

**Decision**  
**on the provision of institutional support to the international cooperation**  
**in the field of research and development within the framework**  
**of the Czech-Norwegian Research Programme CZ09**  
**File No. MSMT-xxxx/2016-x**

**Czech Republic – Ministry of Education, Youth and Sports, the Programme Operator,**  
ID No.: 00022985  
based at Karmelitská 5, 118 12 Prague 1  
represented by Ing. Jiří Burgstaller, DiS., Director of the Department of Strategic Programs and Projects

(hereinafter the “**Provider**”)

issues pursuant to Section 14 of Act no. 218/2000 Coll., on Budgetary Rules (hereinafter the “Budgetary Rules”) and in accordance with Section 3(3)(b)(3), Section 4(2)(b) and Section 9(6)(c) of Act no. 130/2002 Coll., on the Support of Research and Development from Public Funds, and on amendments to some related Acts (Act on Support of Research, Experimental Development and Innovation), as amended (hereinafter the “Act”), issues

in favour of the Promoter:

name:  
legal form:  
ID No.:  
registered office:  
account number:  
statutory representative: name, position

(hereinafter the “**Beneficiary**”)

this Decision on the provision of institutional support from the state budget to support international cooperation in a bilateral initiative concerning research and development with ID code 7F16xxx and named x. (hereinafter the “Initiative”) co-financed by the Norway Grants under the Norwegian Financial Mechanism 2009-2014.

## **Article 1**

### **General**

This Decision sets the following conditions, which form the integral part of this Decision on the provision of institutional support to the international cooperation Initiative in the field of research and development within the framework of the Czech-Norwegian Research Programme CZ09 File No. MSMT-xxxx/2016-x.

## **Article 2**

### **Subject-matter of support**

- 1) The institutional support concerns a grant from the state budget to support the Czech-Norwegian Initiative entitled xxx from the Czech-Norwegian Research Programme CZ09 (hereinafter the “Programme”) in accordance with the announcement of a Call under this Programme and the Guide for Fund for Bilateral Relations (the “Guide”) designed for applicants and beneficiaries. The provision of support and its use to implement the Initiative is governed by the Act and Commission Regulation (EU) no. 651/2014 of 17 June 2014, which, in accordance with Articles 107 and 108 of the Treaty, is used to declare certain categories of aid compatible with the internal market (hereinafter the “Regulation”), by the Programme Agreement between the Norwegian Ministry of Foreign Affairs and the Ministry of Finance of the Czech Republic on the funding of the Programme “Czech-Norwegian Research Programme” (hereinafter the “Programme Agreement”) and the Regulation on the Implementation of the Norwegian Financial Mechanism 2009–2014 (hereinafter the “NFM Regulation”).
- 2) Subject-matter, scope, purpose and objectives of the Initiative, as well as the expected results for Beneficiaries, are given in Annex 1 hereto. The Beneficiary is obliged to implement the Initiative and

activities listed in Annex 1 hereto under the conditions laid down in this Decision and in accordance with the conditions of the Call, the Guide and legal regulations, including the legal regulations referred to in Article 2(1) hereof.

- 3) The provided institutional support must be used only in accordance with the Act, Regulation, NFM Regulation, Guide, Programme Agreement, Programme Call and the conditions of this Decision and only in relation to the activities listed in Annex 1 approved by the Provider. Other activities not approved by the Provider are considered ineligible.
- 4) The person responsible towards the Beneficiary for the implementation of the Initiative and at the same time responsible and authorised by the Beneficiary for communication between the Beneficiary and the Provider is [name].

### Article 3

#### Eligible timeframe of the Initiative

- 1) The Decision becomes final and enforceable on the date of issue.
- 2) The Beneficiary is obliged to implement the Initiative defined in Annex 1 hereto in accordance with this Decision on the provision of institutional support and the conditions laid down therein, and fulfil all the obligations arising therefrom.
- 3) The Beneficiary is obliged to start the Initiative in accordance with the schedule of the Call no earlier than on the date following its approval by the Provider on dd. mm 2016, but no later than 30 calendar days after the date of issuance of this Decision. The Beneficiary is obliged to complete the Initiative by dd. mm 2017. The Beneficiary must give written notice to the Provider via a postal service operator concerning the date of commencement of work within the Initiative.

