

Grant

From:

EUROPEAN CULTURAL FOUNDATION
Jan van Goyenkade 5
1075 HN Amsterdam
The Netherlands

Awarded to:

Krajská knižnica v Žiline / Regional library in Žilina (Hereinafter the 'Main Grant Holder')
Antona Bernoláka 47
Žilina, 011 77
Slovakia

Brána poznania / The Gate of Knowledge (Hereinafter the 'Partner of the Main Grant Holder')
Antona Bernoláka, 47
Žilina, 011 77
Slovakia

Grant number: **Challenge-2319**

References:

Name of the project: **Become your favourite character**

Name of the programme: **The Europe Challenge 2024: Libraries, Communities and Democracy**

Amount in euro: **10.000 Euro**

Project code: **THEEUROPECHALLENGE**

Cost Centre: **Imagine Europe**

This Grant (hereinafter the "Grant") is made at **11 December 2023**.

Purpose:

To participate in the programme of The Europe Challenge from January 2024 – September 2024 to co-design, test and present a prototype solution to a local challenge identified by the library and community, working in conjunction with other libraries and communities across Europe. The programme includes below listed events which may be subject to change:

- From January 2024 until September 2024 ongoing (local) work on the identified challenges and solutions;
- Online kick-off meeting on 24 January 2024;
- 2-3 day regional working meeting on location in Europe (online option available) in March/April 2024;
- The Marketplace meeting in September 2024;
- Regular online summits and mentoring sessions.

Specific Objectives:

- To address a specific local challenge, as identified in the application (ANNEX A) that is relevant for other European contexts; To co-design, experiment, prototype and test solutions as a challenge team, consisting of a library and a community (Hereinafter the 'challenge team');
- To exchange, share and extend the challenge team's experience in community engagement and solution-prototyping with peers from across Europe who participate in the Europe Challenge;
- To describe and present the prototypes developed throughout the Europe Challenge programme to a broader audience, contributing to a database of transferable knowledge of how to solve a local challenge;
- To contribute to the role of libraries in Europe as crucial public spaces for democratic participation and social and environmental wellbeing through citizen-led local change.

Specific Output:

- Under the scope of Circular economy and environmental wellbeing a Costume Club and Costume Shop at the library will be established for creating and borrowing costumes and promoting community engagement and sustainable fashion.

Reporting:

- **By 21 April 2024** the Main Grant Holder submits a short mandatory mid-term survey.
- On certain occasions during the programme duration visual and/or narrative documentation can be requested for promotional purposes.
- **By 31 October 2024** the Main Grant Holder submits a final narrative and financial report, according to the granted activity and programme objectives as described above.
- Templates and surveys for all requested reportings will be shared with the grantee at the beginning of the programme.

In consideration for the Grant described above the Main Grant Holder agrees to the following:

1. Duration

This agreement shall enter into force as of **1 January 2024** and shall automatically terminate on **31 October 2024**. The period between the starting date and the end date shall hereafter be referred to as "grant term".

2. Approval of changes

If there are any changes to the originally submitted grant application or to this Grant agreement, the Grant Holder must pre-agree them in a written form with the ECF office. This applies to an extension of the Grant term, to the personal or budgetary changes or any significant alterations to the project objectives.

3. Financial obligations

The Main Grant Holder agrees to use the entire budget made available by ECF strictly for the Project and the purposes for which it was awarded to the Main Grant Holder by ECF, as described in the Project Objectives. This includes all conditions mentioned in this Agreement.

4. Relationship

The relationship between the Main and Partner Grant Holder and ECF under this Grant does not extend beyond the collaboration between the Parties on the Project. In the event that the Main and Partner Grant Holder shall hire third

parties in connection with the Project, such third parties shall under no circumstance be considered as employees of ECF.

5. Payments

The Grant will be awarded in the following two (2) instalments:

First instalment

A first instalment of 75% of the total Grant award amount immediately after signing this agreement and sending it back to the ECF. Documents that are required for the payment of the first instalment:

- A signed Grant agreement by both parties
- Bank Account information sheet (Annex B)
- A signed letter requesting the payment of the first instalment of the Grant (Annex C)
- A signed Consent form (Annex D).

Second (final) instalment

Within one (1) calendar months upon completion of the Project and – a maximum of two (2) calendar years from the date of this Agreement, the Main Grant Holder may apply for payment of the final balance of the Grant. Any unpaid balance of the Grant (in the event the entire Grant has not been paid or used) cannot be claimed after the lapse of two (2) calendar years from the commencing date of this Agreement as mentioned under article 1.

