged to fulfil other specific condition stipulated in the Grant Approval Letter, which is attached to this Decision.

(relevant for the Programme Culture, otherwise delete)

Part V – State aid and de minimis aid (select pursuant to the Call and specific project) (Programme Culture, Call CB1 or ACC1)

Grant provided in the amount of [...] CZK represents de minimis aid provided to the beneficiary (*if there is no partner in project or isn't financially involved*) in line with Commission Regulation (EU) No 1407/2013 of 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, *OJ L 352, 24.12.2013, p. 1–8*.

(if there exists one partner that is financially involved in the project) Of that, the amount of [...] CZK represents de minimis aid provided to the beneficiary and the amount of [...] CZK represents de minimis aid provided to the partner.

(If there are more than one partner financially involved in the project)

The amount of the de minimis aid is divided between the beneficiary and the partners as follows:

The beneficiary: [...] CZK

Partners (*list all partners who are involved financially*):

[Firm/name of the partner]: [...] CZK

[Firm/name of the partner]: [...] CZK

...

(Programme Culture, Call CA1)

(applies to projects which do not constitute state aid / de minimis aid to the beneficiary or the partner)

Grant provided toward the implementation of the project does not constitute state aid or de minimis aid.

(applies to projects which do constitute de minimis aid to the beneficiary/partner)

Grant provided in the amount of [...] CZK represents de minimis aid provided to the beneficiary *(if there is no partner in project or isn't financially involved)* in line with Commission Regulation (EU) No 1407/2013 of 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, OJ L 352, 24.12.2013, p. 1–8. *(if there exists one partner that is financially involved in the project)* Of that, the amount of [...] CZK represents de minimis aid provided to the beneficiary and the amount of [...] CZK represents de minimis aid provided to the partner.

(If there are more than one partners financially involved in the project)

The amount of the de minimis aid is divided between the beneficiary and the partners as follows:

The beneficiary: [...] CZK

Partners *(list all partners who are involved financially)*:

[Firm/name of the partner]: [...] CZK

[Firm/name of the partner]: [...] CZK

...

Part VI – Authorization to process personal data

1. Authorization and purpose of processing personal data

- a) The provider is authorized, as an administrator, to process personal data (including special categories of personal data, as long as they are required to achieve the purpose of their processing) in order to demonstrate proper and efficient use of the funding that was provided toward implementation of the project by this Decision.
- b) The provider hereby authorizes the beneficiary to process personal data in order to demonstrate proper and efficient use of the funding that was provided toward implementation of the project by this Decision, in the extent specified in paragraph 2 of this Part of the Decision.

2. Extent of personal data processing on the basis of given authorization and data protection

- a) The beneficiary shall be authorized to process personal data in the extent implied by the beneficiary's obligations as defined in the Guidelines and this Decision.
- b) The beneficiary is authorized to process personal data exclusively in order to demonstrate proper and efficient use of the funding, in particular in connection with preparation of mandatory project reports.

3. Technical and organizational safeguarding of personal data

The beneficiary is obliged to process and protect personal data in line with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as follows:

- a) personal data in physical form, i.e. hardcopy documents or data on data carriers shall be kept in lockable boxes, for the period of time specified in Part VI, paragraph 5 of this Decision;
- b) personal data in electronic format shall be processed in IS CEDR, which is operated by the Ministry of Finance;
- c) The beneficiary shall provide access to the processed personal data only to the provider, its employees, who are, in connection with the project implementation, supposed to process such personal data, and to bodies authorized to carry out reviews and check, with exceptions stipulated by paragraph 7 of this Part of the Decision;
- d) Beneficiary's employees who will be granted access to processed personal data shall be duly and manifestly instructed by the beneficiary about their obligation to maintain strict confidentiality about such data in line with Article 28 para 3 letter b) General Data Protection Regulation.

4. Categories of personal data and data subjects

- a) The following categories of personal data are processed in particular: name, last name, academic title, birth number/date of birth, address, telephone number, email, payment information, and potentially other personal data that are required to fulfil obligations imposed by this Decision.
- b) Data subjects are persons, who are indirect beneficiaries of the grant, i.e. person who are actively or passively involved in the project.

5. Processing period

The beneficiary shall be authorized to process personal data for the project implementation period and to keep this data for 10 years from the 1st of January of the year following the year in which the project was concluded by the provider in IS CEDR, but until at least 31 December 2030. After expiry of this deadline, the beneficiary shall be obliged to destroy such personal data without undue delay, with the exception of personal data which are subject to longer processing period on the basis of other valid legislation. The obligation to destroy personal data does not apply to records held in IS CEDR.

6. Other obligations of the beneficiary in connection with processing of personal data

- a) The beneficiary is obliged to inform the provider, in line with Article 33 para 2 General Data Protection Regulation, on any breaches in the security of personal data within 24 hours from the moment such breach became known to the beneficiary.
- b) The beneficiary is obliged to hand over to the provider, upon request, any and all information that may be necessary to demonstrate fulfilment of obligations defined in this Part of the Decision.

