

<b>Ref No:</b>	GA.DGII.ROMA.16.2019
<b>FIMS PO No:</b>	621693
<b>CEAD N°:</b>	N/A



## GRANT AGREEMENT

### BETWEEN THE COUNCIL OF EUROPE AND

### BASIC SCHOOL, SLOVENSKÝCH DOBROVOLNÍKOV 122/7, ŽILINA

The Council of Europe, which has its Headquarters at Avenue de l'Europe, F-67075 Strasbourg, France, represented by Thorsten AFFLERBACH, acting on behalf of the Secretary General (hereinafter referred to as "the Council of Europe");  
on the one hand, and

Basic School, Slovenských dobrovoľníkov 122/7, Žilina (Základná škola, Slovenských dobrovoľníkov 122/7, Žilina), 010 03 Žilina, Slovak Republic, represented by Mária LUPTÁKOVÁ (hereinafter referred to as "the Grantee");  
on the other hand,

Referring to the European Union / Council of Europe Joint Project entitled "Inclusive Schools: Making a Difference for Roma Children" (INSCHOOL);

have agreed as follows:

#### ARTICLE 1 - SUBJECT

1. The subject of this Agreement is the funding, for a maximum of Euro 7 500 (seven thousand five hundred Euros ), by the Council of Europe as payment for the expenses to be met for implementation of the school project related to INSCHOOL (hereinafter referred to as "the Action") as described in APPENDIX I to the present Agreement.
2. The Grantee will be awarded the funding on the terms and conditions set out in this Agreement and its Appendices, which form an integral part of the present Agreement.
3. This Agreement shall enter into force on the date when the second of the two Parties signs it. The implementation period of the Action shall begin on 22 March 2019 and shall end on 30 June 2019.

4. The Grantee shall contribute to the Action either by way of its own resources or by contribution from third parties. Co-financing may take the form of financial or human resources, in-kind contributions or income generated by the Action. The form of this contribution is to be detailed in APPENDIX II to the present Agreement.

## ARTICLE 2 - OBLIGATIONS OF THE GRANTEE

1. The Grantee shall:
  - a) undertake to implement the Action, as described in APPENDICES I and II, in accordance with the terms and conditions of the current Agreement;
  - b) be responsible for complying with any legal obligations incumbent on it;
  - c) inform the Council of Europe immediately of any change likely to affect or delay the implementation of the Action of which the Grantee is aware.
2. The Grantee undertakes:
  - a) To use this funding exclusively for the subject as stated in Article 1;
  - b) To make no profit through the Council of Europe funding;
  - c) to respond adequately and promptly to any reasonable request for information made by the Council of Europe concerning the implementation of the action or the verification of costs;
  - d) To transmit to the Council of Europe a final narrative report<sup>1</sup> on the use made of the grant by 15 July 2019;
  - e) To transmit to the Council of Europe by 15 July 2019:
    - a final financial report (see APPENDIX III) on the payments made for the Action, certified by a responsible financial officer of the Grantee, accompanied by appropriate original supporting documents<sup>2</sup> (and a summary translation of those invoices not drawn up in English or French). If, under domestic law, the original documents must be retained by the Grantee, certified copies must be submitted with the final financial report;
    - a copy of the credit advice slip or any other document, provided by the Grantee's bank, to certify receipt of the payment;
    - where the Agreement was not concluded in Euros, a certified copy, provided by the Grantee's bank, indicating the exchange rate applied on the date(s) of conversion of the sum received into the local currency;

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<sup>1</sup> All reports should, unless otherwise agreed between the parties, be submitted in one of the official languages of the Council of Europe (English or French).

<sup>2</sup> "Appropriate original supporting documents" refer to signed contracts, invoices and acceptances of work (for all transactions), payment authorisation for all transactions should also be provided in case the Grantee uses such practice, and reliable evidence of payment (authorized payment order and bank statement). As regards round tables / conferences, it implies a programme mentioning among others the title, the dates, the venue, the agenda of the event, the names of experts facilitating the event, a signed list of participants, contracts with the venue of the event (e.g. hotel) for the rent of hall, food and beverages of participants, invoices of the venue of the event for the above services, and a report on the results of the event. As regards consultancy services, it implies evidence of the outputs produced, contracts with experts and consultants containing a specific description of services to be carried out, invoices produced after the works have been performed and delivered (the specialities of the consultants shall correspond to the nature of activities for which they are contracted). As regards travel fees / lodging of experts and participants, it implies, where relevant, contracts with a travel agency for travel fees and lodging, invoices of the travel agency mentioning destinations, dates, ticket costs, and names of the travelling persons, a programme of the event mentioning the names of the experts and signed lists of participants. This list is not comprehensive. Any doubt regarding the interpretation of the notion of "appropriate original supporting documents" should lead the Grantee to consult the Council of Europe.

- where applicable, upon request by the Council of Europe, the procurement documents referred to in Article 11.
  - f) where the documents specified in Article 2.2 d) and e) are not received by the Council of Europe by the due date(s), to relinquish the right to the payment of the balance referred to in Article 3.1;
  - g) to keep the accounts of the Action, for a minimum period of ten years from the date of transmission of the narrative reports and final financial report under Article 2.2 d) and e), for any further verification of the proper use of the grant that the European Union, the European Court of Auditors, the Council of Europe, its External Auditors or their appointed representative may effect;
  - h) when acting under this Agreement, to observe any applicable laws and to ensure that the European Union and the Council of Europe are not held liable in respect of third party (including State authorities') claims in this connection.
  - i) To take appropriate measures to prevent irregularities, fraud, corruption or any other illegal activity in the management of the Action. All suspected and actual cases of irregularity, fraud and corruption related to this Agreement as well as measures related thereto taken by the Grantee must be reported to the Council of Europe without delay.
3. If the Grantee breaches any of its obligations under this Article, the grant award may be reduced or the Agreement terminated in accordance with Article 14 and Article 17 of this Agreement.

### ARTICLE 3 - PAYMENT MODALITIES

1. The Council of Europe shall pay the amount mentioned in Article 1(1) in two instalments, as follows:
- 90 % within 30 days of receipt of this Agreement duly signed;
  - The balance within 30 days of receipt and approval of the documents specified in Article 2.2 d) and e).