The Main Grant Holder may apply for the second (final) instalment of the remaining 25% of the total Grant award amount after completion of the project – not earlier than 31 October 2024. For receiving the final payment, the following documents are required:

- A final narrative report which should include the Main and Partner Grant Holder's accomplishments and analysis as well as a clear description of the prototyped solution, referring to the Programme Objectives and Output as stated in this Grant Agreement. A template for this report will be shared in advance of the submission deadline.
- A financial overview of expenditures, which should account for all project actions and budget as submitted. All costs must be in direct relation to the project delivery as described in the submitted and granted application. A template for this report will be shared with the grantee at least four weeks before the submission deadline.
- A signed letter requesting the final balance of the Grant (Annex C).

6. Contact with ECF and payment requests

The payment requests as referred to under Article 5 must be signed and sent by email, in English and with all amounts in Euros, quoting the Grant number mentioned on the first page of this Agreement, to theeuropechallenge@culturalfoundation.eu which will be your contact email for all matters related to this Grant.

7. Salary, social security, legal and taxation matters

The Main Grant Holder shall be responsible for all salary, social security, legal, and taxation matters related to the execution of the Project and expenditure of the Grant.

8. ECF and Partners Acknowledgement

For the ECF it is of importance that supported initiatives become publicly known. We expect from the Grant Holders to mention the funders wherever possible, using guidelines, logos and communication templates provided by ECF.

9. Evaluation, monitoring and audit

By signing this Agreement, the Main Grant Holder hereby agrees to give its full cooperation to the evaluation and monitoring of the Project by ECF. The Grant Holder hereby agrees that ECF may itself audit or appoint an auditor to audit all Project and Budget documentation. The Grant Holder shall offer its fullest cooperation and assistance for such review. Narrative and financial reporting is required at the end of the project by the Main Grant Holder.

10. Intellectual property

Copyright/IPR on any materials created by the Main and Partner Grant Holder remains with the Grant Holder and/or its licensors in perpetuity. ECF has the right to use any materials created in connection to this project by the Main and Partner Grant Holder or its partners, for its own non-commercial communication and promotional purposes and those of the Programme of the Europe Challenge both during the term of this agreement and afterwards. This is always done in consultation with the Main and Partner Grant Holder (such agreement not to be unreasonably withheld) and by giving due recognition to the Main and Partner Grant Holder.

11. Exclusion of liability

The Main and Partner Grant Holder has no authority to act as an agent of ECF, and shall not enter into any contract on behalf of ECF, or bind ECF in any way without express written authority from ECF. The Main and Partner Grant Holder shall hold ECF harmless from any damage or injury of any kind resulting from or caused by any act or omission of the Grant Holder or any third parties. ECF shall not be liable for any tax, fines or other charges or levies imposed in respect of the Project or otherwise imposed on the Main and Partner Grant Holder or any third parties.

12. Data Collection

ECF collects the grantees' personal data for the purposes of ensuring the efficient performance of this contract and as described in Consent form (Annex D).

13. Termination

Both parties may terminate this agreement upon a written and motivated request with one month notice. All financial obligations of ECF in this case would cease with immediate effect.

ECF shall have the right to, at its sole discretion, terminate this Agreement with immediate effect if the Grant Holder ceases to exist or ceases to set forth its current activities and objectives as envisaged by the Project.

In the event the Main and Partner Grant Holder is in violation of any of the provisions of this Agreement ECF has the right, at its sole discretion, to terminate this Agreement with immediate effect and shall be entitled to a reimbursement of any Payments paid to the Grant Holder under this Agreement as well as claim any damages/indemnity.

14. Applicable law

This Agreement shall be governed by Dutch law and must be construed and interpreted according to the laws of the Netherlands. Parties hereby undertake to execute this Agreement in good faith and, in the event of any dispute arising herewith, to make every effort at arriving at a conciliatory solution. Should litigation occur and legal action prove necessary in respect of any disputes, controversies, claims and all other issues arising between the Parties out of or in connection with this Agreement, such shall exclusively be submitted to the competent court in Amsterdam.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the date first written above.

EUROPEAN CULTURAL FOUNDATION

Signature

PlaceAmsterdam.....

Date12 December 2023.....

By: André Wilkens

Title: Director

Krajská knižnica v Žiline / Regional library in Žilina

Signature(s)

Place

Date

By: Katarína Šušoliaková

Brána poznania / The gate of the knowledge

Signature(s)

Place

Date

By: Michal Vaclavik

Annex A - Application to the Europe Challenge 2024: Libraries, Communities and Democracy

Annex B - Account information sheet

Annex C - Payment request form

Annex D - Consent form