### Article 4

#### Financial framework

- 1) Total eligible expenditure<sup>1</sup> of the Initiative to be incurred by the Beneficiary is CZK x.- (x Czech Crowns).
- 2) The total maximum amount of institutional support from the Fund for Bilateral Relations at Programme Level under Measure B is CZK x (x Czech Crowns).
- 3) The disbursement of institutional support by the Provider is governed in more detail in Annex 2 hereto.
- 4) The eligibility of expenditure is defined in Section 2(2)(1) of the Act, Article 25(3) of the Regulation, Chapter 7 of the NFM Regulation, the terms of the Call, the Guide and its itemized breakdown in Annex 2 hereto.

### Article 5

#### Methods to provide institutional support

- 1) The Provider will provide individual parts of the institutional support to the Beneficiary by a direct bank transfer from a bank account of the Provider to the bank account of the Beneficiary according to Annex 2 hereto, provided that the Beneficiary has fulfilled the previous obligations and conditions of this Decision, in particular if the Beneficiary has provided the data for the Information System of Research, Experimental Development and Innovation (hereinafter "IS RDI"), submitted a report or other documents about the Initiative and these have been approved.
- 1) The Beneficiary is obliged to use the resources provided by the Provider exclusively for the payment of eligible expenditure under the Initiative approved by the Provider and in accordance with their defined eligibility period in accordance with Article 3(3) of this Decision.
- 2) Unless the reversionary budget in accordance with a special legal regulation leads to the regulation of disbursement from the State budget, the first payment will be provided to the Beneficiary within 60 calendar days from the date of this Decision. In 2017, the Provider is obliged to start providing support within 60 calendar days from the beginning of the calendar year if the Beneficiary has duly fulfilled all its obligations under this Decision and if the data on the implementation of the Initiative have been entered into the IS RDI according to the instructions of the Provider and in accordance with the Act and Annex 9 to the NFM

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<sup>1</sup> Eligible expenditure means approved costs in accordance with Section 2 of the Act.

Regulation, or if data have been entered in the European information systems in accordance with the Regulation where required by the Provider in the given year.

- 3) If the Beneficiary provides funds to other partners from Norway during the Initiative, the amount of the funds provided in foreign currency is determined by using the current exchange rate of the day on which the cashless payment was received to the bank account of the Norwegian partner / fixed exchange rate of NOK 1 = CZK 2.9047. The Beneficiary / Norwegian partner must be able to prove the amount of the funds received, for example through a bank statement.

## **Article 6**

### **Change in the amount of eligible expenditure and change in the amount of support**

- 1) The amount of eligible expenditure and the associated amount of support may not change by more than 50% during the implementation of the Initiative. The amount of the eligible expenditure actually incurred must not exceed the total maximum amount of institutional support referred to in this Decision.
- 2) A change within the meaning of Paragraph 2 shall be made by a decision of the Provider; the Provider shall make such a decision within 60 calendar days from the date on which the Beneficiary's application for a change is approved. There is no legal claim to the change in the amount of eligible expenditure and the change in the amount of support.
- 3) A change in the partial composition of eligible expenditure of the Initiative provided in Annex 2 which does not affect the total amount of eligible expenditure or the total amount of institutional support and the purpose for which it was granted, does not require a decision to be made. However, before the expenditure can be incurred, such a change is subject to the prior written consent of the Provider. However, the consent of the Provider is not required for changes to funds in itemized breakdown of eligible expenditure if the change of the partial composition of the eligible expenditure in the Initiative budget of each individual participant does not exceed **a total of CZK 60,000** in the calendar year. The Beneficiary must always apply in advance for an increase in the personal expenditure item in the given payment with the Provider in writing.
- 4) During the project, the Beneficiary is not entitled to use for the same expenditure other funds from the budget chapters of the Provider, from other public sources, from funds provided from the State budget covered from the EU budget, the EEA and the Norway Grants 2009–2014 and other foreign sources, so as to avoid duplication of funding.