Payment of the balance will be based on actual expenditure (as indicated in the statement of expenditure incurred), up to the amount provided for in the estimated budget, subject to the provisions of Article 14 of this Agreement.

2. Payments will be made in the currency in which the Agreement was concluded (See Article 1.1)
3. The above-mentioned amounts will be paid only by bank transfer to the following account opened **in the name of the Grantee:**

Account holder name: Základná škola, Slovenských dobrovoľníkov 122/7, Žilina

RIB: N/A

IBAN: SK26 5600 0000 0087 0357 4007

BIC/SWIFT CODE: KOMASK2X

Name of the Bank: Prima banka, a.s.

Address of the Bank: Hodžova 11, 010 11 Žilina, Slovak Republic

### ARTICLE 4 –COMMUNICATIONS BETWEEN THE PARTIES

1. The Contact point within the Council of Europe is:

Camille GANGLOFF, INSCHOOL Project Manager

Council of Europe, Agora Building, 1 quai Jacoutot, F – 6707, Strasbourg Cedex France

0033 390215108

[camille.gangloff@coe.int](mailto:camille.gangloff@coe.int)

<Fax>

The Contact point within the Grantee is:

Mária LUPTÁKOVÁ, School Director

Slovenských dobrovoľníkov 122/7, Žilina-Budatín, 010 03, Slovak Republic

041 5622074, 041 5667122

[zsbudatin@zsbudatin.sk](mailto:zsbudatin@zsbudatin.sk)

<Fax>

2. Any communication is deemed to have been made when it is received by the receiving party, unless the Agreement refers to the date when the communication was sent.
3. Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed in paragraph 1 above. Dispatch shall be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party shall immediately send again such communication to any of the other addresses listed in paragraph 1 above. In case of unsuccessful dispatch, the sending party shall not be held in breach of its obligation to send such communication within a specified deadline, provided the communication is dispatched by another means of communication without further delay.
4. Mail sent to the Council of Europe using the postal services is considered to have been received by the Council of Europe on the date on which it is registered by the department identified in paragraph 1 above.
5. Formal notifications made by registered mail with return receipt or equivalent, or by equivalent electronic means, shall be considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.

#### **ARTICLE 5 – LIABILITY FOR DAMAGES**

The Council of Europe shall not be held liable for any damage caused or sustained by the Grantee, its employees, contractors or sub-contractors, including any damage caused to third parties as a consequence of or during the implementation of the Action.

#### **ARTICLE 6 – CHANGES IN GRANTEE'S CIRCUMSTANCES**

1. The Grantee shall inform the Council of Europe without delay of any changes in the persons who may legally represent it, or in its name, address or legal domicile.

2. By signing this Agreement, the Grantee declares on its honour certifying that it is not in any of the listed below situations and shall inform also inform the Council of Europe without delay in cases where:
  - a) it is or becomes the subject of a request for the opening of insolvency proceedings, or himself makes such a request, or goes into liquidation, ceases trading, or is or comes in a situation of bankruptcy, liquidation, termination of activity, or arrangement with creditors, or any like situation arising from a procedure of the same kind, or of any similar proceedings under the laws of the country in which he is domiciled;
  - b) it is sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;
  - c) it has received a final judgment, finding an offence that affects his professional integrity or serious professional misconduct;
  - d) it does not comply with its obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of its country of legal domicile.
3. In the event of failure to comply with the above provisions, costs incurred after the change of circumstances shall not be eligible.
4. The Grantee shall also inform the Council of Europe without delay in cases where it is or becomes involved in a merger, takeover or change of ownership or partnership or there is a change in its legal status. In the event of failure to comply with this obligation, costs incurred after the change of circumstances may not be eligible.

#### **ARTICLE 7 – CONFLICT OF INTERESTS**

1. The Grantee undertakes to take all necessary precautions to avoid any risk of a conflict of interests and shall inform the Council of Europe without delay of any situation constituting or likely to lead to any such conflict.
2. A conflict of interests exists where the impartial and objective exercise of the functions of any person under this Agreement is compromised for reasons involving family or private life, political or national affinity, economic interest or any other interest shared with another party.

#### **ARTICLE 8 - CONFIDENTIALITY**

The Council of Europe and the Grantee undertake to preserve the confidentiality of any document, information or other material directly related to this Agreement and duly classified as confidential, for a minimum of ten years after the date of transmission of the final narrative report and final financial report under Article 2.2 d) and e) of this Agreement.

#### **ARTICLE 9 – VISIBILITY**

1. Unless the Council of Europe requests or agrees otherwise, the Grantee shall take all necessary measures to publicise the fact that the Action has been funded within the framework of a Joint Project between the European Union and the Council of Europe. Information given to the press and to the beneficiaries of the Action, all related publicity material, official notices, reports and publications, shall acknowledge that the Action was carried out with a grant from a Joint Project between the European Union and the Council of Europe and shall display in an appropriate way the Joint Projects' visual identity (for instructions on use of the Joint Projects' visual identity, see Appendix IV).

2. In cases where equipment or major items have been purchased using funds provided by the European Union or the Council of Europe, the Grantee shall indicate this clearly on that equipment and those major items (including display of the European Union and Council of Europe's logos), provided that such actions do not jeopardise the safety and security of the Grantee's staff.
3. The acknowledgement and Joint Projects' visual identity shall be clearly visible in a manner that will not create any confusion regarding the identification of the Action as a project of the Grantee and the ownership of the equipment and items by the Grantee.
4. All publications by the Grantee pertaining to the Action that have received funding from a Joint Project between the European Union and the Council of Europe, in whatever form and whatever medium, including the Internet, shall carry the following or a similar disclaimer: "This document has been produced using funds of a Joint Project between the European Union and the Council of Europe. The views expressed herein can in no way be taken to reflect the official opinion of the European Union or the Council of Europe".
5. If the equipment purchased with a grant from a Joint Project is not transferred to the local partners of the Grantee or to the final recipient of the Action at the end of the implementation period of this Agreement, the visibility requirements as regards this equipment shall continue to apply between the end of the implementation period of this Agreement and the end of the Joint Project, if the latter lasts longer.
6. All layouts of any communication items prepared by the Grantee are subject to approval with the Contact point within the Council of Europe.
7. The Grantee accepts that the European Union and the Council of Europe may publish in any form and medium, including on their websites, the name and address of the Grantee, the purpose and amount of the grant and, if relevant, the percentage of co-financing.

