Czech Republic – Ministry of Labour and Social Affairs (as the “programme intermediary”)

Department of the National Recovery Plan and the Swiss-Czech Cooperation Programme

Na Poříčním právu 1

128 01 Praha 2

as the administrative authority competent in terms of subject-matter and territorial jurisdiction,

on the basis of a grant application received on [date of first submission of the application] under Call No SC\_25\_001 Call No SC\_25\_001 from the Programme “Assistance to Foreign Nationals with Integration into the Czech Republic”, financed under the Swiss-Czech Cooperation Programme (the “Call”), pursuant to Section 14(4) and Section 14m(1)(a) of Act No 218/2000 on budgetary rules and amending certain related acts (Budgetary Rules), as amended, has decided to award a grant in the amount of CZK [total grant amount] to the beneficiary specified below and hereby issues

**Grant Award Decision SC/25/001/xxx**

**(the “Decision”)**

The application for a grant from the Swiss-Czech Cooperation Programme (the “PŠČS”) of [date of the final version of the application] for the implementation of the project [project title], registration number SC/25/001/xxx (the “project”), is fully approved by the programme intermediary (the “PI”) under the conditions set out below:

**Part I – General definition of the grant**

1. **Identification of the party to the proceedings, i.e. the grant beneficiary (the “beneficiary”):**

*[Legal person – name*]

*[Legal person – address of registered office*]

Governing body: […]

Registration number: […]

Beneficiary's bank account: […/…]

Bank account of the region through which the funds will be remitted to the beneficiary:[[1]](#footnote-2)

Bank account of the municipality through which the funds will be remitted to the beneficiary:[[2]](#footnote-3)

1. **Amount of the grant and funding scheme**
2. The grant shall be provided up to the maximum amount indicated in the row “Grant” in the following table:

| **Financial framework of the project** | **Amount**  **(CZK)** | **Share of total budget (%)** |
| --- | --- | --- |
| Total eligible expenditure | [to be completed – total eligible expenditure] | - |
| Beneficiary’s own contribution to eligible project expenditure | [to be completed – amount] | [to be completed] |
| Grant | [to be completed – grant amount] | [to be completed – 85 or 100] |
| * of which from the PŠČS, i.e. from funds provided from the state budget for the pre-financing of expenditure to be covered by resources from the National Fund (Section 44(2)(f) of the Budgetary Rules); | [to be completed – 85%] | 85 |
| * of which from the state budget, i.e. funds from the state budget for part of the national co-financing (Section 44(2)(k) of the Budgetary Rules). | [to be completed – amount] | [to be completed] |

1. The beneficiary shall comply with the prescribed percentage share of own resources to be used in financing the eligible expenditure of the project as shown in the table above. The amount of the beneficiary’s own-financing commitment stated in CZK is indicative only.
2. For the allocation of financing sources according to the table above, the decisive values are the percentage shares. The amount stated in CZK is binding and represents the maximum possible amount only for the source “PŠČS”; for the other source it is indicative only.
3. The actual amount of the grant to be awarded to the beneficiary shall be determined on the basis of eligible expenditure actually incurred, duly justified, and properly evidenced.
4. If, during the implementation of the project, the eligible expenditure evidenced by the beneficiary is reduced, the percentage shares of eligible expenditure and of the grant referred to in point 2.1 of this part of the Grant Award Decision must always be maintained.
5. Funding scheme of the project: ex ante.
6. **Purpose of the grant**

For the purposes of implementing the project identified by title and registration number in the introductory part of this Grant Award Decision, the purpose of the grant is: [to be completed – project summary].

1. **Period within which the purpose is to be achieved**

The purpose of the grant must be achieved within the following time limit:

* project start date: xx.xx.xxxx
* project completion date: no later than xx.xx.xxxx

1. **Communication between the PI and the beneficiary**

For the delivery of documents requiring the signature of a person authorised to act on behalf of the given party, the beneficiary and the PI shall use a data mailbox. The beneficiary shall ensure that it takes note of all messages delivered to it by the PI.