## **Article 7**

### **Obligations of the Beneficiary**

- 1) The Beneficiary is obliged to fulfil the obligations arising from generally binding legal regulations, namely:
 

the Regulation; Act no. 563/1991 Coll., on Accounting, as amended (hereinafter “the Accounting Act”), the Budgetary Rules; Act no. 320/2001 Coll., on Financial Control in Public Administration and Amendments to Some Acts (hereinafter the “Act on Financial Control”), as amended; Act no. 255/2012 Coll., on Inspection (hereinafter the “Inspection code”); the Act; Act no. 137/2006 Coll., on Public Procurement, as amended (hereinafter the “PPA”); Act no. 89/2012 Coll., the Civil Code.
- 2) The Beneficiary is obliged to implement the Initiative in accordance with the following documents:
  - a) NFM Regulation,
  - b) Methodology of Financial Flows, Control and Certification of Programmes Financed by the European Economic Area and Norwegian Financial Mechanisms in the 2009-2014 Programme Period,
  - c) Guidelines of the National Focal Point on Eligible Expenditures - EEA and Norway Grants 2009–2014;
  - d) Guidelines of the National Focal Point on Small-Scale Public Contracts financed by the EEA and Norway Grants.
- 3) The Beneficiary is obliged to use institutional support for the purpose for which it was intended by the Provider. The Beneficiary is obliged to keep separate accounting records of expenditure actually incurred in relation to the institutional support provided in accordance with the Accounting Act, and use the records to monitor the expenditure covered from the support. The method of keeping these records is determined by the Beneficiary in accordance with the Accounting Act, so that the Beneficiary can document the use of the eligible project expenditure actually incurred and the associated institutional support.

- 4) The Beneficiary is obliged to settle (account for) the institutional support in accordance with the Budgetary Rules and Decree no. 367/2015 Coll., on the Principles and the Periods of the Financial Settlement from the State Budget, State Financial Assets or the National Fund (Decree on the financial settlement), hereinafter the “Decree no. 367/2015”, in the manner and within the deadlines specified by the Provider. The Beneficiary is also obliged to:
- a) take measures to ensure proper implementation of the works set out in the Initiative,
  - b) inform the Provider in writing via a postal service operator about the actual start of works within the Initiative,
  - c) ensure contact with the responsible person,
  - d) hand over to the Provider a report on the implementation of the Initiative in accordance with Article 8 of this Decision,
  - e) duly keep signed originals of all decisions and contracts and other documents relating to the implementation of the Initiative in line with the generally binding regulations for a minimum of 10 years from the January 1 following the year in which the final report on Czech-Norwegian Research Programme was approved by the Financial Mechanism Office in Brussels,
  - f) attend the meetings convened for the purpose of audit, monitoring and evaluation of the Initiative, its results and budget spending,
  - g) submit to the Provider all the required data on the proper compliance with the conditions hereof,
  - h) inform the Provider in writing about changes that occurred during the period of enforceability of this Decision and which affect the legal personality of the Beneficiary or other partners to the Initiative, the data required to demonstrate the eligibility of the Beneficiary or other partners to the Initiative, or data that could affect the implementation of the Initiative, within 7 calendar days from the day on which the Beneficiary became aware of such facts.
  - i) strictly abide by the usual internal accounting practices in accordance with applicable legal regulations, and maintain adequacy in relation to the prices usual at the given time and place.
  - j) ensure that its internal accounting and auditing procedures allow direct comparison of expenditure and incomes declared in connection with the Initiative and the corresponding financial statements and the underlying accounting documents.
- 5) For the activities under Subsection 4(f), the Provider may use the assistance of independent professional advisors appointed in accordance with Article 8 of this Decision.
- 6) The total amount of institutional support in the years 2016 and 2017 for each of the other partners to the Initiative is provided in Annex 2. The Beneficiary is obliged to provide the part of the support attributable to the other partners to the Initiative within 15 calendar days after receiving the support from the Provider.
- 7) The Beneficiary is responsible for ensuring that the Agreement on participation in Project implementation (so called the “Partnership Agreement”) will include provisions which ensure that the Provider has the same audit rights over the other partners in relation to the implemented Initiative as over the Beneficiary and that the other partners will comply with all the conditions for the provision and use of support to implement this Initiative in accordance with this Decision, the Act, the Regulation and NFM Regulation.
- 8) In all information published in relation to this Initiative, the Beneficiary is required to indicate the Initiative code and the fact that the Initiative is implemented with the financial support of Norway Grants and the Provider within the Czech-Norwegian Research Programme CZ09. The standardized text of the dedication is provided in the Communication and Design Manual of EEA / Norway Grants.
- 9) The Beneficiary is obliged to ensure that the expenditure that has been identified as ineligible is paid by the Initiative participant that has incurred it.