#### **ARTICLE 10 – OWNERSHIP/USE OF RESULTS AND EQUIPMENT**

1. Ownership, title and industrial and intellectual property rights in the results of the Action and the reports and other documents relating to it shall be vested in the Grantee, as the case may be together with third parties, unless otherwise decided by the Grantee.
2. Notwithstanding the provisions of Article 10(1) and subject to Article 8 above, the Grantee grants the European Union and the Council of Europe the right to use free of charge, and as they see fit, all documents deriving from the Action, whatever their form, provided this is in accordance with the existing industrial and intellectual property rights.

## ARTICLE 11 – PROCUREMENT

1. Unless otherwise agreed by the Parties (the Council of Europe and the Grantee) in writing, the procurement of any goods, works or services and the award of grants by the Grantee and its partners in the context of the Action shall be carried out in accordance with the applicable rules and procedures adopted by the Grantee.
2. This shall apply on the understanding that the Grantee's rules and procedures involve competitive tendering (with at least three competitive tenders) and conform to nationally or internationally accepted standards, in compliance with the principles of transparency, proportionality, sound financial management, equal treatment and non-discrimination, care being taken to avoid any conflict of interests. The Grantee must be in a position to submit the documents showing that it has complied with the obligations set forth in this article when requested to do so by the European Union, the Council of Europe or their designated auditors.
3. As a derogation to paragraph 2, above contracts may be negotiated directly with suppliers without competitive tendering, if the expenditure concerns a purchase for an amount of less than €2000 excluding tax, or less than €5000 excluding tax for intellectual services where the basic selection criterion is the service provider's technical expertise.
4. Without prejudice to the specific procedures and exceptions applied by the Grantee, the award by the Grantee of contracts financed under this Agreement may not be cumulative or retrospective or have the purpose or effect of producing a profit for the Grantee.
5. The Grantee shall adopt reasonable measures, in accordance with its own procedures, to ensure that potential candidates or tenderers and financial aid beneficiaries shall be excluded from participation in a procurement procedure or a procedure for the award of financial aid if:
  - a) their legal status is unclear (e.g. they are unable to provide information concerning their incorporation under the applicable national law or registration with the tax and other competent authorities); or
  - b) they are bankrupt or subject to bankruptcy proceedings, are being wound up, are in judicial liquidation, have entered into an arrangement with creditors, have suspended business activities, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations; or
  - c) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*; or
  - d) they have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Union's or the Council of Europe's financial interests; or
  - e) they are guilty of misrepresentation when supplying the information required as a condition of participation in the procedure or fail to supply this information; or
  - f) they are subject to a conflict of interests.
6. The grantee shall discharge the Council of Europe of all liability associated with any claim or action brought by a third party with whom the grantee enters into contracts for the purposes of implementation of the grant.

## ARTICLE 12 - ELIGIBLE COSTS

1. To be considered eligible as direct costs under this Agreement, costs must:
  - a) be necessary for the purpose of the grant;
  - b) comply with the principles of sound financial management, in particular best value for money and cost-effectiveness;

- c) have actually been incurred by the grantee during the implementation period as defined in Article 1.3 of this Agreement;
  - d) be identifiable and verifiable by the European Union and the Council of Europe, in particular being recorded in the grantee's accounts and determined according to the accounting standards applicable to the grantee;
  - e) comply with the requirements of applicable tax and social security legislation;
  - f) be backed up by originals or certified copies of supporting documents (as the case may be in electronic form); and
  - g) have been indicated in the estimated overall budget of the Action (see APPENDIX II).
2. Indirect costs may be considered eligible only where they are incurred by the grantee in connection with the Action which is the subject of the grant award; appear in the estimated budget; and are approved upon presentation of the final financial report. These costs shall not exceed the amount laid down, as the case may be, in APPENDIX II, and in no case may they exceed 7% of the total eligible costs.
  3. It should be noted that, except when this is materially impossible (e.g. to pay taxi fares), all payments to third parties must be made by transfers to their bank account.
  4. The following expenses shall not in any manner be considered as eligible costs (the list is not comprehensive):
    - a) Debts and debts service charges;
    - b) Provisions for losses or potential future liabilities;
    - c) Loans to third parties;
    - d) Interest owed by the Grantee to any third party;
    - e) Items already financed through other sources
    - f) Customs and import duties;
    - g) Purchase, rent or leasing of facilities, or refurbishment of facilities unless directly related to the Action;
    - h) Fines, Financial penalties and expenses of litigation;
    - i) Bank charges, costs of guarantees and similar charges;
    - j) Conversion costs, charges and exchange losses associated with any of the component specific euro accounts, as well as other purely financial expenses;
    - k) Costs incurred outside the implementation period as defined in Article 1.3 of this Agreement;
    - l) Costs incurred during suspension of the Agreement, excepted those considered by the Council of Europe as absolutely necessary to the preservation of the conditions of implementation of the Action;
    - m) Items already financed in another framework.

#### **ARTICLE 13 - ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS**

1. The Grantee shall keep accurate and systematic records and accounts in respect of the implementation of the Action. A separate management account shall be kept for the Action, and shall detail all receipts and payments.
2. The accounting regulations and rules of the Grantee shall apply, on the understanding that these regulations and rules conform to nationally or internationally accepted standards. In all other cases, the



Grantee shall use a dedicated double-entry book-keeping system as part of, or as an adjunct to, the Grantee's own accounts. This dedicated system shall follow the procedures dictated by professional practice and provide precise details of interest accruing on funds paid by the Council of Europe.

