

**FOUNDATION OPEN SOCIETY INSTITUTE (FOSI)**

Baarerstrasse 12, CH 6300 ZUG, Switzerland

June 23, 2016

Prof. Marek Šmid, Rector  
University of Trnava in Trnava  
Hornopotočná 23  
Trnava, 918 43  
Slovak Republic

Re: Grant Number OR2016-27650

Dear Prof. Šmid:

Foundation Open Society Institute (FOSI), a Swiss charitable foundation within the Open Society Foundations ([www.opensocietyfoundations.org](http://www.opensocietyfoundations.org)), is pleased to award **University of Trnava in Trnava** (the "Grantee") a grant with the terms and conditions set forth herein.

The grant is made as part of the activities of the **Education Support Program** of the Open Society Foundations and it shall be administered by AdminGroup Zrt. ("AdminGroup"), a Hungarian services company, acting as the agent of FOSI. We understand that Marek Šmid shall be the person responsible for administering the grant on Grantee's behalf.

This grant will be subject to the following terms and conditions:

**GRANT PURPOSE, PERIOD, AMOUNT**

This grant is awarded for **Open Education in Slovakia: Benefits For Education** ("the Project"), as detailed in the Grantee's approved proposal dated April 19, 2016. The grant period shall be from **May 1, 2016 to December 31, 2016**. The maximum amount of the grant award shall be **34,999.00 USD**, to be expended as per the Grantee's approved budget dated April 19, 2016. The grant amount shall be fixed and transferred in USD.

**PAYMENT**

Upon receipt of the countersigned copy of this grant agreement ("Agreement"), and provided that any outstanding reporting and repayment obligations resulting from this or any grants from the Open Society Foundations have been satisfied, FOSI will pay the grant in accordance with the following schedule, to the bank account indicated below:

<b>Date</b>	<b>Amount</b>
June, 2016	34,999.00 USD

Bank Name:	Státna pokladnica
Bank Address:	Radlinského 32, Bratislava 15 810 05, Slovak Republic
Bank account holder:	Trnava University in Trnava

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issued  
by  
Status Management/  
AdminGroup

The Grantee may request in writing or online at <http://grantportal.admingroup.hu> that subsequent installments be transferred to a different bank account held in the Grantee's name.

#### COMMUNICATIONS, REPORTING

The Grantee is required, except where connectivity issues exist, to submit reports online at <http://grantportal.admingroup.hu>. Reports should make a reference to the Grant Number and shall be due on or before the dates set forth below:

Date	Report Type
January 31, 2017	Final Report (narrative and financial)

Narrative reports shall detail progress made in achieving the Project's goals and they shall also include any publications produced as part of the Project. FOSI may, at its sole discretion, request that the Grantee submit further information and/or materials related to the Project's activities and accomplishments. Financial reports should follow the structure of the Project budget, and should account for expenditures incurred during the period covered. Expenses incurred in a currency differing from the currency in which the grant is fixed should be translated to the currency of the grant for reporting purposes to FOSI using historic or weighted average foreign exchange rates calculated for the grant period. FOSI may, at its sole discretion, request that the Grantee submit a transaction-detail report supporting the expenses reported in the financial reports referred to herein as well as supporting documentation of any items listed in the transaction-detail report.

#### EXTENSION

A request for an extension of the grant period must be submitted to AdminGroup prior to the end of the current grant period and must include a rationale and proposed end date, up to one year from the end of the original grant period.

#### PROJECT PROPOSAL, BUDGET, BUDGET ADJUSTMENTS

The grant shall be expended according to the Project proposal and attached budget as approved by FOSI. The Grantee may make cumulative adjustments among the amounts specified for the items of expenditure, excluding salaries and benefits, of up to 10 percent of the total funds awarded without FOSI's prior approval.

#### AUDIT, RECORDKEEPING

The Grantee shall maintain receipts and invoices for all matters pertaining to this grant, and shall keep these available for inspection or audit by FOSI or its designee for four years following the end of the grant period.