- c) The beneficiary is obliged observe, as the administrator, to fulfil information obligation to all data subjects as required by law.
- d) The beneficiary is obliged to adopt all measures required pursuant to Article 32 General Data Protection Regulation.
- e) The beneficiary is authorized to engage other processors in the processing of personal data only if conditions pursuant to point 7 of this Part of the Decision will have been fulfilled.
- f) The beneficiary shall be obliged to provide the administrator with all necessary cooperation in performing the administrator's obligation to respond to requests raised by data subjects.
- g) The beneficiary shall be obliged to provide the administrator with all necessary cooperation in maintaining compliance pursuant to Articles 32 to 36 General Data Protection Regulation, while reflecting the information that are available to him/her in his/her role of the processor.

7. Processing by other persons

- a) The beneficiary is obliged to conclude a written agreement in accordance with Article 28 para 4 General Data Protection Regulation with any partner or supplier (hereinafter "additional processor") if such person is to be tasked, in connection with the project implementation, to process personal data.
- b) In contracts concluded pursuant to Article 28 para 4 General Data Protection Regulation between the beneficiary and additional processor, the beneficiary shall bind the additional processor to process personal data in the same extent to which the beneficiary is bound by authorization granted under this Decision.
- c) Should the additional processor fail to observe its obligations in the area of personal data protection, it will be the beneficiary, who shall be liable to the administrator for any such failure on the part of the additional processor.

Part VII – Payment terms

1. Payment of the grant *(select variant pursuant to specific project)* (if an advance payment has been approved)

The funding from the grant in the amount of [...] CZK shall be made available to the beneficiary prior to project implementation in the form of an advance payment. The remainder of the grant shall be reimbursed to the beneficiary on the basis of submitted monitoring reports including the Request for Payment (RfP) approved by the provider, in the amount corresponding to the respective RfPs. If the beneficiary co-finances the project from own sources, the payment will be provided only in the amount corresponding to the respective share to be paid by the provider in connection with financing of the project. A retainer in the amount of [10 % of the total grant pursuant to Part II para 1 above] CZK (10 % of the grant) shall be released after approval of the final project report. If the beneficiary fails to draw the total amount of the approved grant, the amount of the retainer shall be reduced correspondingly.

(if no advance payment has been approved)

The funding from the grant shall be released to the beneficiary as a reimbursement on the basis of RfP submitted monitoring report including the Request for Payment (RfP) approved by the provider, in the amount corresponding to RfPs, but in the maximum amount not exceeding [...] CZK. If the beneficiary co-finances the project from own sources, the payment will be provided only in the amount corresponding to the respective share to be paid by the provider in connection with financing of the project. A retainer in the amount of [10 % of the total grant pursuant to Part II para 1 above] CZK (10 % of the grant) shall be released after approval of the final project report. If the beneficiary fails to draw the total amount of the approved grant, the amount of the retainer shall be reduced correspondingly

2. Transfer of the grant

(if the beneficiary is not a contributory organization of a municipality/Region)

Funds from the grant will be provided to the beneficiary in CZK by non-cash bank transfer to a bank account specified in Bank Account Identification Information in IS CEDR. The funds will always be transferred gradually, the funds from the state budget first and then the funds from the EEA / Norway grants.

(if the beneficiary is a contributory organization of a municipality/Region)

Funds from the grant will be provided to the beneficiary in CZK by non-cash bank transfer to a bank account of the contributory organization's founder as specified in Bank Account Identification Information in IS CEDR. The funds will always be transferred gradually, the funds from the state budget first and then the funds from the EEA / Norway grants.

3. Payment suspension

In case of a serious error on the part of the beneficiary, the provider shall be entitled to suspend all payments to the beneficiary for the necessary required period of time.

Part VIII – Reduced levies

1. Breach of obligation stipulated by this Decision constitutes breach of budgetary discipline pursuant to Section 44, para 1, letter b) Budgetary Rules.
2. A breach or failure to comply with the obligations laid down in Part IV, points 1, 3, 4 and 11 shall be subject to a reduced levy in accordance with Section 44a para 4 letter b) of the Budgetary Rules.
3. For breach or failure to fulfil the obligations set out in Part IV in points 2, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16 and 17, 18 and 19 *(in case of deletion of the obligation to maintain sustainability in Part III there will only 18 point, point 19 needs to be deleted, and the resulting wording will be 2, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17 and 18)* shall be subject to a reduced levy in accordance with Section RfP 44a para 4 letter a) Budgetary Rules in the amount resulting from the percentage range or fixed percentage indicated in the Table of reduced levies annexed to this Decision.

Part IX – Final provisions

1. This Decision comes into force on the date of its signature by the provider.
2. This Decision cannot be appealed by operation of Section 14q para 2 Budgetary Rules.
3. The following Annexes form an integral part of this Decision:
Annex No. 1 Grant Approval Letter without Annexes
Annex No. 2 Table of reduced levies

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Deputy Finance Minister