3. The Grantee shall have in place a system of financial control involving segregation of duties, evidence of authorisation of transactions, use and retention of purchase orders, goods-received notes, quotes and contracts.
4. Financial transactions and financial statements shall be subject to the internal and external monitoring procedures laid down in the Financial Regulations, rules and guidelines of the Grantee. A copy of the audited financial statements shall be submitted to the Council of Europe by the Grantee, where relevant.
5. The Grantee shall, for a minimum of ten years from the date of transmission of the narrative report and final financial report under Article 2 d) or e) of this Agreement:
  - a) keep financial accounting documents concerning the activities financed; and
  - b) make available to the Council of Europe, at its request, all relevant financial information, including statements of accounts concerning the Action, whether they are kept by the Grantee or by its implementing partners or contractors.
6. The Council of Europe, its External Auditors, the European Commission, OLAF and the European Court of Auditors may undertake checks (including on the spot) related to the Action financed by this Agreement.

#### **ARTICLE 14 – FINAL AMOUNT OF THE COUNCIL OF EUROPE FUNDING**

1. The total amount to be paid by the Council of Europe to the Grantee may not exceed the maximum funding established under Article 1.1 of this Agreement even if the overall payments exceed the estimated total budget set out in APPENDIX II.
2. The Grantee accepts that the funding by the Council of Europe shall be limited to the amount required to balance receipts and payments of the Action, as reflected in the estimated total budget set out in APPENDIX II, and that it may not in any circumstances result in a surplus for the Grantee. The Council of Europe's undertaking to pay its funding shall apply only for expenditure qualifying as eligible costs.
3. In cases where the Action is suspended or not completed within the implementation period of this Agreement, the funds that remain unspent after all liabilities incurred in this period have been satisfied, including any interest earned, will be promptly reimbursed to the Council of Europe.
4. Where the Action is not carried out at all, or is not carried out properly, in full or on time, and without prejudice to its right to terminate this Agreement pursuant to Article 17, the Council of Europe may, after allowing the Grantee to submit its observations, reduce the funding *pro rata* to take account of the part of the Action that has not been carried out on the terms laid down in this Agreement. In the event that the final award shall be less than the total of the initial payment and any further payments made at the time of the decision to reduce the amount, the Council of Europe shall be entitled to restitution of the difference within a reasonable time.
5. In the event that funds paid under this Agreement must be reimbursed to the Council of Europe due to reduction of the award or termination of the Agreement, any dispute shall be submitted to arbitration pursuant to Article 21 and any costs related to recovery will be borne by the Grantee.

## **ARTICLE 15 – SUSPENSION**

The Council of Europe may suspend this Agreement if exceptional circumstances so require. The Council will notify the Grantee of its intention to suspend and invite the Grantee to submit its observations within 10 (ten) working days.

## **ARTICLE 16 – AMENDMENTS**

1. Unless otherwise provided in this Agreement, the provisions of this Agreement may be amended only by written agreement between the Parties.
2. By derogation from Article 16.1, when an amendment to the provisional budget does not affect the basic purpose of the Action, and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation of 25% or less of the amount originally entered (or as amended by a written rider) in relation to each concerned heading, the Grantee may unilaterally amend the provisional budget and shall inform the Council accordingly in writing, at the latest in the next reporting phase.

## **ARTICLE 17 – TERMINATION**

1. The Council of Europe reserves the right to terminate this Agreement and the Grantee undertakes to repay promptly following termination the funding paid in the following cases:
  - a) if the Grantee fails to use the funding for the purpose of the Action; or
  - b) if the Grantee fails to explain in detail how the funding was used for the Action; or
  - c) if the Grantee fails to submit the required documents by the due date; or
  - d) if the Grantee fails to fulfil any of the terms of this Agreement;
  - e) in cases covered by Article 6.2.
2. The Council of Europe will notify the Grantee of its intention to terminate and invite the Grantee to submit its observations within 10 (ten) working days of receipt of such notification.

## **ARTICLE 18 – CASE OF FORCE MAJEURE**

1. In the event of force majeure, the parties shall be relieved of their obligations under this Agreement without any financial compensation. Force majeure is defined as including the following: major weather problems, earthquake, strikes affecting air travel, attacks, a state of war, health risks or events that would require the Council to cancel the funding.
2. In the event of such circumstances each party shall be required to notify the other party accordingly in writing, within a period of 5 days.

## **ARTICLE 19 – DISCLOSURE OF THE TERMS OF THE AGREEMENT**

1. The Grantee is informed and gives an authorisation of disclosure of all relevant terms of the Agreement, including identity and application, for the purposes of internal and external audit and to the Committee of Ministers and to the Parliamentary Assembly of the Council with a view to these latter discharging their statutory functions, as well as for the purpose of meeting the publication and transparency requirements of the Council of Europe or its donors. The Grantee authorises the publication, in any form and medium,

including the websites of the Council of Europe or its donors, of the title of the Agreement, the nature and purpose of the Agreement, name and locality of the Grantee and amount of the Agreement.

2. Whenever appropriate, specific confidentiality measures shall be taken by the Council to preserve the vital interests of the Grantee.

#### ARTICLE 20 – INTERPRETATION AND APPLICABLE LAW

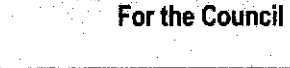

1. The provisions of this agreement shall take precedence over its Appendices.
2. Nothing in the Agreement may be interpreted as a waiver of any privileges or immunities accorded to the Council of Europe by its statutory documents or by international law.
3. The Agreement is governed by the applicable Rules and Regulations of the Council of Europe.

#### ARTICLE 21 – DISPUTES

1. Any dispute regarding this Agreement shall - failing a friendly settlement between the Parties - be submitted to arbitration in accordance with Rule No. 481 of 27 February 1976 issued by the Secretary General as provided in Article 21 of the General Agreement on Privileges and Immunities of the Council of Europe.
2. The Arbitration Board shall be composed of two arbitrators each selected by one of the parties, and of a presiding arbitrator, appointed by the other two arbitrators; in the event of no presiding arbitrator being appointed under the above conditions within a period of six months, the President of the Tribunal de Grande Instance of Strasbourg shall make the appointment.
3. Alternatively, the parties may submit the dispute for decision to a single arbitrator selected by them by common agreement or, failing such agreement, by the President of the Tribunal de Grande Instance of Strasbourg.
4. The Board referred to in paragraph 2 of this Article or, where appropriate, the arbitrator referred to in paragraph 3 of this Article, shall determine the procedure to be followed.
5. If the parties do not agree upon the law applicable the Board or, where appropriate, the arbitrator shall decide ex aequo et bono having regard to the general principles of law and to commercial usage.
6. The arbitral decision shall be binding upon the parties and there shall be no appeal from it.

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Done in two copies,

For the Council of Europe	For the Grantee
	
Thorsten AFFLERBACH	Mária LUPTAKOVA
Place ► Strasbourg, France	Place ► Zilina, Slovak Republic
Date ► 28.3.2019	Date ► 22.3.2019

## APPENDIX I – DESCRIPTION OF THE ACTION

### 5. Description of the Project

Indicate below how the project will contribute to make your school more inclusive (its culture, policy and practices), including for Roma children. Please describe what you want to achieve with the Project (overall objective), how you will implement it and who will be involved. ▼

The overall objective of the project is to involve Roma children and their families in the educational process and out-of-school activities of the school. We would like to achieve this in particular through the activities we have included in the project. The project team will cooperate with all the teachers of our school and at the same time will coordinate the cooperation between teachers and families of Roma children

As the main activity of the project, we see the creation of a community space that will be accessible to pupils, parents and community and will be useful in the process of teaching. It is an enclosed space in the school yard where it is possible to realize the project activity in the framework of curriculum and non-formal education. The following activities are aimed at promoting and sharing of inclusive and multicultural values, respect and dignity, and also community building based on common goals and mutual co-operation. Our task is to address the parents of children to greater participation in school life, and to involve the school in life in the local community.

### Proposed activities

For each activity, indicate the title, duration, specific objective, detailed description, means/resources needed, evaluation means (if any) and target group(s). Indicate the link with your Inclusive School Development Plan and the Index for Inclusion ▼

**Activity 1:** The school will engage in activities undertaken by other city-level organizations to support community engagement in local processes.

*Duration:* 4 months (01.03.2019-30.06.2019)

*Specific objective:* The school will be a partner in community organization, community work, and community planning. Through activity, space is created to engage community members in activities organized by other organizations with an impact on the local community.

*Description:* During the activity, pupils, together with teachers, will be involved in cleaning natural environment, an activity organized by the different NGO (Earth Day - 22.04.2019). Pupils with teachers clean the natural surroundings of their village, meet new people and cooperate on a common goal.

*Means/resources needed:*

*PROVIDED BY THE SCHOOL:* material - technical equipment and aids, teachers involved in activity, refreshment

*PROVIDED BY INSCHOOL:* No need

*Evaluation (optional):* Activity will be evaluated through community reflection and individual child assessments.

*Target group(s) (incl. numbers): Entire school, all pupils, the entire pedagogical team, the local population and NGOs (all together around 300 people and more).*

*Link with the ISDP: this activity is linked to the outcome related to environmental protection in local area and cooperation with local community and organizations.*

*Link with the Index for Inclusion: A1.10 The school and local communities develop each other*

*Follow-up action(s): The school will engage in an activity every year. Children learn about the importance of recycling, separation and nature protection.*

**Activity 2:** Use of peer education in the practice of pedagogues, project teaching with a focus on European and global learning and interconnection, understanding different cultures, beliefs and ethnicities.

*Duration: 4 months (01.03.2019-30.06.2019)*

*Specific objective: Pupils have the opportunity to learn from each other, to support learning. Pupils will be acquainted with different cultures, ethnicities and religions, thereby promoting tolerance and respect for others.*

*Description: Teachers in the classroom adapt the assignment of tasks so that the pupils work in suitably selected pairs or groups. They will use modern tools and teachers will use more effective teaching methodologies and techniques.*

*Means/resources needed:*

*PROVIDED BY THE SCHOOL: classrooms and materials for the lessons, work time of teachers involved in the lessons*

*PROVIDED BY INSCHOOL: materials, methodological books, printing material (toner, paper)*

*Evaluation (optional): This activity does not require an extra evaluation.*

*Target group(s) (incl. numbers): Pupils (around 180 pupils) with subjects including global and European themes such as ethics, citizen education, history, geography, literature, and so on. Also a teachers of this subject (5 -10).*

*Link with the ISDP: this activity is linked to the outcome related to reinforcing multicultural approach in curriculum and practical learning activities*

*Link with the Index for Inclusion: A 1.8 the school encourages an understanding of interconnection between people around the world*

*Follow-up action(s): The activity will be linked to inclusive goals that seek to identify other cultures, religions and races. Methodological material and books will continue to be used and will help other people in subjects with multicultural content.*

**Activity 3:** Visual spaces will be created on the premises of the school, reflecting the diversity of people, races and religions. Thematic orientation will be devoted mainly to the positive element of Roma culture and identity, as dominated minority in school.

*Duration: 4 months (01.03.2019-30.06.2019)*

*Specific objective: School pupils will reflect the presence of Roma culture and identity on the premises as a positive aspect in the context of coexistence, partnership and friendship.*

*Description: On the school will be placed visual objects that will inform and motivate the students to discover new cultures*

*Means/resources needed:*

*PROVIDED BY THE SCHOOL* classrooms, corridors. work time of teachers involved in the activity

*PROVIDED BY INSCHOOL:* Banners, posters, information materials

*Evaluation (optional):* No need extra evaluation.

*Target group(s) (incl. numbers):* All pupils and school staff, parents and visitors (all together around 300 people and more).

*Link with the ISDP:* this activity is linked to the outcome related to respecting dignity and cultural heritage of Roma community

*Link with the Index for Inclusion:* A 2.9 the school encourages children and adults to feel good about themselves

*Follow-up action(s):* The school will continue to present positive aspects of Roma culture. The visual representation of minorities and diversity will continue to be supported in the premises of the school.

#### **Activity 4:** Organization of cultural activities capturing Roma history, culture and identity - International Roma Day

*Duration:* 1 month (01.04.2019-30.04.2019)

*Specific objective:* To point out the need to respect Romani nations as a partner, along with its language, traditions and cultures.

*Description:* In celebration of the International Roma Day, activities promoting a positive perception of Romani culture will take place at school. The activity will be accessible to the public and to the parents of the children.

*Means/resources needed:*

*PROVIDED BY THE SCHOOL:* school area, work time of teachers involved in the activity, web site, photographer

*PROVIDED BY INSCHOOL:* fee for Roma folklore group

*Evaluation (optional):* A report will be produced in the local magazine as well as on the school site, and other media (local and national) will be invited to the activity. The overall evaluation of the activity will be carried out in the final report of the school during the school year.

*Target group(s) (incl. numbers):* Activities include school, pupils, teachers and non-pedagogical staff, parents of children (all together around 300 people and more) and the general public through mass media.

*Link with the ISDP:* this activity is linked to the outcome related to respecting dignity and cultural heritage of Roma community

*Link with the Index for Inclusion:* A 2.7 The school counters all form of discrimination.

*Follow-up action(s):* The school will take part annually in the celebration of the International Roma Day and will support a positive presentation of Romani culture in Slovakia

#### **Activity 5:** Reducing the negative impact of radicalization in society

*Duration:* 3 months (01.03.2019-31.05.2019)

*Specific objective:* Second grade (5-6-7 grades) students will be non-formally educated on the elimination of the risk of the negative effects of extreme right, racism, fascism and xenophobia in Slovak society.

*Description:* Pupils and school staff will share information about the company's activities and the risks posed by radicalization. Through targeted interventions at workshops organized by NGOs, they will experiment with their attitudes and communicate their

views on the topic.

*Means/resources needed:*

*PROVIDED BY THE SCHOOL:* time of teachers involved in the activity, web site

*PROVIDED BY INSCHOOL:* fee for NGO to organize a workshops

*Evaluation (optional):* The school director evaluates the effectiveness of the program after consultation with experts who describe its effect in the context of changing youth attitudes and opinions.

*Target group(s) (incl. numbers):* between 80 – 100 pupils, 5 – 10 teachers

*Link with the ISDP:* this activity is linked to effort of promoting tolerant, non-discriminated space in school and preparation of youth with no prejudice and stereotypes related to Romani people.

*Link with the Index for Inclusion:* A 2.7 The school counters all form of discrimination. A 2.2 the school encourages to respect for all human rights.

*Follow-up action(s):* The pupils will continue to be non-formally educated about the risks of radicalization through NGOs and school will implement this topic in curriculum.

#### **Activity 6: Sensitivity of diversity - organization of Living Libraries**

*Duration:* 3 months (01.03.2019-31.05.2019)

*Specific objective:* Provide pupils with space for experimentation with their own attitudes and ideas on the subject of diversity.

*Description:* Students of selected grades (5-6-7-8-9 grades) will be personally confronted with the issue of diversity. Within the topic of sensitization will be presented the stories of minorities, which are exposed by the negative pressure of the society and within the framework of their personal integrity they can overcome the barriers. Pupils will have the opportunity to personally meet a person who will have a response to their questions in the field.

*Means/resources needed:*

*PROVIDED BY THE SCHOOL:* classrooms, work time of teachers involved in the activity, web site

*PROVIDED BY INSCHOOL:* fee for NGO to organize a workshops

*Evaluation (optional):* The school director evaluates the effectiveness of the program after consultation with experts who describe its effect in the context of testing youth attitudes and opinions.

*Target group(s) (incl. numbers):* around 180 pupils, 5 – 10 teachers

*Link with the ISDP:* this activity is linked to effort of promoting tolerant, non-discriminated space in school and preparation of youth with no prejudice and stereotypes about minorities and respecting diversity.

*Link with the Index for Inclusion:*, A 2.2 the school encourages to respect for all human rights. A 2.7 The school counters all form of discrimination

*Follow-up action(s):* The school will explore the possibilities of implementing Living Libraries as effective tools in the area of sensitivity of diversity

#### **Activity 7: Promoting community values through common interests and goals**

*Duration: 3 months (01.03.2019-31.05.2019)*

*Specific objective: To create a united community of people that will be interested in sharing and promoting inclusive values.*

*Description: Creating community spaces in the garden of the school that will be used in the context of joint activities of a school nature, as well as leisure activities outside the classroom. Parents of children will jointly provide teachers and pupils with pallet seating and tables, a shelter and seating together for leisure time and to support the education of children in a creative way*

*Means/resources needed:*

*PROVIDED BY THE SCHOOL: classroom, garden area, tools, work time of teachers involved in the activity, web site*

*PROVIDED BY INSCHOOL: sitting bags and outdoor mattress, hanging net etc., sound system and lights.*

*Evaluation (optional): no need extra evaluation*

*Target group(s) (incl. numbers): creating: teachers and school staff – 5, parents od pupils – 5, using: between 100 – 200 pupils with teachers and community*

*Link with the ISDP: this activity is linked to effort to build a local school community based on inclusive values*

*Link with the Index for Inclusion: A 1.11 Staff link what happened in school to children's life at home. A2.1 The school develops shared inclusive values,*

*Follow-up action(s): Space will be used in the context of non - formal activities, leisure activities as well as a community platform to meet and discuss. This space will also be used to open debate on diversity, sharing, and common vision.*

#### **Activity 8: Common knowing each other and meeting through art**

*Duration: 3 months (01.03.2019-31.05.2019)*

*Specific objective: in the context of free-time activities pupils will be an oriented on activity to explore other cultures, diversity and multicultural approach.*

*Description: Children at school, through the use of purchased literature and media content, will recognize the importance of the diversity of life, culture and the environment within art and different artistic styles. Through activity, they realize that globalization is a natural process that promotes diversity.*

*Means/resources needed:*

*PROVIDED BY THE SCHOOL: classrooms, work time of teachers involved in the activity, web site*

*PROVIDED BY INSCHOOL: purchase of literature and media content with elements of multiculturalism*

*Evaluation (optional): No need extra evaluation*

*Target group(s) (incl. numbers): 10 -15 pupils in a group, 1 teacher, material will be used in all subject with link to multicultural approach (around 180 pupils)*