## Article 8

### Monitoring and reporting method

- 1) In accordance with Section 13 of the Act, Regulation and Annex 12 to the NFM Regulation, the Provider conducts regular annual audits and progress reviews of the objectives and results achieved. For these purposes, the Beneficiary is required to provide the Provider with the following for approval:

- a) the final report on the implementation of the Initiative (hereinafter the “Report”) containing a summary of all the activities, objectives, results and conclusions, including an edited part in a form suitable to be published by the Provider and Beneficiary,
  - b) additional information associated with the Initiative required by the Provider, if requested by the Provider or other authorities involved in financial mechanisms.
- 2) The Beneficiary and other partners are obliged to respect the instructions of the Provider regarding the content and structure of the Report and the deadlines and time limits for its submission. The Report and documents on eligible expenditure under the Initiative which are to be submitted by the Beneficiary in accordance with this Decision are presented to the Provider in a single copy in paper and electronic form.
  - 3) The Report and related documents on eligible expenditure under the Initiative will always cover the period from the date of the official start of the Initiative to the date of its termination, but not later **than until 30 April 2017**.
  - 4) The Beneficiary is obliged to present the Provider with the Report, account of funds assigned for and actually incurred in the implementation of the Initiative and the rationale for their disbursement and use.
  - 5) Concerning the Initiative completed in 2016, the Beneficiary must present the Provider with the Report without undue delay, but no later **than by 15 February 2017**. The financial settlement for the entire implementation period of the Initiative in respect of the National Fund in accordance with Decree no. 367/2015 shall be delivered by the Beneficiary to the Provider **by 31 December 2016**. The Beneficiary shall return the unused support to the Provider's bank account **by 15 February 2017**.
  - 6) Concerning the Initiative completed **by 30 April 2017**, the Beneficiary must present the Provider with the Report without undue delay, but no later **than by 20 July 2017**. The financial settlement for the entire implementation period of the Initiative in respect of the National Fund in accordance with Decree no. 367/2015 shall be delivered by the Beneficiary to the Provider **by 20 July 2017**. The Beneficiary shall return the unused support to the Provider's bank account **by 20 July 2017**.
  - 7) The Report is to be submitted to the Provider in paper form and at the same time electronically in one copy. Paper and electronic versions of the Report must be identical. In the case of a conflict, the paper version shall prevail.
  - 8) The Report and the related documents about the actually incurred eligible expenditure will cover the entire period of implementation of the Initiative.
  - 9) For the needs of the Beneficiary's Report, the Norwegian partner shall financially settle its share of the actually incurred eligible expenditure in accordance with the guidelines and in the manner specified by the Provider.
  - 10) The Norwegian partner has an obligation to keep individual original documents and other supporting documents relating to the Initiative in accordance with the Norwegian national regulations.
  - 11) The Czech Beneficiary or another Czech partner shall follow the relevant provisions of the Accounting Act, the Act on Financial Control and other legal regulations. In the case of account keeping and financial control, the Norwegian partner acts in accordance with the applicable national legal regulations and the internal rules.
  - 12) If the implementation of the Initiative is terminated prematurely before the deadline specified in Article 2(3) of this Decision, the Report will be submitted to the Provider without delay but no later than by the date specified in Paragraph (5) or (6). The date and reasons for the termination will be notified without delay by the governing body of the Beneficiary in writing through a postal service operator.

## Article 9

### Other obligations of the Beneficiary

- 1) The Beneficiary agrees to the publication of its name, registered office, grant title, the amount of the institutional support granted and the final, edited report on the implementation of the Initiative and other data about the Initiative defined by the Act, Regulation and NFM Regulation in national and international information systems.
- 2) The Beneficiary is obliged to observe the maximum allowable share of public aid in eligible expenditure of the Initiative (i.e. aid intensity) set by this Decision and its Annexes and in accordance with the applicable provisions of the Act and Regulation. At the same time, the Beneficiary is obliged to ensure compliance with the relevant aid intensity limits of all the other partners.

- 3) The Beneficiary is obliged to dispose of the institutional support funds properly, efficiently, economically and effectively in accordance with the legal regulations and the NFM Regulation. These terms are defined in Section 2 of the Financial Audit Act.
- 4) The Beneficiary is obliged to immediately inform the Provider about any suspected irregularities found during the implementation of the Initiative. Irregularity means any breach of:
  - a) the provisions of the European Union law,
  - b) the provisions of the laws of the Czech Republic,
  - c) the legal framework of Norway Grants 2009–2014,which affects or poses risk to any stage of implementation, for example by ineligible or disproportionate expenditure.

