

AGREEMENT ON THE TRANSFER AND USE OF A GRANT FROM THE MINISTRY OF EDUCATION AND CULTURE

Kunsthalle Bratislava Lydia Pribisova Kunsthalle Bratislava, Namestie SNP 811 06 Bratislava Slovakia Project number: 202320058

1. Parties to the Agreement

- 1. Grant Recipient: Frame Foundation, hereinafter Frame Foundation. Address: Frame Foundation, Töölönkatu 11 A, 00100 Helsinki, Finland
- 2. Recipient of a forwarded grant: Kunsthalle Bratislava (52832171), hereinafter Grant User.
 - () Natural person () Workgroup (x) Organisation

2. Object of the Agreement

Project grant 1, which the Frame Foundation has granted from the state grant awarded by the Ministry of Education and Culture (register number of grant decision by Ministry of Education and Culture: OKM/709/620/2022) under section 7, paragraph 2 of the Act on Discretionary Government Transfers (688/2001).

3. Purpose of grant

For traveling, accommodation, shipping, and installation costs for a solo show in Bratislava

4. Amount of grant

5 000 €

5. Timeperiod of grant usage

10.3.2023 - 31.12.2023

6. Due date of report on the use of the grant

Travel grants one month and project grants two months after the end of the project: 29.2.2024

7. Payment of grant

The grant is paid only after both parties have signed the agreement.

Grants will be paid to grantees outside of Finland with foreign bank accounts only after the grantee has submitted a valid grant report on the use of the grant (see section 11.) after the grant-supported project has been realised.

Grants are paid once a month. The grant is paid in euros.

The grant is paid in one instalment into the Grant User's bank account: Kunsthalle Bratislava

Námestie SNP 12, 811 06 Bratislava

Slovakia

IBAN: SK61 8180 0000 0070 0067 9588

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- 8. Terms and conditions concerning the use of the grant
 - 8.1. The grant may only be used for the purposes noted in section 3 of this agreement.
 - 8.2. The grant may only be used during the period mentioned in section 5 of this agreement.
 - 8.3. The grant must not be transferred to another party or person unless they are member of the working group who have authorised one member of the group to sign this agreement (travel grants), or unless they are the person mentioned in section 3 and is to be paid a fee (project grants).
 - 8.4. If the Grant User is a corporation, they must create a dedicated cost pool for the grant and monitor the actualised costs and earnings noted in section 3 as well as other grants or support received for the same purpose in accordance with the Accounting Act (1336/1997) and the Accounting Ordinance (1339/1997) and in accordance with good accounting practice.

9. Acceptable expenses

- 9.1. A forwarded or shared grant alone or combined with other funding must not exceed the acceptable expenses.
- 9.2. Acceptable costs include necessary and reasonable expenses during the grant period (see section 5).

Acceptable and unacceptable expenses

Travel grant

Travel grants can only be applied for to cover personal or work group's:

- travel expenses
- accommodation expenses
- transport and insurance of artworks

Travel grants cannot be spent on:

- residencies (including travel to and from)
- · per diems or living costs
- · gallery rental or participation fees
- production and material costs of artworks
- installation costs or equipment purchases
- artistic work
- · studies, theses
- the expenses of foreign artists not based in Finland
- · events or exhibitions in Finland

Project grant

Project grants can only be applied for to cover the following expenses of Finnish or Finland-based artists:

Exhibitions, biennales, triennales or festivals:

- installation expenses
- travel and accommodation expenses
- transport and insurance of artworks

Art fairs:

- booth rental or participation fee
- travel and accommodation expenses
- transport and insurance of artworks

Publications:

- printing expenses
- writer fees
- translation fees

Project grants cannot be spent on:

- artistic work
- residencies (including travel to and from)
- gallery rental or participation fees
- · per diems or living costs
- artist / curator fees
- · studies. theses
- production and material costs of artworks
- general equipment or software purchases
- the expenses of foreign artists not based in Finland
- · events or exhibitions in Finland
- 9.3. Reasonable and acceptable travel expenses include expedient, legitimate and the most affordable available options in terms of the overall budget.

The grant may cover travel expenses when other grants and subsidies are deducted from the costs. Any excess portion of the payment must be returned.

- 9.4. Organisations: Acceptable costs are expenses accrued during the grant period that must be recorded as costs according to the Accounting Act (1336/1997) and the Accounting Ordinance (1339/1997) and in accordance with good accounting practice.
- 9.5. Organisations: Value added tax is considered an expense only when it is paid by the Grant User.
- 9.6. Organisations: Acceptable personnel costs include the immediate costs (wages and fees) of employees working within the framework of this agreement. Immediate costs also include the costs of other employees if the Grant User reliably shows, by monitoring working hours or by some other means, that the employees have directly contributed to the purpose noted in this agreement.
- 9.7. Organisations: If the grant is used to acquire fixed assets and the costs are recorded in the balance sheet, the costs may all be viewed as acceptable costs. Furniture and equipment should be acquired no later than the midpoint of the grant period. The acquired assets must remain with the Grant User and continue to benefit them and the public.

10. Complying with procurement legislation

10.1. The Grant User shall ascertain and take into consideration whether it is required to comply with public procurement legislation (Act on Public Procurement and Concessions Contracts 1397/2016).

11. Report on the use of the grant

11.1. The Grant User must submit a report to the Frame Foundation regarding the use of the grant using the electronic form at the Frame Foundation's grant service by the deadline mentioned in section 6.

The report must contain the following information and appendices:

- · the actualised grant period
- a free-format report of the project, its target audience and results
- a list of other grants and subsidies received for the same project
- itemised earnings and expenses
- all grant recipients must attach 1–5 on-site photographs to the report. The Frame Foundation reserves the right to use the materials in its communications
- registered organisations attach to the report a verified general ledger and a cost pool report
- working groups and natural persons must attach copies of invoices and receipts to the report
- Publications: project grant recipients who have received a grant for publications must deliver three copies of the publications in print to the Frame offices

The Grant User is obligated to keep receipts related to the grant for ten (10) years for possible auditing or inspection by the Ministry of Education and Culture.

11.2. Upon request by Frame Foundation or the Ministry of Education and Culture, the Grant User must provide all information and materials necessary for monitoring and inspection purposes and otherwise aid in the inspection.

12. Returning grants or halting payments

- 12.1. The Grant User must return erroneously, excessively paid or unduly received grants without delay to the Frame Foundation.
- 12.2. If the expenses of the activities funded by the grant amount to less than the sum paid to the Grant User, the remainder must be returned to the Frame Foundation.
- 12.3. The Grant User must return the grant or a portion of the grant if the grant cannot be used in the way specified in this agreement.
- 12.4. In cases of wrongdoing, the Frame Foundation may halt payments or demand that the amount paid or a portion of it be returned.
- 12.5. If the sum to be refunded is 10 euro or less, it may be left unrefunded.

13. Disputes and applicable legislation

13.1. The parties will primarily aim to resolve any issues related to this agreement in mutual negotiations.

13.2. Disagreements concerning this agreement that cannot be resolved in mutual negotiations will be resolved in the District Court of Helsinki in accordance with Finnish law.

This Agreement is made in two identical copies, one for the Frame Foundation and one for the Grant User.

Place and Time

Frame Foundation Raija Koli

Grant user

Jan Amann Kratochvil