*Link with the ISDP: this activity is linked to the outcome related to reinforcing multicultural approach in curriculum and practical learning activities*

*Link with the Index for Inclusion: A 1.8 the school encourages an understanding of interconnection between people around the world, A2.1 The school develops shared inclusive values*

*Follow-up action(s): methodical materials will be included in the curriculum. If the pupils are interested, the free-time will be enlarged about new topics The wider goal is to create a theatrical multicultural group.*



**Activity 9:** Encouraging the inclusion of children at risk of social exclusion

*Duration:* 3 months (01.03.2019-31.05.2019)

*Specific objective:* Creating a mentor position for children and youth with the need for personalized support in the field of inclusion

*Description:* Children involved in the personality support program will be aware of the possibilities of integration at different levels under the guidance of the employee. Employee will motivate children to engage in various activities with integration potential as part of their individual support. On the broader level, the employee will be encouraged to learn about inaccuracy, acceptance of diversity and multiculturalism. Also will be accessible to pupils in the preparation of classes. Employees will also communicate with parents and work with them in various activities.

*Means/resources needed:*

*PROVIDED BY THE SCHOOL:* classroom, material - technical assistance, methodological material

*PROVIDED BY INSCHOOL:* salary of the employee

*Evaluation (optional):* The headmaster of the school assesses the success of the job position on the basis of the employee's report on the activities he has carried out to support individual children.

*Target group(s) (incl. numbers):* 10 – 15 children, 1 employee

*Link with the ISDP:* this activity is linked to support individual approach for children with special needs in a field of inclusion and to support connection of parents to school.

*Link with the Index for Inclusion:* A 2.4 Inclusion is viewed as increasing participation for all, A 2.5 Expectations are high for all children.

*Follow-up action(s):* Support for children will focus on motivation for further study, engagement in the wider community, and activities available to all children. In case of success, the school will promote the application of this approach to another school year.

## APPENDIX II – ESTIMATED BUDGET

### ESTIMATED BUDGET – GRANT AGREEMENT

Action:	INSCHOOL Project				
Place:	Žilina - Budatín				
Implementation period:	03/2019 - 06/2019				
CoE Administrator responsible:	Camille GANGLOFF				
Currency:	EUR				
INSCHOOL Grant:	7500				
Contribution by the Grantee:	In-kind contribution in form of providing space, material and technical equipment, personnel capacities of teachers and members of coordinating group to implement the project activities.				
Expenditure	Unit	# of units	Average unit rate	# of participants	Estimated budget
<b>1. Human Resources</b>					
<b>1.1. Staff</b>					
1.1.1 Fee for a mentor of Roma pupils - Activity 9	month	3	375,00		1 125,00
1.1.2 specify	Per xx		0,00		0,00
1.1.3 specify	Per xx		0,00		0,00
<b>1.2. Experts/Consultants</b>					
1.2.1 Workshop - Reducing the negative impact of radicalization in society - Activity 5	Per lesson	1	500,00		500,00
1.2.2 Living libraries for sensitization of diversity - Activity 6	Per lesson	1	1 500,00		1 500,00
1.2.3 specify	Per xx		0,00		0,00
<b>1.3. Per diems (lunch, dinner, accommodation, transfer)</b>					
1.2.1 International	Per diem		0,00		0,00
1.2.2 Local	Per diem		0,00		0,00
<b>Subtotal 1 Human Resources</b>					<b>3 125,00</b>
<b>2. Travel</b>					
2.1 International travel	Per return flight		0,00		0,00
2.2 Local transportation	Per trip		0,00		0,00
<b>Subtotal 2 Travel</b>					<b>0,00</b>
<b>3. Equipment and supplies</b>					
3.1. Methodological materials, worksheets, books, printing material (toner, paper) for global educational activities - Activity 2	Per activity	1	600,00		600,00
3.2 Banners, posters, information materials for multicultural design of school - Activity 3	Per activity	1	300,00		300,00
3.3 Siting bags and outdoor mattress, hanging net etc., sound system and lights for non-formal community space - Activity 7	Per activity	1	2 500,00		2 500,00
3.4 Literature, books and media content of multiculturalism - Activity 8	Per activity	1	500,00		500,00

<b>Subtotal 3 Equipment and supplies</b>					<b>3 900,00</b>
<b>4. Office items</b>					
4.1 Office rent and related charges	Per month		0,00		0,00
4.2 Office supplies	Per month		0,00		0,00
4.3 Office furniture and equipment	Per item		0,00		0,00
4.4 Other services	Per month		0,00		0,00
<b>Subtotal 4 Office items</b>					<b>0,00</b>
<b>5. Other expenditure and services</b>					
5.1 Publications	Per item		0,00		0,00
5.2 Studies, research	Per item		0,00		0,00
5.3 Translation	Per 250 words		0,00		0,00
5.4 Interpretation	Per person/day		0,00		0,00
<b>5.5. Conferences/seminars<sup>2</sup></b>					
5.5.1 Rent of hall	Per event		0,00		0,00
5.5.2 Rent of interpretation equipment	Per event		0,00		0,00
5.5.3 Refreshment for cultural activity - International Roma Day - Activity 4	Per event	1	50,00		50,00
5.5.4 Local transportation	Per event		0,00		0,00
5.5.5 Per diems for participants (lunch, dinner, accommodation, transfer)	Per event		0,00		0,00
5.5.6 Visibility actions (graphic service for visualisation of diversity - Activity 3)	Per item	10	10,00		100,00
<b>Subtotal 5 Other expenditure and services</b>					<b>150,00</b>
<b>6. Other</b>					
6.1 Roma folklore group - International Roma Day - Activity 4	event	1	325,00		325,00
<b>Subtotal 6 Other</b>					<b>325,00</b>
<b>Total Grant expenditure (1-6)</b>					<b>7 500,00</b>
<b>Preferred advance payment</b>					<b>90,00%</b>
<p>Notes:</p> <p><sup>1</sup>Indicate whether the grantee commits to contribute by means of an in-kind contribution, or by means of a financial contribution. In the first case, the in-kind contribution shall be described, while in the second case, the amount and the currency of the financial contribution shall be indicated in the box.</p> <p><sup>2</sup> Insert different lines to take into account differences of unit rates or number of participants in each event (lunch, journeys, etc).</p> <p>"Average unit rate" can be used but not "Average number of participants". <sup>2</sup> See Articles 1.1 and 3.2.</p>					
I certify that this is the budget proposed			I accept the proposed budget		
<b>Name of the representative of the Grantee (followed by capacity, e.g. Director)</b> Mgr. Mária LUPTÁKOVÁ - School Director		<b>Name of the representative of the Council of Europe</b> Thorsten AFFLERBACH, Head of Division, Roma and Travellers Team			
Signature		Signature			
Date: 22.3.2019		Date: 28.3.2019			