## **Article 10**

### **Professional advisors**

- 1) The Provider may appoint a professional advisor who can provide assistance in the course of the audit, monitoring and evaluation of Initiatives in accordance with this Decision.
- 2) The Provider shall oblige the professional advisors in writing to maintain confidentiality about the information communicated to them, and commit them not to exploit such information for their own benefit or the benefit of third parties.
- 3) The Provider shall familiarise the Beneficiary with the appointment of professional advisors and allow the Beneficiary to object against the individuals so appointed. The Provider shall examine the objections of the Beneficiary, and if it finds the objections to be valid, the Provider shall remove an appointed professional advisor and propose another.

## **Article 11**

### **Results of the Initiative and their use**

- 1) The rights to the results of the Initiative and their use by the Beneficiary are governed by the Act, Regulation, Annex 12 to the NFM Regulation and the Partnership Agreement between the Czech Beneficiary and other partners to the Initiative.
- 2) The expenditure related to the transfer of access rights shall be borne by the transferee of the rights.
- 3) The Beneficiary is obliged to publish full, accurate and timely information about the Initiative and the results in the form, scope and manner specified by the Provider in accordance with the requirements of the Act, Regulation, NFM Regulation and this Decision.

## **Article 12**

### **Withdrawal of support**

The Provider has the right to initiate proceedings to withdraw the institutional support after this Decision has been made, at any time in justified cases pursuant to Section 15 of the Budgetary Rules and NFM Regulation.

## **Article 13**

### **Audits**

- 1) The Provider is entitled to audit the progress towards the objectives of the Initiative, disbursement and use of support, as well as the effectiveness of the eligible expenditure in accordance with this Decision.
- 2) The Provider is entitled to perform the audit at any time during the implementation of the Initiative and subsequently up to 10 years from January 1 following after the year when the Financial Mechanism Office approved the Final Report on the Programme.
- 3) The audit is performed on the basis of the Act on Financial Control and the Inspection Code. The Beneficiary shall provide the inspectors with all assistance in the performance of the inspections, in particular allow them free access in the Beneficiary's workplaces to the persons involved in the Initiative, to

all documents, computer records and equipment that pertain to the Initiative. The Beneficiary's obligations during the financial audit shall be provided by the abovementioned legal regulations.

- 4) The Beneficiary is obliged to provide all documentation concerning the Initiative and allow the audits by all eligible entities, namely the Certifying Authority and Audit Authority of the Ministry of Finance of the Czech Republic, the Supreme Audit Office, the representatives of the Financial Mechanism Office, Board of Auditors of the European Free Trade Association (EFTA), Office of the Auditor General of Norway, the Financial Mechanism Committee, the Ministry of Foreign Affairs or persons authorized by them.
- 5) The Beneficiary is obliged to immediately inform the Provider about any audits or monitoring concerning the Initiative undertaken by other entities, about their results and about the proposed remedial measures.

#### **Article 14**

##### **Provision of information and data about the Initiative and its results**

- 1) The Beneficiary is obliged to publish full, true and timely information on bilateral cooperation in the Initiative, the knowledge gained and its results.
- 2) The Beneficiary shall meet the obligation to provide information in accordance with Paragraph 1, in particular through the Provider, to which the Beneficiary shall provide data about the Initiative and data on the knowledge gained and other results of the Initiative for publication through IS RDI in the form and within the deadlines specified by the Provider in accordance with the requirements of the Act and the Regulation.
- 3) The data for IS RDI is provided by the Beneficiary to the Provider in the form determined by the Provider. The Provider shall provide the details of the Initiatives supported from its budget chapter to the IS RDI operator within 50 calendar days after the effective date of this Decision.
- 4) If, during the calendar year, the data in accordance with Paragraph 3 change, the Provider shall provide new data on the ongoing Initiatives to the IS RDI operator within 30 calendar days from the date when the change occurred or when it was communicated to the Provider.
- 5) The Beneficiary is obliged to publish the results in accordance with the applicable legal regulations and consistently provide the information published in relation to this Initiative with the identification code of the Initiatives according to the IS RDI and with the indication that the result was achieved with the financial support of the Norway Grants 2009-2014 and the Provider within institutional support for research and development.

#### **Article 15**

##### **Eligibility of expenditure**

Eligible and ineligible expenditure is defined in the documentation of the Call, especially in the Guide, NFM Regulation and the Guidelines of the National Focal Point.

#### **Article 16**

##### **Liability for damage**

The Provider is not liable for any act or failure to act of the Beneficiary and other partners. The Provider is in no way responsible for the shortcomings and defects of products or services acquired by the Beneficiary and other partners.

