



Smurfit Kappa Foundation Grant Agreement

The Smurfit Kappa Foundation grant agreement Dated May 27, 2024 (the "**Agreement**").

Between:

a) The Smurfit Kappa Foundation, a company incorporated under the laws of Ireland (registration number 504110 and having its registered office at Beech hill, Clonskeagh Dublin 14, Ireland the "**Foundation**"); and

b) Materská škola-Óvoda with its registered office at Bartókova 38, Štúrovo (the "**Grantee**"), (each a "**Party**", together the "**Parties**" to this Agreement).

Purpose

Project Description: Materska skola Ovoda would like to build on its strategy of inclusion of all children by providing a traffic playground on their premises which would allow children in a playful and practical way learn the acquired theoretical knowledge of the basic rules of the road no mater where they are form and to apply the principles of safe behaviour in using the roads ensuring they know how to follow the traffic signs, which will benefit children of all abilities. They will include equipment for those with disabilities also so that this is a very inclusive project. There is a school for children with disabilities located close to this school so they would share these facilities ensuring children in the community of all abilities benefits from play and the education of how to use roads safely in an inclusive way. Children do not pay any fees to attend school. The legal form of this organisation is A Budgetary Organization, which excludes that it is profitable, thus confirming that it is NON-PROFIT. (the "**Project**")

Reference: 2024-2209 Materská škola-Óvoda

Date of application: April 28, 2024

Completion Date: September 15, 2024

1. Payment

Total funding amount for the Project (the "**Grant**"): €80,000.00

Tranche	Amount	Date
1	€40,000.00	2024-06-07

2

€40,000.00

2024-11-29

2. Monitoring & Evaluation:

The Grantee agrees to facilitate the Foundation in the monitoring and evaluation of the Grant which includes but is not limited to the following:

- Contact by way of report between the Foundation and the Grantee every 6 months at a minimum. The Grantee is required to report on the progress and raise any points to be discussed and any issues which may arise. In any event, such reports will be required before subsequent payments are drawn down (where relevant).
- A final impact report be submitted to the Foundation no later than 3 months after the Completion Date which will examine the ongoing impact of the Grant and the manner which it did, or did not, make an impact.

3. Budget

The Grantee's **application form** outlines the budget for the Grant for which this Agreement pertains and the Completion Date of the Project. The Grantee confirms that it will stay within the budget of the Grant and the Project will be completed in full on or before the Completion Date, please see Appendix A. The Completion Date may be amended or extended subject to the Foundation's prior written consent.

4. Financial Administration

The Grantee confirms that the bank account details provided below are correct unless otherwise notified to the Foundation.

Grantee Name:	Materská škola-Óvoda
Grantee Address:	Bartókova 38, Štúrovo
Grantee Bank Account Name:	MATERSKÁ ŠKOLA - ÓVODA
Grantee Bank:	VÚB BANKA
Grantee Bank Address:	VÚB, a.s., Mlynské nivy 1, 829 90 Bratislava 25
Grantee Bank Account Number:	SK15 0200 0000 0042 4317 4855

IBAN Code: SK15 0200 0000 0042 4317 4855

BIC/Swift Code: SUBASKBX

Additional Information:

5. Insurance:

The Grantee is responsible for the appropriate insurance cover for an amount of no less than the Grant in relation to the Project which is provided pursuant to this Agreement. The Grantee will furnish copies of the relevant insurance documentation to the Foundation.

6. Declaration:

The Grantee confirms that the information provided by the Grantee to the Foundation is a true representation of the Grantee and no incorrect or misleading representation or statement has been provided (“**Misrepresentation**”).

The Grantee confirms it will report to the Foundation as soon as becoming aware of:

- (a) any developments that could cause a significant change to the aims and activities of the Grantee;
- (b) any actual or suspected fraud involving the Grantee;
- (c) any investigations concerning the Grantee or any of its affiliates which is currently underway or any potential anticipated investigations to be undertaken by a Regulatory Authority and/or;
- (d) anything which may negatively impact the reputation of the Foundation.