**Part II – General obligations of the beneficiary**

1. **Use of the grant** 
   1. In using the grant, the beneficiary shall comply with the conditions laid down by EU and Czech legislation, by this Grant Award Decision, by the Call, and by the Guide for Applicants and Beneficiaries for Call 1 (the “Guide”).
   2. The Guide is published on the PI’s web portal at <https://www.mpsv.cz/program-svycarsko-ceske-spoluprace-ii>.
   3. The beneficiary shall implement the project in accordance with the conditions set out in the Guide, unless this Grant Award Decision provides otherwise.
   4. The version of the Guide applicable to the beneficiary shall be that in force on the date of the act relating to the implementation of the project, or on the date of breach of the relevant provision arising from legislation, this Grant Award Decision, or the Guide. The version of the Guide applicable to the beneficiary for procurement purposes shall be that in force on the date on which the procurement procedure commences. The PI shall notify the beneficiary of the publication of any new revision of the Guide without undue delay on the PI’s portal.
2. **Achievement of purpose and project implementation**
   1. The beneficiary shall achieve the purpose of the grant as set out in Part I(3) of this Grant Award Decision.
   2. The beneficiary shall implement the project in accordance with the Project Information, which is Annex 1 to this Grant Award Decision, either as amended by changes which the beneficiary is entitled to make under the Guide, or as amended by changes approved by the PI in accordance with the Guide.
3. **Eligible expenditure**
   1. The beneficiary may use the grant only for expenditure related to the implementation of the project, included in the approved project budget, or in a budget amended by the beneficiary in accordance with the Guide, and which may be regarded as eligible under the Guide.
   2. The beneficiary shall cover any and all project expenditure not financed by the above grant (e.g. ineligible expenditure) to ensure compliance with the purpose of the grant awarded for the project.
   3. Where the grant is paid in the form of a compensation payment pursuant to EU rules on services of general economic interest (a “compensation payment”), expenditure shall be eligible only during the validity of an entrustment with the service of general economic interest under Commission Decision 2012/21/EU (the “Entrustment”), and only if incurred in accordance with and subject to the conditions of the Entrustment.
4. **Project sustainability**

Given the parameters of the Call, sustainability is not required.

1. **Accounting**
   1. The beneficiary shall duly account for all income and expenditure (i.e. revenues and costs). The beneficiary shall keep accounts in accordance with Act No 563/1991 on accounting, as amended, and shall record income and expenditure with a clear link to the project, except for expenditure financed as flat-rate expenditure pursuant to Section 14(6)(a) and (b) of the Budgetary Rules. Alternatively, the beneficiary may keep tax records under Act No 586/1992 on income tax, as amended, expanded so that all documents relating to the project meet the requirements of an accounting document within the meaning of Section 11 of Act No 563/1991 (except point (f)), and so that such documents are accurate, complete, verifiable, comprehensible, kept in written form chronologically and in a manner guaranteeing their durability, and that income and expenditure incurred are recorded with a clear link to the project, except for expenditure financed as flat-rate expenditure pursuant to Section 14(6)(a) and (b) of the Budgetary Rules.
   2. Upon request, the beneficiary shall provide the PI, within the deadline set by the PI, with accounting records and other documents relating to the project, including those concerning the specific social service, in digital form.
   3. Where project activities focus on supporting a social service pursuant to Act No 108/2006 on social services, as amended, the beneficiary shall record its income and expenditure (revenues and costs) in a transparent manner, with a clear link to the specific social service within the project – the service identifier (in particular accounting cost centres, contracts). Where the grant is paid as a compensation payment for a service of general economic interest, the beneficiary shall record the income and expenditure (revenues and costs) connected with the provision of the service separately from the income and expenditure (revenues and costs) connected with other services or activities of the organisation. This obligation of separate accounting applies to all items relating to the social service under the regime of services of general economic interest (not only to expenditure financed from the compensation payment for the relevant social service).
2. **Procurement** 
   1. In awarding contracts under the project, the beneficiary shall proceed in accordance with the rules for procurement laid down in the Guide. For selected public contracts, the beneficiary shall ensure the submission of documents required by the Swiss Contribution Office (the “SCO”), the Swiss Agency for Development and Cooperation (the “SDC”), and the State Secretariat for Economic Affairs (the “SECO”).
   2. The beneficiary shall require contractors to submit for payment only invoices stating the project title and number. In duly justified cases, the beneficiary may itself mark the documents with the project title and number before including them in a payment request.
3. **Inspection**

For the purpose of verifying compliance with obligations arising from this Grant Award Decision, the beneficiary shall create the conditions necessary for carrying out inspections relating to project implementation, provide authorised entities with all documents connected with project implementation, allow for ongoing verification of the consistency between the information on project implementation reported in project implementation reports and the actual situation at the project site, and cooperate with all entities authorised to conduct inspections. These authorised entities are the Audit Authority (the “AA”), the Supreme Audit Office, the National Coordination Unit (the “NCU”), the PI, bodies of the Financial Administration authorities, the SDC, the SCO, the SECO, and their designated representatives, as well as other inspection authorities competent to carry out inspections.

A beneficiary that is a registrant under Act No 37/2021 on the beneficial owners register shall, upon request by the PI, the NCU, the Paying Authority (the “PA”), the AA, or the SCO, the SDC, and the SECO, provide documentary evidence confirming the accuracy of the details on its beneficial owner entered in the Beneficial Owners Register, and shall also notify any changes pertaining to its beneficial owner.

1. **Information and communication measures**
   1. The beneficiary shall carry out project information and communication measures in accordance with the Guide.
   2. The beneficiary shall remedy any shortcomings concerning project information and communication measures within the time limit and in the manner specified in the request for remedy addressed to the beneficiary by the PI.
   3. The beneficiary shall comply with the publicity requirements of the project in accordance with the Guide, and shall also cooperate with the PI and the NCU on programme publicity.
2. **Provision of information on project implementation**

The beneficiary shall provide the PI in writing with any supplementary information relating to project implementation (in particular, the beneficiary shall provide all information on the results of inspections and audits, including inspection reports from inspections carried out in connection with the project).

1. **Notification obligation**
   1. The beneficiary shall notify the PI of the initiation of insolvency proceedings within five days of the publication of the notice of insolvency petition on the portal at [https://isir.justice.cz](http://www.esfcr.cz). The beneficiary shall also notify the PI of its entry into liquidation within five days of the publication of the liquidator’s call for the lodging of claims on the portal at <http://ov.gov.cz>.
   2. The beneficiary shall comply with the Guide governing notification of project changes, i.e. shall notify the PI of facts affecting the implementation of projects set by the PI, in particular planned project changes requiring the PI’s prior consent.
   3. The beneficiary shall report to the PI any identified irregularities and, in the event of unauthorised use of funds, shall ensure the repayment of the unauthorised funds to the PI.
2. **Prohibition on drawing other support**

The beneficiary shall not draw funds from other EU financial instruments, the EEA/Norway Financial Mechanisms, or other public funds for project expenditure covered by this grant. Where a particular expenditure item has been financed only in part from the grant, the prohibition in the preceding sentence applies only to that part of the expenditure.

1. **Document retention**

The beneficiary shall retain all documents relating to project implementation in accordance with applicable Czech legislation, in particular in accordance with Section 44a(11) of the Budgetary Rules[[3]](#footnote-4) and the Guide.

1. **Care of assets**

For the duration of project implementation, the beneficiary shall handle assets co-financed from the grant with due care, in particular ensuring protection against damage, loss, or theft, and shall not encumber such assets with any third-party rights *in rem*, including liens. The obligation in the preceding sentence does not apply to consumables.

1. **Intellectual property rights**

The beneficiary shall license works and other objects of protection subject to copyright and related rights, where such rights have arisen at least partly through the use of this grant, under a Creative Commons 4.0 licence, variant BY or BY-SA, without undue delay after such rights arise. If such intellectual property rights arising under a contract are held by a person other than the beneficiary, the beneficiary shall contractually ensure that such person attaches to the work or other object of protection a Creative Commons licence on the same terms as the beneficiary.

1. **Partnerships**[[4]](#footnote-5)
   1. The beneficiary shall ensure that relations between the beneficiary and its partners, a list of which forms part of the Project Information in Annex 1 to this Grant Award Decision, comply throughout the implementation period with the partnership conditions set out in the Guide.
   2. The beneficiary shall conclude with partners, whether or not providing a financial contribution, a contract defining their mutual relations and the roles of individual project partners. This contract must be submitted, in accordance with the Guide, no later than with the first Implementation Report (or with the first request for payment).
   3. In the contract with partners providing a financial contribution, the beneficiary shall bind the partners by the obligations under Part II of this Grant Award Decision. This does not apply to points 3.2, 10.1, and 15. Where the contract is replaced by a unilateral written declaration of the partner, the declaration must include the partner’s commitment to comply with the obligations under this Part II of the Grant Award Decision (excluding points 3.2, 10.1, and 15).
   4. The beneficiary shall be responsible for ensuring that all obligations of partners providing a financial contribution under Part II(15.3) are fulfilled. Where a partner breaches any of these obligations, the beneficiary shall be liable under Part V of this Grant Award Decision as if it had breached the obligation itself.
   5. The beneficiary shall not conclude contractual relations with its partners under this project whose subject is the provision of services, goods, or construction works for consideration.

**Part III – Specific obligations of the beneficiary relating to project implementation**

1. **Link to the Call**

In implementing the project, the beneficiary shall comply with the following conditions arising from the Call under which the project was selected for the award of a grant:

1. The project target groups may only include

* foreign nationals – third-country nationals legally residing in the Czech Republic; an applicant for/holder of international protection
* the general public / people without specialist training or experience;
* future staff working with the target group.

1. The project activities must fall within the scope of the supported activities:
2. **Activities aimed at improving access to information and basic services, including crisis intervention.** Support may also focus on psychological assistance, and on legal and financial counselling in relation to life situations.
   * **Psychosocial support and mental health:** Provision of access for foreign nationals[[5]](#footnote-6) and their family members to psychosocial support, including crisis intervention. Provision of mental health counselling and support by trained professionals to the target group, including children who have experienced trauma during the migration process. Supported services may include psychosocial support services, self-help groups, counselling for parents, children, adolescents and seniors in the field of mental health, the provision of information on available services and helplines, counselling on safety issues, integration into society, and informing and motivating the target group to use available services.
   * **Legal counselling and social protection:** Provision of legal counselling and information on the rights and obligations of foreign nationals. Legal assistance to foreign nationals in resolving labour disputes, assistance in finding housing, mediation of professional assistance in cases of discrimination, exploitation or prejudicial conduct. Interpreting when accompanying them to authorities. Support for victims of violence and exploitation, ensuring legal assistance, psychological support, and, if necessary, safe accommodation and health care.
   * **Access to health care:** Assistance to foreign nationals in registering with healthcare facilities and accompaniment to medical examinations.
3. **Activities aimed at families and children** – involvement of children in leisure and animation activities, support for vulnerable families, support for vulnerable children without families, support for uneducated teenagers and young adults, support for mentoring and the use of peers or volunteers, outreach and engagement of foreign nationals through field social work (streetwork).
   * **Support for children and young people:** Ensuring access for children to formal and non-formal education, including Czech language courses and tutoring, and to leisure activities. Creation of safe and friendly environments where children can learn, develop and integrate into peer groups. Psychosocial support for children who have experienced trauma or are at risk of isolation or exclusion. Support for the community integration of children and adolescents through activities promoting their active involvement in the life of local communities. Support for low-threshold facilities for children and youth, peer programmes, and programmes to promote safety in communities.
   * **Young adults and support for the transition to adulthood:** Mentoring programmes for young foreign nationals connecting target groups with mentors from the majority population or experienced peers. Support for peer programmes in which young people help fellow foreign nationals to navigate their new environment. Organisation of courses and workshops focused on the Czech language proficiency and social skills of young foreign nationals. Support for the active civic engagement of young foreign nationals in community, public, and participatory processes.
   * **Field social work (streetwork)** aimed at identifying and reaching out to vulnerable foreign nationals, particularly children and adolescents outside the reach of services.
4. **Activities addressing various forms of violence in the families of foreign nationals, targeting both victims and perpetrators of violence.**
   * **Prevention of domestic and gender-motivated violence:** Implementation of programmes aimed at preventing domestic violence in migrant communities, taking into account their specific cultural, linguistic, and social aspects. Organisation of workshops and training to promote gender equality and prevent gender-motivated violence in a migration context.
   * **Support for victims and perpetrators of violence:** Cooperation with communities in identifying cases of violence, creating a supportive environment, and reducing the stigmatisation of victims. Provision of psychological, medical, and legal assistance to persons who have become victims of violence, including hate-motivated violence, forced labour, and other forms of exploitation, and to children as victims and witnesses of violence. Support may also include the provision of safe accommodation, crisis intervention, and long-term support. Ensuring access to counselling and interventions also for persons who have committed violence, with the aim of addressing the root causes of violent behaviour and preventing recidivism.
5. **Activities focused on adaptation, integration, and socio-cultural orientation** – community activities (support for community work, including support for activities initiated by foreign nationals themselves within such communities), familiarisation with the rights and obligations of citizens of the Czech Republic and opportunities for active participation in public life, in particular at local level (support for the civic literacy and full orientation of foreign nationals in society), active outreach to and engagement of the target group, support for neighbourly coexistence. Support for intercultural workers to facilitate and improve communication with institutions and the public, and support for the economic self-sufficiency of foreign nationals by strengthening tools facilitating their access to the labour market.
   * **Social and community integration:** Implementation of community activities, neighbourhood events, and community dialogues aimed at building mutual understanding, inter-group trust, and equal status. Support for cooperation between the majority population and foreign nationals on common objectives and for creating an environment of mutual respect with the active involvement of local authorities. Involvement of foreign nationals in community initiatives and in the creation of community materials, support for activities initiated by foreign nationals themselves. Cooperation with local communities in preventing the discrimination, exclusion, or criminalisation of foreign nationals.
   * **Support for cultural mediation:** Training and involvement of intercultural mediators in everyday practice to overcome linguistic and cultural barriers. Training of intercultural mediators in the fields of ethics, confidentiality, and their role in communication with foreign nationals, public institutions, and the private sector.
   * **Civic literacy and participation**: Community programmes aimed at raising foreign nationals’ awareness of their rights and obligations and opportunities for civic participation. Support for civic engagement and the participation of foreign nationals in public life, including involvement in the design and implementation of policies aimed at integrating foreign nationals at local, regional, and national level.
6. **Activities aimed at building professional capacity – training** of staff, such as intercultural workers, and training of psychotherapists to work with the target group and its specific problems.
   * **Accredited training for social, community, and intercultural workers, mentors, and volunteers:** Organisation of training for workers providing services to foreign nationals, focusing on the specific needs of this group in the area of social support, orientation in society, and basic crisis intervention. Training and involvement of cultural mediators and intercultural workers as a bridge between foreign nationals and institutions.
   * **Accredited training of psychologists and therapists:** Specialised training for psychotherapists and psychologists working with foreign nationals, asylum seekers, and refugees, focusing on culturally sensitive approaches, trauma, and crisis situations.
   * **Accredited training in the field of violence prevention and equality:** Training programmes for professionals focusing on the prevention of gender-motivated violence and the promotion of gender equality in a migration context. Development of skills in working with victims of domestic violence, exploitation, and abuse.
   * **Accredited training of healthcare and crisis staff:** Training of staff in health care, social services, and the police in identifying and supporting victims of violence, discrimination, or abuse in migrant communities. Training of healthcare staff in culturally sensitive approaches, the specific needs of foreign nationals, and the ethical aspects of care.
7. **Activities aimed at assisting foreign nationals in the recognition of foreign qualifications**
   * Provision of counselling services in the recognition of qualifications
   * Accompaniment to authorities, assistance in obtaining missing documents
   * Possibility of reimbursement of administrative fees related to the recognition of professional qualifications for the purposes of employment, business, or study
8. **Supplementary activity to the above supported activities**
   * Dissemination of information, cooperation with community leaders in spreading relevant information (in particular on health care, labour law, and other public services).
   * Assistance to local governments and institutions in developing communication strategies for foreign nationals, taking into account language accessibility, cultural specificities and comprehensibility.
   * Implementation of information campaigns to raise awareness of the risks of violence and the possibilities of protection, with a particular focus on women and girls.
   * Implementation of campaigns promoting equal treatment, combating xenophobia, understanding migration as a global phenomenon, and fostering an open social climate.
   * Involvement of foreign nationals in the preparation and implementation of awareness-raising activities, the creation of communication materials, and the sharing of experiences and stories.
9. Where support is provided for social services within the scope of basic activities under Section 35 of Act No 108/2006 on social services, as amended, the beneficiary shall comply with the following conditions:
10. use compensation payments only for costs related to the provision of basic activities of the social service under Section 35 of Act No 108/2006 on social services, as amended, in accordance with the project purpose under Part I(3) of this Grant Award Decision;
11. where the grant is paid in the form of a compensation payment, ensure the scope (capacity) of the social service provided in accordance with the Entrustment and this Grant Award Decision;
12. where the grant is paid in the form of a compensation payment, ensure that the provider of the social service is entrusted with the provision of the social service (service of general economic interest) for the duration of support for the social service in the project, in accordance with Commission Decision 2012/21/EU. The beneficiary shall report any changes to the Entrustment and to subsequent Entrustments and their amendments together with the Project Implementation Report for the monitoring period in which the change occurred (and submit copies of the amended Entrustments or subsequent Entrustments);
13. in the event of overcompensation, act in accordance with Article 6(2) of Commission Decision 2012/21/EU. The beneficiary shall return the overpaid amount to the account and within the deadline specified by the provider in the request for repayment of the overpayment.
14. **Project monitoring conditions** 
    1. The beneficiary shall meet the overall target values of the indicators set out in the Project Information in Annex 1 to this Grant Award Decision; the definitions of the indicators are contained in the Guide.

The overall target value of output or result indicators shall be deemed met if the overall rate of fulfilment of the output or result indicators reaches 100%.

To determine the overall rate of fulfilment of output indicators, the percentages of fulfilment of the target values set out in the Project Information in Annex 1 to this Grant Award Decision for individual output indicators shall be summed and divided by the number of such output indicators. If the maximum overall amount of the grant has not been drawn, the target values in the Project Information in Annex 1 to this Grant Award Decision shall be reduced by multiplying them by the ratio of the actual amount of the grant drawn to the maximum overall amount of the grant. Any overachievement of an individual output indicator shall be recognised only up to 120%. The procedure for determining the overall rate of fulfilment of result indicators shall be the same.

* 1. The beneficiary shall provide the PI with data necessary for the ongoing monitoring of project benefits through project implementation reports, and by providing information on contracts and inspections/audits relating to the project (excluding inspections carried out by the PI). The beneficiary shall submit an interim project implementation report by the end of the first month following the end of the monitoring period, and a final project implementation report by the end of the second month following the end of the monitoring period. If the monitoring period ends on a day other than the last day of a calendar month, the deadline shall be 30 days for an interim report and 60 days for a final report, counted from the end of the given monitoring period.

The definition of the monitoring periods for the project, for which the beneficiary is obliged to submit a project implementation report, is as follows: x six-month or four-month monitoring periods.

* 1. The beneficiary shall submit project implementation reports, in the format established by the PI for the project, via a data mailbox.
  2. The beneficiary shall remedy deficiencies in requests for project changes, in project implementation reports (including the requests for payment submitted with them), and in any other related documentation requested by the PI, within the deadlines set by the PI.
  3. The beneficiary shall ensure that the Monitoring Questionnaire (an annex to the Call) is completed by the target group; it will be used for the final evaluation of the Programme.
  4. The beneficiary shall indicate in the project implementation report all income received outside the original calculation of the compensation payment within the project, and any deviations from expected income/expenditure (revenues/costs), and shall indicate changes in the provision of the social service, in the social service budget, and in the drawing of the compensation payment.
  5. The beneficiary shall, for each calendar year, submit data relating to the drawing of the compensation payment provided under the project in the form of an “Overview of the Use of a Compensation Payment for a Social Service”. The beneficiary shall prepare and submit this statement separately for each social service supported under the project by 31 March of the following year, either separately or as part of the project implementation report.

1. **State aid**

**Variants**

*Option A*

*(applicable to projects that do not constitute State aid to any entity)*

The grant awarded for project implementation does not constitute State aid.

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*Option B*

*(applicable to projects that constitute State aid to the beneficiary – to be completed based on the specific type of State aid)*

**Part IV – Payment conditions**

1. **Request for Payment** 
   1. For the purpose of receiving grant funds, the beneficiary shall submit to the PI, together with each project implementation report, a duly completed request for payment supported by the relevant documents in accordance with the Guide.
   2. The beneficiary shall submit requests for payment via a data mailbox.
2. **Transfer of grant funds**

The PI shall provide the grant specified in Part I of this Grant Award Decision to the beneficiary in instalments, reflecting the progress made in project implementation. The grant shall be provided by bank transfer to the bank account specified in the beneficiary’s details section. The date of provision shall mean the date of debit from the PI’s account.

* 1. Specification for the public budget – PŠČS purpose code: xxxxx, PŠČS instrument: xxxxx.

1. **Disbursement of instalments of the grant**
   1. The first instalment of the grant shall be paid to the beneficiary in the amount of CZK [to be completed – 30% of the grant].
   2. Further instalments of the grant shall be paid up to 95% of the grant amount, based on approved requests for payment.
   3. The final payment shall settle the balance of the grant used, or identify any overpayment.
2. **Flat rate**

Expenditure covered by the flat rate shall be deemed incurred in the amount resulting from multiplying 40% by an amount corresponding to the proven eligible direct personnel costs of the project.

1. **Grant overpayment**

If the total grant credited to the account specified at the beginning of this Grant Award Decision exceeds the amount of the grant that should have been provided on the basis of the total eligible expenditure of the project, as established from the final request for payment, the difference shall be repaid to the PI. The beneficiary undertakes to repay such funds within the deadline and in the manner specified in the PI’s request for repayment.

**Part V – Financial corrections**

1. **Suspension of disbursement of grant funds**

If the PI or another inspection authority finds that the beneficiary has failed to meet, or is failing to meet, any of the conditions laid down in this Grant Award Decision, the PI may suspend disbursement of grant funds and take the necessary steps to determine whether there is a suspicion of a breach of budgetary discipline under the Budgetary Rules.

1. **Non-payment of the grant pursuant to Section 14e of the Budgetary Rules**

The PI may withhold the grant, or part thereof, if it considers that the rules laid down in this Grant Award Decision or the obligations established by legislation have been breached, or that the purpose of the grant has not been met.

If the PI identifies a breach of conditions, it may withhold the grant pursuant to Section 14e of the Budgetary Rules, up to the ceiling set out in this Grant Award Decision or in the Guide for breach of the relevant obligation, or up to the amount specified for breach of the relevant obligation in the table of financial corrections for procurement contained in the Guide as the maximum possible recovery for the breach in question. In setting the amount of the financial correction, the PI shall take into account the seriousness of the breach and its impact on the achievement of the grant objective.

1. **Differentiation of recovery for breach of budgetary discipline by seriousness of the breach[[6]](#footnote-7)**
   1. In the case of breaches of conditions concerning purpose and sustainability (set out in Part II(2.1) and (4)), recovery for breach of budgetary discipline shall be assessed in the amount corresponding to the breach pursuant to Section 44a(4)(c) of the Budgetary Rules. Recovery for breach of budgetary discipline may not exceed the total amount of the grant paid.
   2. In the case of breaches of conditions not listed in Part V(3.1), (3.3), or (4), recovery shall be assessed pursuant to Section 44a(4)(c) of the Budgetary Rules in an amount corresponding to the breach of budgetary discipline.

Breaches of obligations not listed in Part V(3.1), (3.3), or (4), where it is not possible to quantify the amount of the breach of budgetary discipline, shall lead, pursuant to Section 44a(4)(c) of the Budgetary Rules, to recovery for breach of budgetary discipline in the amount of the total grant. Recovery for breach of budgetary discipline may not exceed the total amount of the grant paid.

* 1. If:
     + the beneficiary breaches the obligation to submit to the PI a project implementation report (including a request for payment) or the obligation to submit requested information (as set out in Part II(5.2) and (10), and in Part III(2.2) to (2.5(7))), and the delay lasts for seven calendar days or more, with the delay running from the deadline set by this Grant Award Decision (including the Guide, to which this Grant Award Decision refers) as adjusted, where applicable, by the PI’s statement changing the deadline;
     + the beneficiary breaches obligations concerning the creation of conditions for the conduct of inspections (set out in Part II(7));
     + the beneficiary breaches obligations concerning the notification obligation (set out in Part II(10)) and the Guide does not stipulate that such non-compliance does not constitute a breach of budgetary discipline;
     + the beneficiary breaches the obligation to retain documents (set out in Part II(12)) and it is not possible to determine the amount of the grant to which the document relates;
     + the beneficiary breaches the obligation concerning intellectual property rights (set out in Part II(14));
     + the beneficiary breaches the obligations set out in Part III(1(c));
     + the beneficiary breaches the obligation (set out in the Guide) to inform the PI of a change in tax status where the VAT portion included in an already approved request for payment becomes ineligible (because an entitlement to deduct input VAT arises);

recovery for breach of budgetary discipline shall be imposed pursuant to Section 44a(4)(a) of the Budgetary Rules in the amount of 0.5% of the total grant amount / CZK 50,000.[[7]](#footnote-8) Recovery for breach of budgetary discipline may not exceed the total amount of the grant paid.

* 1. Where the beneficiary breaches obligations concerning procurement (set out in Part II(6.1)) which, under the Guide, constitute a breach of budgetary discipline, recovery shall be imposed pursuant to Section 44a(4)(a) of the Budgetary Rules in the amount specified for breach of the relevant obligation in the table of financial corrections for procurement contained in the Guide.
  2. Where the beneficiary breaches obligations concerning the implementation of information and communication measures (set out in Part II(8)) which, under the Guide, constitute a breach of budgetary discipline, recovery shall be imposed pursuant to Section 44a(4)(a) of the Budgetary Rules in the amount specified for breach of the relevant obligation in the table of financial corrections for publicity contained in the Guide.
  3. If, by the project completion date, the overall target value of the indicators set out in Part III(2.1) has not been met, the following recovery shall be imposed, pursuant to Section 44a(4)(a) of the Budgetary Rules, on the amount affected by the breach of budgetary discipline (i.e. the amount of the grant drawn). Recovery shall not exceed the total amount of the grant paid.

|  |  |
| --- | --- |
| Overall rate of fulfilment of the indicators set out in the Project Information in Annex 1 | Percentage of recovery on the amount affected by the breach |
| at least 70% and less than 85% | 15% |
| at least 55% and less than 70% | 20% |
| at least 40% and less than 55% | 30% |
| less than 40% | 50% |

1. **Breaches of obligations that do not constitute a breach of budgetary discipline**

If:

* + - the beneficiary breaches the obligation to submit to the PI a project implementation report (including a request for payment) or the obligation to submit requested information (as set out in Part II(5.2) and (10), and in Part III(2.2) to (2.5(7))), and the delay is less than seven calendar days, with the delay running from the deadline set by this Grant Award Decision as adjusted, where applicable, by the PI’s statement changing the deadline;
    - the beneficiary breaches obligations concerning procurement (set out in Part II(6.1)) which, under the Guide, do not constitute a breach of budgetary discipline, or breaches the obligations set out in Part II(6.2);
    - the beneficiary breaches obligations concerning information and communication measures (set out in Part II(8)) which, under the Guide, do not constitute a breach of budgetary discipline;
    - the beneficiary breaches the obligation concerning notifications (set out in Part II(10)), including notification of changes, and the Guide stipulates that such non-compliance does not constitute a breach of budgetary discipline;
    - the target values of the indicators set out in the Project Information in Annex 1 to this Grant Award Decision are met at least 85%;
    - the beneficiary fails to comply with the project’s financial plan contained in Annex 1 to this Grant Award Decision, as amended, where applicable, under the project change procedure;
    - the beneficiary breaches obligations under Part VI of this Grant Award Decision;

this is a matter of other obligations whose non-compliance does not amount to unauthorised use under Section 3(e).

**Part VI – Authorisation for the processing of personal data**

The legal framework for the protection of personal data is based on the **General Data Protection Regulation (GDPR) – Regulation (EU) 2016/679**, and on **Act No 110/2019 on the processing of personal data**, which complements the GDPR and regulates certain specific areas.

**Part VII – Final provisions**

1. The terms used in this Grant Award Decision are used in the sense in which they are defined in the Guide.
2. This Grant Award Decision takes effect on the date of delivery to the beneficiary via data mailbox.
3. In implementing the project, the beneficiary shall comply with the provisions of the annexes referred to in point (5) of this part of the Grant Award Decision, and with the documents referred to in Part II(1) of this Grant Award Decision.
4. The following annexes form part of this Grant Award Decision:

* Annex 1 – Project Information (contains key activities, target group, project budget, target values of output and result indicators, and the financial plan).

1. Any changes to this Grant Award Decision may be made only on the basis of a request by the beneficiary. A material change, in the cases defined in the Guide, requires the issue of a decision amending this Grant Award Decision; in other cases defined in the Guide, a material change shall be approved by a notice of the PI, which will be sent to the beneficiary via data mailbox. Details are set out in the Guide.

**Statement of grounds**

The PI fully approved the application for support from the PŠČS of [date of the final version of the application] for the implementation of the project [project title] because the application met all the requirements and the declared activities are in line with the Call.

**Information on remedies**

1. No appeal lies against this decision pursuant to Section 14q(2) of the Budgetary Rules.
2. Under the conditions laid down in Section 15 of the Budgetary Rules, proceedings for withdrawal of the grant may be initiated. The general rules on administrative procedure apply to proceedings for withdrawal of the grant.

………………………………

Petra Hájková

Director, Department of the National Recovery Plan and the Swiss-Czech Cooperation Programme

**Annex 1**

**Project Information**

1. **Project identification**

Registration number: [to be completed – project number]

Project title: [to be completed – project title]

1. **Project partners**

**No partners are involved in project implementation.**

**or complete partner details:**

**Name of entity:**

Registration number:

Registered office:

Legal form:

Partner type: no partner / providing a financial contribution / not providing a financial contribution

1. **Project description**

**Target groups:**

* [to be completed – target groups as per the project application]

**Key activities**

**Title of key activity: KA1 [to be completed – title of key activity]**

Description of key activity: [to be completed – description of KA from the project application]

**Title of key activity: KA2 [to be completed – title of KA]**

Description of key activity: [to be completed – description of KA from the project application]

**Title of key activity: KA3 [to be completed – title of KA]**

Description of key activity: [to be completed – description of KA from the project application]

1. **Indicators**

**Indicators for which target values are set:**

|  |  |  |  |
| --- | --- | --- | --- |
| Indicator code | Name | Unit of  measure | Target value |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

1. **Budget**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Code** | **Name** | **Unit of measure** | **Unit price** | **Number of units** | **Total amount** | **Percentage** |
| 1 | Total eligible expenditure |  | 0.00 | 0 |  | 140 |
| 1.1 | Personnel costs |  | 0.00 | 0 |  | 100 |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| 1.2 | Flat rate |  | 0.00 | 0 |  | 40 |
| 2 | Total ineligible expenditure |  | 0.00 | 0 |  | 0 |

1. **Financial plan**

|  |  |  |  |
| --- | --- | --- | --- |
| Order | Date of submission of request for payment | Advance – plan | Planned settlement |
| 1. (advance) | Upon signature of the Grant Award Decision | **30%** | x |
| 2. | From xxxx to xxxx |  |  |
| 3. | From xxxx to xxx |  |  |
| 4. |  |  |  |
| 5. |  |  |  |
| **Total** |  |  |  |

1. Relevant only for projects where the funds are to be channelled through a region (or the City of Prague). [↑](#footnote-ref-2)
2. Relevant only for projects where the funds are to be channelled, in addition to the region, also through a municipality. [↑](#footnote-ref-3)
3. Section 44a(11) of Act No 218/2000 on Budgetary Rules provides that recovery and penalties may be assessed up to 10 years from 1 January of the year following the year in which the breach of budgetary discipline occurred. Documents should therefore be archived for this period. If the beneficiary fails to demonstrate how the funds were used, this shall be deemed unauthorised use of funds pursuant to Section 3(e) of Act No 218/2000 on Budgetary Rules. [↑](#footnote-ref-4)
4. This provision applies only where the beneficiary has at least one partner providing a financial contribution in the project. [↑](#footnote-ref-5)
5. Foreign nationals – third-country nationals legally residing in the Czech Republic [↑](#footnote-ref-6)
6. Under Section 14(5) of Act No 218/2000 on Budgetary Rules, the grant provider may stipulate in the decision that the recovery for breach of budgetary discipline shall be lower than the total grant amount. The list of obligations or conditions that may be designated in this way is not defined in general terms, and such a list may be established only on the basis of an assessment of the factors specific to individual programmes/projects. [↑](#footnote-ref-7)
7. Choose the variant according to the total grant awarded. For projects with a grant amount up to and including CZK 10 million, the financial correction shall be set as a percentage-based recovery. For projects with a total grant amount exceeding CZK 10 million, the financial correction shall be set as a fixed recovery amount. [↑](#footnote-ref-8)