#### MONITORING

FOSI may monitor and conduct an evaluation of the Grantee's operation under this grant, which may include visits from FOSI staff or representatives to observe and discuss the Grantee's activities and review financial and other records and materials connected with the activities financed by this grant.

#### FOSI'S RIGHT TO PUBLISH GRANT DATA

The Grantee hereby authorizes FOSI or its designee to publish, in any printed or electronic medium, the Grantee's name, address, the purpose of this grant award and the grant award amount as specified herein.

#### ACKNOWLEDGEMENT, THE GRANTEE'S USE OF THE MARKS

The Grantee shall acknowledge FOSI support in all appropriate publications related to the Project as follows: "Supported [in part] by a grant from the Foundation Open Society Institute in cooperation with the Education Support Program of the Open Society Foundations." FOSI is authorized to grant and within such authority hereby grants to the Grantee a revocable, non-transferable, non-exclusive license to use the Open Society Foundations name and logo trademarks (the "Marks") in the Grantee's acknowledgement, each use requiring

Prior approval from FOSI. The Grantee shall not alter, modify, challenge, dilute or otherwise misuse the Marks, or take any action that would bring the Marks into disrepute.

#### SUBGRANTS

The Grantee shall not grant funds to third parties to perform any of its duties or obligations under this Agreement, except as provided for in the approved proposal and budget, without the prior written consent of FOSI.

#### REPAYMENT

At the conclusion of the grant period, the Grantee agrees to return unexpended funds and any interest thereon to FOSI. The Grantee also agrees to return any funds that are not covered by accepted reports within ninety (90) days of the final report due date, or by the deadline given by FOSI, whichever is later.

#### CREATIVE COMMONS LICENSING

The Grantee hereby agrees to consider licensing all Publications funded by this grant to the public under a non-exclusive Creative Commons license of the Grantee's choosing. The Grantee may choose to opt in or opt out of licensing Publications under a Creative Commons license by advising FOSI in writing when returning a signed copy of this Agreement. The Grantee is advised to review <http://wiki.creativecommons.org/Grantees>, which contains information about the various Creative Commons licenses as well as information about how to contact Creative Commons should the Grantee want additional information.

PLEASE MARK YOUR SELECTION REGARDING CREATIVE COMMONS LICENSING:

The Grantee \_\_\_ agrees \_\_\_ does not agree to license Publications under a Creative Commons license. For the avoidance of any doubt, the Grantee's decision whether or not to grant a Creative Commons license for the Publications will not affect grant decisions by FOSI.

#### GRANTEE'S RESPONSIBILITY, AUTHORITY

This Agreement exists solely between FOSI and the Grantee, regardless of the Grantee's use of third parties for the Project. The Grantee shall, at all times, be responsible for execution of the Project and all salary, social security, legal, and taxation matters related to the execution of the Project and expenditure of the grant. The Grantee shall hold FOSI harmless from any damage or injury of any kind resulting from or caused by any act or omission of the Grantee related to this Project.

The Grantee has no authority to act as an agent of FOSI; it shall not enter into any agreement on behalf of FOSI, or bind FOSI in any way.

#### CONSEQUENCES OF NON-COMPLIANCE

If the Grantee fails to use the grant funds for the purpose of the grant as set forth herein or if the Grantee fails to provide FOSI with narrative and financial reports properly substantiating the use of the grant funds for such purpose in a timely manner, or if FOSI is not satisfied that the Grantee is in full compliance with all the terms of this Agreement and the Grantee does not cure such failure upon FOSI's demand, FOSI may, at its sole discretion, immediately stop funding the Grantee. Furthermore, such non-compliance with the terms of this Agreement may also result in the Grantee becoming ineligible to receive further grants from FOSI and other entities within the Open Society Foundations.

#### TERMINATION

Notwithstanding the above consequences of non-compliance, if FOSI determines that the Grantee is in violation of any of the provisions of this Agreement, then FOSI may, at its sole discretion, terminate this agreement with 30 days' notice. The Grantee's repayment obligation in case of termination shall be limited to funds not yet already spent or irreversibly committed by the Grantee in good faith and in compliance with the terms of this Agreement up until the date of termination.