7. Liability

The Grantee is solely responsible in respect of any and all claims arising from or in connection with the execution of the Project funded under the terms and conditions of this Agreement. The Grantee hereby agrees to indemnify the Foundation with regard to any potential claim or any claim which may arise. The Foundation shall not be liable in respect of any claim by or on behalf of any volunteer, employee, or agent acting for and on behalf of the Grantee or on behalf of any other person who may have a claim against the Grantee arising out of the implementation of this Agreement. The Grantee confirms that it has or will have no recourse to the Foundation in the future in respect of any claim or damages which may arise from the execution of the Project. The Grantee hereby agrees to indemnify the Foundation in this regard.

8. Data Protection

The Grantee confirms it is compliant and will comply with its obligations under all applicable data protection law in its local jurisdiction. The Grantee will ensure all data protection rights be adhered to, particularly if the Grantee is processing any personal data or any transfer of personal data takes place within the meaning of applicable data protection law. The Grantee will not do, or permit anything to be done, which might cause the Foundation to be in breach of the applicable data protection laws.

9. Sanctions

The Grantee is compliant with all sanction laws as provided for by the (a) the United Nations, (b) the European Union, (c) the United States, (d) any member state of the European Union and the European Economic Area, (e) the United Kingdom, and/ or (f) the respective governmental, legislative, judicial and enforcement bodies and authorities of any of the foregoing, including, without limitation, Her Majesty's Treasury, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of Commerce, the US Department of State, any other agency of the US government and any authority, official institution or agency acting on behalf of any of them in connection with Sanctions (the "**Sanctions Authority**").

The Grantee confirms that it is not engaged with any organisations or trade which are subject to economic or financial sanctions laws, embargoes and/or regulations, prohibitions, restrictive measures, decisions, orders, notices or other comprehensive prohibitions against transaction activity pursuant to antiterrorism laws or export control laws issued, implemented, adopted, imposed, administered, or enforced by any Sanctions Authority from time to time (the "**Sanctions**"). The Grantee is aware of the implications of engaging with any person and/or organisation who are engaged with or subject to Sanctions. The Grantee, its subsidiaries and any of its affiliates confirm that none of the funds provided by the Foundation to fund the Project are or will be used by a person or body subject to Sanctions or be used for any activity which is or may be connected with Sanctions.

10. Misappropriation of Funds

Where the Grantee becomes aware of or suspects that there has been a misappropriation or inappropriate use (including fraud) of funding by the Grantee and/or its employees, representatives or agents provided under this Agreement, the Grantee will immediately notify the Foundation. The Grantee will provide the Foundation with a written report outlining the details of the reported actions and confirming the action taken to investigate and, where appropriate, respond to the actual or suspected misappropriation or inappropriate use of funding.

11. Termination

This agreement will terminate on or immediately after the Completion Date (where no extension has occurred). The Foundation reserves the right to terminate this Agreement at any time if Misrepresentation has occurred or the termination of this Agreement is agreed between the Parties.

12. Governing Law

This Agreement and all disputes arising from this Agreement whether contractual or non-contractual in nature shall be governed by and construed in accordance with the laws of Ireland. The Parties irrevocably submit to the exclusive jurisdiction of the Irish courts in relation to all matters arising out of or in connection with this Agreement.

13. Acknowledgement

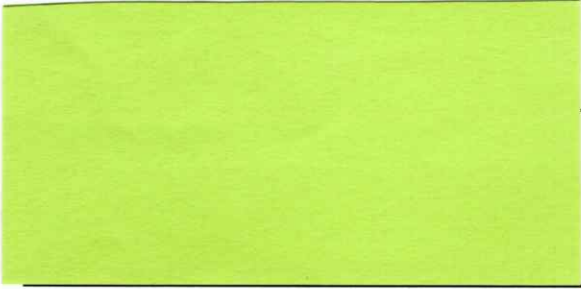
Each Party expressly consents to the electronic signature of this Agreement. The Foundation requests that the Grantee acknowledges the support of the Foundation as a funder of the Project. The Foundation requests to be put on notice prior to the use of the Foundations logo and other materials for use in related publications and social media by the Grantee. The Grantee acknowledges that consent from the Foundation is required in order to use the logo.