# APPENDIX III – MODEL FINANCIAL REPORT

MODEL FINANCIAL REPORT – GRANT AGREEMENT							
Action:		<Action>					
Place:		<Place (if any)>					
Implementation period:		From <date> to <date>					
Responsible financial officer:		<Name, function>					
Currency:		<specify>					
Grant by the Council of Europe:		<specify the total amount of the CoE Grant>					
Contribution by the Grantee:		< <sup>1</sup> specify>					
Expenditure	Unit	# of units	Average unit rate (<reporting currency>) <sup>2</sup>	# of participants	Estimated budget as per Grant Agreement	Expenditure (<reporting currency>) <sup>2</sup>	Invoice reference number
<b>1. Human Resources</b>							
<b>1.1. Staff</b>							
1.1.1 specify	Per xx		0.00		0.00	0.00	
1.1.2 specify	Per xx		0.00		0.00	0.00	
1.1.3 specify	Per xx		0.00		0.00	0.00	
<b>1.2. Experts/Consultants</b>							
1.2.1 specify	Per xx		0.00		0.00	0.00	
1.2.2 specify	Per xx		0.00		0.00	0.00	
1.2.3 specify	Per xx		0.00		0.00	0.00	
<b>1.3. Per diems (lunch, dinner, accommodation, transfer)</b>							
1.3.1 International	Per diem		0.00		0.00	0.00	
1.3.2 Local	Per diem		0.00		0.00	0.00	
<b>Subtotal 1 Human Resources</b>					<b>0.00</b>	<b>0.00</b>	
<b>2. Travel</b>							
2.1 International travel	Per return flight		0.00		0.00	0.00	
2.2 Local transportation	Per trip		0.00		0.00	0.00	
<b>Subtotal 2 Travel</b>					<b>0.00</b>	<b>0.00</b>	
<b>3. Equipment and supplies</b>							
3.1 specify	Per xx		0.00		0.00	0.00	
3.2 specify	Per xx		0.00		0.00	0.00	
<b>Subtotal 3 Equipment and supplies</b>					<b>0.00</b>	<b>0.00</b>	
<b>4. Office items</b>							
4.1 Office rent and related charges	Per month		0.00		0.00	0.00	
4.2 Office supplies	Per month		0.00		0.00	0.00	
4.3 Office furniture and equipment	Per item		0.00		0.00	0.00	
4.4 Other services	Per month		0.00		0.00	0.00	
<b>Subtotal 4 Office items</b>					<b>0.00</b>	<b>0.00</b>	
<b>5. Other expenditure and services</b>							
5.1 Publications	Per item		0.00		0.00	0.00	
5.2 Studies, research	Per item		0.00		0.00	0.00	
5.3 Translation	Per 250 words		0.00		0.00	0.00	
5.4 Interpretation	Per person/day		0.00		0.00	0.00	
<b>5.5. Conferences/seminars<sup>3</sup></b>							
5.5.1 Rent of hall	Per event		0.00		0.00	0.00	
5.5.2 Rent of interpretation equipment	Per event		0.00		0.00	0.00	
5.5.3 Giffet breaks	Per event		0.00		0.00	0.00	
5.5.4 Local transportation	Per event		0.00		0.00	0.00	
5.5.5 Per diems for participants (lunch, dinner, accommodation, transfer)	Per event		0.00		0.00	0.00	
5.5.6 Viability actions	Per item		0.00		0.00	0.00	
<b>Subtotal 5 Other expenditure and services</b>					<b>0.00</b>	<b>0.00</b>	
<b>6. Other</b>							
6.1 specify	Per xx		0.00		0.00	0.00	
6.2 specify	Per xx		0.00		0.00	0.00	
<b>Subtotal 6 Other</b>					<b>0.00</b>	<b>0.00</b>	
<b>Total Grant expenditure (1-6)</b>					<b>0.00</b>	<b>0.00</b>	
<b>Already paid (credit advice slip for 1st instalment in local currency)</b>						<b>0.00</b>	
<b>Amount due</b>						<b>0.00</b>	
Notes:							
<sup>1</sup> Indicate whether the grantee commits to contribute by means of an in-kind contribution, or by means of a financial contribution. In the first case, the in-kind contribution shall be described, while in the second case, the amount and the currency of the financial contribution shall be indicated in the box.							
<sup>2</sup> See Article 2.2.c) <sup>3</sup> See Article 3.2							
<sup>4</sup> Different lines to take into account: differences of unit rates or number of participants in each event (lunch, trips, etc.). Average unit rate can be used but not average number of participants.							
1, the signatory, certify that the total amount of payments amounted to <sum in figures and currency> (<sum in letters and currency>) and that all supporting documents have been attached.							
Name and capacity of the representative of the Grantee:							
Signature:							
Date:							

## APPENDIX IV - EUROPEAN UNION/COUNCIL OF EUROPE

### JOINT PROJECT'S VISUAL IDENTITY

The INSCHOOL logo (specimen below) must be used in all communications and reports/leaflets, website display/participant lists produced and disseminated.



Colour:

HEX: 069948

RGB: 6, 153, 72

CMYK: 85%,  
13%, 100%, 2%

The logo is placed on documents in the upper right corner and is always accompanied by one of the versions of the Joint Programmes logo.

The European Union - Council of Europe Joint Programmes logos should always be placed as a centred footer in the document, webpage or any other relevant communication publication.

For items printed or displayed in colour, the four-colour logo must be used:



Logo variant black and white must be used for black-and-white printed or displayed items:

