

Project Contract

The parties:

Czech Republic – Technology Agency of the Czech Republic

located in: **Evropská 1692/37, 160 00 Praha 6**

ID No.: **72050365**

represented by: **Petr Konvalinka, the chairman of TA CR**

bank details: **Česká národní banka, Na Příkopě 28, Praha 1**

current expense account: **000-3125001/0710**

(hereinafter “Programme Operator”) of the one part

and

.....

located in:

registered in (if it is relevant - in a company register or a different register)

ID No.:, VAT-ID:

represented by:

bank details:

bank account number:

(hereinafter “Project Promoter”) of the other part

concluded, on the day, month and year specified below, the following

Project Contract

(hereinafter “Contract”)

Preamble

The project proposal No. T00100XXX with the title XXX submitted by the Project Promoter was accepted by the Programme Operator within the 1st Call for Proposals of the KAPPA Programme for Industrial Research, Experimental Development and Innovation and was evaluated in compliance with the legal framework of EEA and Norway Grants 2014 - 2021 and with the Section 21 of the Act on the Support of Research and Development. The Programme Operator has issued a Decision on Results of Call for Proposals stipulating that the project proposal will be funded (hereinafter “approved project proposal”). This Contract is concluded on the basis of the Decision on Results of Call for Proposals in compliance with the legal framework of EEA and Norway Grants 2014 - 2021 and with the Section 9 of the Act on the Support of Research and Development. All terms used in this Contract are defined in the KAPPA Terms and Conditions.

Article 1

Subject of the Contract

1. The subject of the Contract is the commitment of the Programme Operator to provide a grant to the Project Promoter to reach planned project results and project objectives and at the same time the commitment of the Project Promoter to use this grant and implement the project in accordance with the grant provision rules and the Key Project Parameters.
2. The purpose of the grant is to reach the objectives stated in the Key Project Parameters.

Article 2

The amount of provided grant and of eligible project costs

1. The maximum project grant is XXX CZK (in words: XXX Czech crowns), which is XXX % of the maximum eligible project costs.
2. The maximum amount of eligible project costs is XXXX CZK (in words: XXX Czech crowns).
3. The maximum project grant stated in Article 2(1) is financed as follows:
 - a) 85 % from EEA/Norway Grants in the amount of X XXX CZK, and
 - b) 15 % from the state budget of the Czech Republic in the amount of X XXX CZK.
4. The maximum possible grant intensity per project is 96% of all eligible project costs.

Article 3

Related documents

1. The Key Project Parameters document (Annex I) is an integral part of the Contract summarizing the key parameters of the approved project proposal in accordance to the Section 9(2) of the Act on the Support of Research and Development, and it includes: the business names of the Project Promoter and project partners; the first name, the last name and any academic titles and degrees of the Principal Investigator; the project timeline including the start date and the completion date of the project (these dates are simultaneously the initial and the end dates of the eligibility of costs); the planned project results and project objectives; and a table of eligible project costs and grant amount.
2. Other grant provision rules and conditions of the project implementation are included in the KAPPA Terms and Conditions (Annex II).

3. An integral part of the Contract is the Project Partner's Acceptance of the Project Contract (Annex III).
4. If the Contract contains a clause differing from the KAPPA Terms and Conditions or the Key Project Parameters, the provision of the Contract prevails over the provision of the KAPPA Terms and Conditions and the Key Project Parameters.

Article 4

Project partners' expression of acceptance of the Contract

1. The Project Promoter shall ensure that each legal entity identified below express the acceptance of this Contract as project partners participating on the project solution, by signing the Project Partner's Acceptance of the Project Contract, in three originals. The Project Promoter shall send to the Programme Operator one signed original of the Project Partner's Acceptance of the Project Contract per each project partner, at the latest 45 calendar days after the conclusion of this Contract. The Project Promoter receives the second signed original, and the concerned project partner receives the third signed original.
 - **Project partner no. 1:** *(full name and legal form of the project partner) (national registration number if any) established in (full address city/state/province/country), represented by (name of legal representative) (function),*
 - **Project partner no. 2:** *(full name and legal form of the project partner) (national registration number if any) established in (full address city/state/province/country), represented by (name of legal representative) (function),*
 - (...)
2. The Project Promoter has concluded a Partnership Agreement with each project partner identified above. The Project Promoter and all project partners together form the project consortium.

Article 5

Final Provisions

1. This Contract is concluded in Czech language, in two originals, of which the Programme Operator and the Project Promoter will each receive one equally authentic copy.
2. The Project Promoter declares and by signing this Contract confirms that the information provided by the Project Promoter, based on which the Contract is concluded, is correct, complete and true.

3. This Contract comes into effect on the date of the signatures by both parties and comes into force when it is published in the Register of Contracts.
4. The parties declare that they have read this Contract, including its Annexes, agree with its content and that it was written on the basis of their true and free will, free of error, and to affirm this, they add their signatures.
5. The parties agree with the publication of the text of this Contract in accordance to the Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts (“Act on the Register of Contracts”). Publication shall be done by the Programme Operator.
6. The Project Promoter declares with the signature to be acquainted with all the rules stated in the KAPPA Terms and Conditions.

Signatures of the parties

Programme Operator:

In Prague on.....

the chairman of TA CR

(Project Promoter):

In..... on.....

Indicate the persons who sign on behalf of the
Project Promoter