Signature Page

Signed for and on behalf of

the **Grantee:**

Signed:



Position:

head of kindergarden

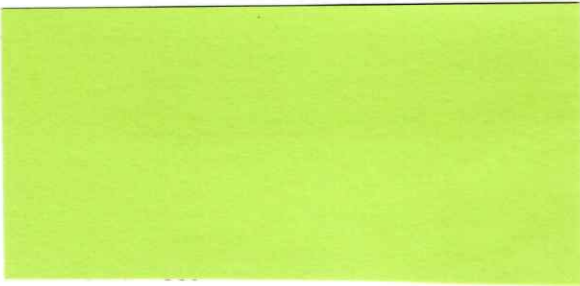
Date:

05/28/2024

Signed for and on behalf of

the **Foundation**

Signed:



Position:

Smurfit Kappa Foundation Finance Manager

Date:

05/28/2024

APPENDIX A : Key terms of Grant Agreement

Completion date: 15/09/2024

Total cost of the Project: €80,000

Total requested from Smurfit Kappa Foundation: €80,000

Breakdown of the funding requested of Smurfit Kappa:

Type of Cost - Detailed Breakdown of Funding requested from SK	Year 1	Year 2	Year 3	Total EUR
Stage 1	€45,000	€0	€0	€45,000
Stage 2	€6,000	€0	€0	€6,000
Stage 3	€29,000	€0	€0	€29,000
	€80,000	€0	€0	€80,000

APPENDIX B : Full Grant Application



2024-2209 Materská škola-Óvoda

Application ID

2024-2209 Materská škola-Óvoda

Application Type

Smurfit Kappa Foundation Application

Eligibility Questionnaire

Does this project support underprivileged people?

Yes

Please select which area this project will support from the drop down list attached.

Education

Is this project in a country where Smurfit Kappa operates

Yes

Please select the country from the drop down list

Slovakia

Will this project support one individual only?

No

From the following six United Nations Sustainable Development Goals ([UN SDG's](#)), which the SK Foundation has chosen as their focus, can you please identify which one your project aligns to?

Goal 4 - Quality Education

Is your request for funding over €10,000?

Yes



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Section 1: Organisation Details

Organization Information

Materská škola-Óvoda
Bartókova 38
Štúrovo, NJ, 943 01

Organisation Telephone number: 091-516-7406

Website: www.msbartokova.parkany.sk

Overall aims and objectives:

Our main goal is to ensure the inclusion and development of all children of different social, cultural, racial, gender and religious backgrounds through an inclusive approach, for those with special needs and abilities. All these children equally deserve attention and appropriate education, which is why our work is based on the principles of inclusive education and in spreading the idea that inclusion should gradually become a reality and not just a theoretical vision.

With an inclusive approach, we respond flexibly to the different special educational needs of children, overcoming the barriers that are mainly related to creating inclusive conditions for the common education of children with diverse potential to ensure equality of opportunity. We provide space for indiscriminate shared play experiences, developing skills, abilities and knowledge, thus increasing their potentials for successful social integration, especially with children in the lower grades with autism spectrum disorder and intellectual disabilities. For these children we provide a Special Snoezelen room - a multi-sensory environment designed mainly for handicapped children. In order to further expand the range of our activities, we would escalate special education by implementing The Traffic Playground for traffic education in practical situations.



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Section 2: Applicant Details

Main Contact

Renáta Filakovska

Head Teacher

Slovakia

Phone Number: 091-516-7406

Email: micimacko52@gmail.com



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Section 3: Project details and Budget

PROJECT DETAILS

1. Can you please explain in detail the project that you would like Smurfit Kappa Foundation to support?

The purpose of the project is to build a Traffic Playground, which would allow children in a playful way in practical situations to verify the acquired theoretical knowledge of the basic rules of the road and to apply the principles of safe behavior in road traffic, to know and follow the traffic signs, which will benefit children of all abilities. Pre-primary education is the decisive factor that can eliminate dangerous aspects through practical situations in the safe environment of the traffic playground in the schoolyard area. There is no traffic playground in our town or in the surrounding area that provides such an opportunity to implement the practical part of teaching road safety for children of all abilities.

Children do not pay any fees to attend school. Confirmation from the statistical register of organisations:

The legal form is A Budgetary Organization, which excludes that it is profitable, thus confirming that it is NON-PROFIT. (Attachment will be added).

The kindergarten has almost half of the children with Hungarian as their mother language, and apart from children with mental and physical disabilities, it provides education in 3 Hungarian classes, as we are in the south of Slovakia, where Hungarians are a minority. It is the reason why the Slovak Government pays less attention to the needs of the local population. The Hungarian minority here remains, so to called- forgotten, and financial support does not come from state sources. This Traffic playground would mean a lot for our community.

It would greatly promote stimulating time for mothers with special needs children, as these children have limited ability to concentrate and only attend school part-time, they can spend the rest of their leisure time with their guardians in such stimulating place. Most mothers struggling with such issues are left alone, which limits full-time earning opportunities for them and therefore placement options for their children.

The amount of 80.000 euros is including design, engineering and construction, installation works and also including special equipment as well.

There are 4 other institutions, numbering 175-180 children, of which about 10% are children with special needs. These are the institutions in our town, plus there are another 10 institutions with approx. 320-240 children within 10 km distance in villages around us.

According to the headteacher, the playground will be open to all institutions until 6 p.m. and locked for



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the night.

Insurances that protect children in case of an accident during extracurricular activities are provided by the school/kindergarten, not by the landowner. Thus, during the school operation of children, who will be on the playground at a given time, the school is responsible. This is also the case when moving children from the institution here.

The safety of children of the kindergarten, on whose territory the playground will be located, is fully covered by the institution during the time spent in the kindergarten.

The landowner is the town (council) of Štúrovo.

I attach the quotations.

1.1 Will the project take place at the organisations address provided in Section 1 'Organisation Details'?

Yes

2. What is the main goal of your proposed project?

A large number of children die on the roads every year, whether caused by their own irresponsibility or the recklessness of another person. Children have lack foresight, have limited vision because they are shorter, or being in a wheelchair, or simply cannot judge the distance or speed of a vehicle well. Pre-primary education is the decisive factor that can eliminate these aspects through practical situations in the safe environment of the traffic playground in the schoolyard area. Unfortunately, children with various disabilities are the most exposed to road hazards because they cannot judge the real dangers of traffic.

3. Will this project have a national impact or a local impact?

Local impact



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3.1. Please explain the reason for your choice?

There is no traffic playground in our town, but also in the vicinity, which would provide such an opportunity to implement the practical part of teaching traffic education also for children with disabilities.

By educating children about road safety and model situations on such a traffic playground without distinction of otherness, we want to create a quality stimulating and attractive environment for children for traffic activities, where they will learn to be a direct responsible participant in road traffic, to combine theory with practice, to try riding on children's means of transport (bicycles, tricycles, wheelchairs, scooters, etc.)) to get to know road signs, to get acquainted with road safety and rescue services, thus contributing to a certain extent to the reduction of children's accidents in road traffic...

Respecting the individual needs of children with different road transport disadvantages while maintaining inclusiveness, we have included various inclusive elements in the construction of the traffic playground.

4. Can you provide evidence that proves that what you are applying for is needed in the community?

As mentioned There is no traffic playground in our town, but also in the vicinity at all.

The number of pupils during the school year varies between 150-190 , in 7 classes, which all are inclusive classes with children with special needs as well. There are 4 other institutions, numbering 175-180 children, of which about 10% are children with special needs. These are the institutions in our town, plus there are another 10 institutions with approx. 320-240 children within 10 km distance.

or children with high degree of disabilities, who are specially educated at our sister school in our town, (Special Primary School in Štúrovo, Lipová street 6, Šturovo), the cooperation with our kindergarten is important, as the children have to participate together in the activities organized by the special educators.

Depending on the type and degree of disability, pupils can be educated according to the curriculum for variant A, variant B, variant C and for pupils with autism or other pervasive developmental disorders with intellectual disabilities according to levels 1, 2 and 3. The Special Primary School in Štúrovo works closely with us with approx. 85-95 pupils. Wherefore the number of 300 children includes both institutions.

School Websites will be attached.



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5. Please explain your anticipated timeline?

Approximate planning to prepare the site for construction has been phased:

Stage 1: May , June, July 2024: Construction and wiring works - complete preparation of the surface (road, pavements and play area) of the transport playground with the use of transport elements for the disabled (barriers, guide strips, traffic signs for the visually impaired) and planting of greenery, purchase of inclusive elements (inclusive labyrinth, signalling devices for the disabled).

Stage 2: August 2024: Purchase, installation of vertical traffic signs and implementation of horizontal signs

Stage 3 : September 2024: Purchase and installation of additional play elements and children's transport equipment, furniture, litter bins, garden shed for transport equipments.

6. What is the proposed start date of the project?

31/05/2024

7. What is the proposed end date of the project?

15/09/2024

8. What plans are currently in place to ensure this project is a success?

The Kindergarten neighborhood is surrounded by a large schoolyard where play sets are located. There is also an unused grassy area. We would like to use this space for the construction of The Transport Playground.

Regular planning of traffic-themed activities based on the School Education Program (participation of members of the traffic police and rescue workers, talks, traffic competitions, possibility of inviting neighboring Kindergartens and children from Key Stage 1 of Primary Education etc.)

Respecting the individual needs of children with different disadvantages in road transport while maintaining inclusiveness, we included inclusive elements in the construction of the transport playground

9. Please explain how this project will remain viable into the future?

The project will benefit all children in the long term, as the number of cars on the road is increasing every year and, unfortunately, so is the number of accidents. This form of support will help families with disabled children to venture more widely in socializing, coming together and participating in these supportive educational opportunities.



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10. Does the Government provide support to your organisation?

Yes

10.1. Please state how much in euro?

€300,000.00

10.2. Is the Government supporting this particular project that you are seeking funding for?

No

11. How many people will directly benefit from this project?

300

12. How many people will indirectly benefit from this project?

1,000

13. Who will be the direct/primary beneficiaries of this project?

People with physical disabilities

14. Where applicable, please select any indirect/secondary beneficiaries of this project?

Children and young people

15. What is the primary age group that will benefit from this grant?

All ages

16. Please explain how your project aligns with the goal you have selected ([UN SDG's](#))

Goal 4 - Quality Education

This project ensure inclusive and equitable quality education and promote lifelong support and opportunities for all.

17. Please select all other [UN SDG's](#) that this project will also contribute to

3 Good health and wellbeing, 4 Quality Education, 10 Reduce Inequalities, 17 Partnerships for the Goals



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18. Can you please identify the closest Smurfit Kappa Plant to this project?

Smurfit Kappa Obaly Štúrovo,a.s

19. Do you have a contact in the local Smurfit Kappa Plant?

Yes

19.1. Please provide Name of contact

Aniko Bogdanyiova

19.2. Please provide Email address of contact

aniko.bogdanyiova@smurfitkappa.sk



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BUDGET

20. What is the total cost of the project in euro?

€80,000

21. How much, in euro, are you requesting from the SK Foundation for your project?

€80,000

22. How will you bridge the gap if any?

If the SKF is not able to fully cover the construction costs, the institutions involved in this project will try to organize a charity concert for children and collect the missing expenses as far as possible.

Please provide a breakdown of the funding requested, to inform us how the proposed grant from SK Foundation will be spent. Please ensure the breakdown adds up to the total requested of SK Foundation above. Unless your project spans more than 1 year, enter all costs in Year 1.

Type of Cost - Detailed Breakdown of Funding requested from SK	Year 1	Year 2	Year 3	Total EUR
Stage 1	€45,000	€0	€0	€45,000
Stage 2	€6,000	€0	€0	€6,000
Stage 3	€29,000	€0	€0	€29,000
	€80,000	€0	€0	€80,000



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Section 4: Supporting Documents

Please provide us with the latest set of financial statements or equivalent.

Engineering_Quotation.xlsx
10.9 KB - 28/04/2024 9:54PM

MŠBartokova.pdf
149.9 KB - 27/03/2024 4:11PM

Price_quotation_for_elements.docx
14.4 KB - 28/04/2024 9:54PM

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834.9 KB - 28/04/2024 9:55PM

Total Files: 4

Safeguarding Policy – When awarding grants SK Foundation needs to be confident your organisation has arrangements in place to ensure the protection of children and vulnerable adults proportionate and appropriate to the work you are doing. Please confirm your organisation complies with all regulatory requirements.

I confirm my organisation complies with all governmental guidelines ensuring the safety of children and vulnerable adults proportionate and appropriate to the work we do.

Declaration

I confirm that the information given on the application form is true and the organisation has agreed that I can act on their behalf.

I confirm that I have read, consent and agree to the Privacy Policy (which you can view by clicking the lock logo in the upper right corner). I consent to the use of my personal data, which has been collected and processed by the Smurfit Kappa Foundation in order to process my application.