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Issued  
by  
Grants Management  
Department

**CHOICE OF LAW AND FORUM**

This Agreement shall be interpreted in accordance with the laws of Switzerland, without regard to any conflict of law provisions, and any legal proceeding arising out of this Agreement shall be brought in the courts of Zug, Switzerland.

**ENTIRE AGREEMENT, COUNTERSIGNATURE**

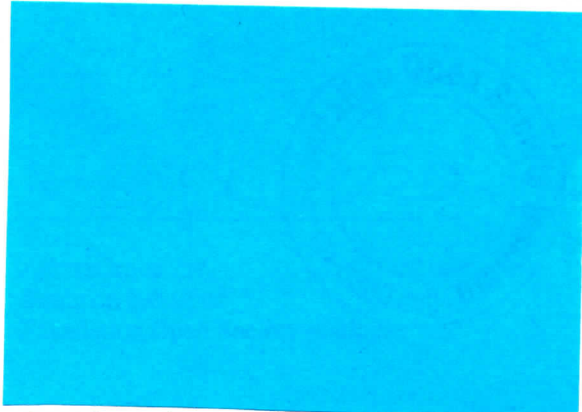
This Agreement, together with the proposal and budget approved by FOSI, represents the final and complete understanding of the parties related to the grant award for the Project. In the event of any conflict between this Agreement and the Project proposal or budget materials, the terms and conditions of this Agreement shall prevail. This grant award is conditional upon FOSI receiving an executed copy of this Agreement from the Grantee no later than 60 days from the date indicated on Page 1 of this Agreement.

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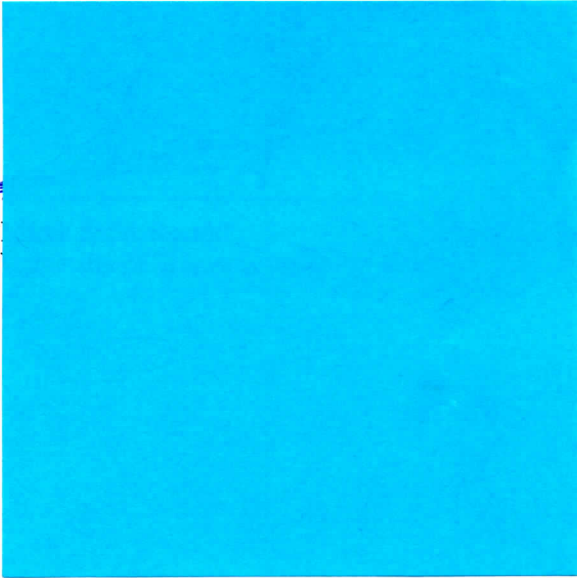
Please return an executed copy of this letter to us, keeping a copy for your records.

On behalf of FOSI, may I extend my best wishes for the success of your Project.

Very truly yours,



Agreed to and accepted on behalf of the Grantee:

Signed: 

Date: 

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**APPROVED BUDGET (USD)**

<b>Category</b>	<b>Unit</b>	<b>Number</b>	<b>Amount</b>	<b>Total</b>
<b>Project Personnel</b>				
Project lead	month	8	\$900	\$7,200
Project member	month	8	\$550	\$4,400
Project member	month	8	\$550	\$4,400
Other personnel	month	8	\$225	\$1,800
<b>Subtotal</b>				<b>\$17,800</b>
<b>Project activities</b>				
International and domestic travel (conferences, meetings, etc.)		3	\$750	\$2,250
Educational program - finalization of the outline		1	\$900	\$900
Workshops for teachers		1	\$5,000	\$5,000
OER (open educational resources) website - content update and further development		1	\$1,400	\$1,400
OER network - further development		1	\$1,009	\$1,009
Informational publication and leaflets - preparation, translation		1	\$1,400	\$1,400
<b>Subtotal</b>				<b>\$11,959</b>
<b>Other Project Costs (overhead)</b>				
General overhead				\$5,240
<b>Subtotal</b>				<b>\$5,240</b>
<b>Project Total</b>				<b>\$34,999</b>