#### **Article 17**

##### **Regulation of the ownership rights to the results and their use**

- 1) The use and ownership rights to the results and their application and disclosure between the Provider and the Beneficiary, between the Beneficiary and another partner / other partners of the Initiative, between the Beneficiary and third parties involved in the Initiative, and where the Initiative has multiple Beneficiaries, between the Beneficiaries, if applicable, must be regulated by the Agreement on participation in Project implementation in accordance with the applicable national legislation.
- 2) The Beneficiary is obliged to publicly disseminate the results which cannot be protected in accordance with special legal regulations or are not a trade secret, other secret or classified information under a special legal

regulation or intergovernmental legislative acts concerning the programme or facts whose disclosure could jeopardize the activities of the intelligence services and also having a publishing nature, through conferences, publications or other open access information sources or through free or open source software.

## **Article 18**

### **Violation of the Decision on the provision of support**

- 1) If the Beneficiary has violated an obligation under this Decision or if the Provider has a reasonable suspicion that the Beneficiary has not provided truthful data, the Provider is entitled to suspend the provision of funds to the Beneficiary.
- 2) If the Beneficiary uses the support for a purpose other than that for which the support was provided in accordance with this Decision or contrary to its timeframe, or if the support is used in any other manner contrary to the conditions laid down by legal regulations or the Decision to provide support, it is considered unauthorized use of funds provided from the State budget and breach of budgetary discipline. Unauthorized use or retention of grant funds is a breach of budgetary discipline within the meaning of Section 44(1) of the Budgetary Rules and will be dealt with in accordance with Section 44a of the Budgetary Rules.
- 3) If, during the period of sustainability after the physical completion of the Initiative, serious financial irregularities or deficiencies are found in the information or documents relating to the use of support or if the Beneficiary provides false data, it constitutes a violation of budgetary discipline.
- 4) If, after the date of issuance of this Decision:<sup>2</sup>
  - a) the state budget funds become restricted,
  - b) it is found that the data which were relied on to provide the institutional support was incomplete or false,
  - c) it is found that this Decision has been issued contrary to the Act or the EU law,
  - d) it is found that the purpose for which the grant was provided cannot be properly or timely fulfilled, unless there was a previous violation of budgetary discipline,
  - e) the European Commission makes a decision to recover or provisionally recover public aid, or
  - f) it is found that illegal work was allowed,

the Provider may initiate proceedings to withdraw the support.

Such a withdrawal may concern funds granted within up to 12 months before these facts are found. If the right to be granted support has ceased to exist only because the State budget funds become restricted, the part of the support which has already been granted to the Beneficiary and used to cover eligible Initiative costs is not to be returned.

- 5) Where the Beneficiary has been convicted of a criminal offence specified in Section 14a of the Act, the Provider may cancel, or entirely or partially change this Decision on the provision of support.
- 6) If the Beneficiary violates its obligations under this Decision, the Provider may exclude the project proposals of that Beneficiary from a public tender in research, development and innovation for up to 3 years from the date on which the violation was proved to the Beneficiary or acknowledged by the Beneficiary in writing.

## **Article 19**

### **Publicity**

The Beneficiary is obliged to ensure publicity towards the public in accordance with the NFM Regulation and in other suitable manners. The Beneficiary must contractually oblige its partners to provide publicity towards the public in accordance with NFM Regulation.

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<sup>2</sup> See Section 15 of the Budgetary Rules.



**Article 20**

**Changes to the Decision**

- 1) This Decision may only be changed in accordance with the Budgetary Rules in specific cases.
- 2) The Decision under Paragraph 1 may be made no later than two months before the completion date of the project.

**Article 21**

**Final provisions**

- 1) This Decision is not subject to Act no. 500/2004 Coll., Administrative Procedure Code, as amended, it cannot be appealed and its judicial review in accordance with Act no. 150/2002 Coll., the Code of Administrative Justice, as amended, is excluded.
- 2) The Decision is made in two copies, one for the Provider and one for the Beneficiary.
- 3) The following Annexes form an integral part of this Decision:
  - a) Annex 1 – Approved proposal of the Initiative
  - b) Annex 2 – Approved eligible expenditure and utilization of institutional support in years

Prague, dated . . . 2016

On behalf of the Provider:                      Ing. Jiří Burgstaller, DiS.  
Director of the Department of Strategic Programs and Projects

Stamp: