

178/10/2023-SAMRS

## Small Grant Agreement No. SAMRS/2023/SG/12/KE

Between the parties

Name: Slovak Agency for International Development Cooperation  
Resident at: Bratislava, Slovak Republic  
Founded by: Decision of Minister of Foreign Affairs of the Slovak Republic  
Nr. 57/2006 from 27.12.2006  
Contact address: Pražská 7, 811 04 Bratislava, Slovak Republic  
IBAN: SK1381800000007000275962  
Bank Name: State Treasury  
ID No. (ICO): 31819559  
Telephone: +421-2-5978-2601  
Represented by: Mrs. Katarína Žuffa Leligdonová for the Slovak Agency for  
International Development Cooperation

And

Name: Kounkuey Design Initiative Inc.  
Resident at: CITAM Business Park, Hurlingham off Argwings Kodhek Rd.,  
P.O.Box 21972, 00505 Nairobi, Kenya  
Registered at: Ministry of State for National Heritage and Culture  
Registration number: OP.218/051/13-0205/9087  
Telephone: +254 720 813076  
E-mail: regina@kounkuey.org  
Represented by: Ms. Regina Opondo, Senior Community Principal

(Hereinafter referred to as the "Final Beneficiary").

This Small Grant Agreement between the parties relates to the implementation of the Project **"Flowing Together: Collaborative Regeneration of Nairobi's Rivers"** supported by the small grant scheme of the Slovak ODA under the Contract No. **SAMRS/2023/SG/12/KE**.

1. The Final Beneficiary agrees to implement the project as described in the Small Grant Application Form.
2. The project aims to improve the quality of life in Nairobi and adjacent communities by supporting activities aimed at restoring the river basin flowing through the city, through supporting development of the strategy of the Nairobi Rivers Commission.
3. The project is to be implemented by the Final Beneficiary within six months from the signing this Small Grant Agreement.
4. The total amount of the financial contribution from the Slovak Agency for International Development Cooperation to the Final Beneficiary will not exceed **EUR 10 000** (in words ten thousand EUR).

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5. According to the Small Grant Application Form which is integral part of this Small Grant Agreement and with this support, the Final Beneficiary will pay for community dialogues, community awareness raising activities, virtual best practice city exchanges, project director, project lead, project coordinator, community engagement coordinator.
6. The financial contribution from the Slovak Agency for International Development Cooperation will be available and can be spent only after signing this Small Grant Agreement.
7. The financial contribution of **EUR 10 000** will be disbursed in **two installments**.
8. The installment in the amount of **70%** from the total grant, i.e. **EUR 7 000** (in words seven thousand EUR) will be paid to the Final Beneficiary by the Slovak Embassy in Nairobi after signing this Small Grant Agreement.
9. The Final Beneficiary shall provide the Slovak Embassy in Nairobi with the Project Completion Report including the Financial Report and the Photo documentation displaying the SlovakAid logo within **20 days** after the completion of the project. Both documents shall be submitted in English language. The Financial Report shall contain the complete accounting documentation, i.e. order of services, invoices from service providers and payments made by the Final Beneficiary. The sample forms of the Completion Report and the Financial Report are attached to this Small Grant Agreement.
10. The remaining **30%** from the total grant, i.e. **EUR 3 000** (in words three thousand EUR) will be paid to the Final Beneficiary by the Slovak Embassy in Nairobi within **30 days** after the Slovak Agency for International Development Cooperation endorses the Final Completion Report and the Financial Report.
11. The Final Beneficiary will permit the staff of the Slovak Agency for International Development Cooperation to monitor and evaluate the Slovak ODA and access the documentation related to the project implementation and to provide them with assistance in reviewing the project progress and impact. The Final Beneficiary is furthermore obliged to provide full cooperation with financial control for the purpose of verifying the compliance with the scope, purpose and conditions agreed in the contract, compliance with generally binding legal regulations as well as the accuracy of the accounts and material implementation under the relevant generally binding legislation.
12. The Final Beneficiary is obliged to use the SlovakAid logo on all information outputs relating to the implementation of the project. If the Final Beneficiary does not use the SlovakAid logo, the Slovak Agency for International Development Cooperation may charge the Final Beneficiary with the amount of 0,8% from the total amount of the financial contribution.
13. **VISIBILITY OF FUNDING FROM THE OFFICIAL DEVELOPMENT ASSISTANCE**  
Unless the SAIDC requests or agrees otherwise, any communication or publication made by the Final Beneficiary that relates to the action, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations in electronic form, etc.), including tangible assets acquired from the project must: (a) indicate that the action has received funding from the Official Development Assistance, SlovakAid and (b) display the SlovakAid logo. When displayed in association with another logo, the SlovakAid emblem must have appropriate prominence. The obligation to display the SlovakAid logo does not confer on the Final Beneficiary a right of exclusive use. The Final Beneficiary may not appropriate the SlovakAid logo or any similar trademark or logo, either by registration or by any other means. For the purposes of the first, second and third

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subparagraphs and under the conditions specified therein, the Final Beneficiary may use the SlovakAid logo without first obtaining permission from the SAIDC.

14. The Final Beneficiary is obliged to respect the implementation time schedule and budget lines and to inform the Slovak Agency for International Development Cooperation on all circumstances which can cause any significant deviation and/or jeopardize the project objectives and outputs.
15. Should the Final Beneficiary use the financial contribution in contrary to the agreed project description, the Slovak Embassy in Nairobi may decide to stop the project financing. Consequently, the Slovak Agency for International Development Cooperation may terminate this Small Grant Agreement and demand the return of allocated money.
16. The Final Beneficiary is obliged to return the allocated money within 15 days from the date of termination of the Small Grant Agreement by the Slovak Agency for International Development Cooperation. The allocated money should be returned to the account of the Slovak Embassy in Nairobi.
17. If the Final Beneficiary does not return the allocated money within the above time period, the Slovak Agency for International Development Cooperation may charge it with the late payment fees, in the amount of 0.05% out of the amount mentioned under Section 4 hereof, and this also for each day of the delay or part thereof. The penalty is due and payable within 5 days following the delivery of request for its payment to the Slovak Agency for International Development Cooperation.
18. If the Final Beneficiary does not return the allocated money within the time period mentioned under the Section 16 hereof, the parties shall first amicably settle their differences concerning this payment.
19. No offer, gift, payment or benefit of any kind, which may meet the attributes of illegal or corrupt practices, shall be provided to anyone, directly or indirectly, in return for the execution of this Agreement. Any such fact shall lead to the termination of this Agreement or the adoption of other remedial action, as appropriate.
20. This Small Agreement is governed by the Slovak law.

Date:

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Mrs. Katarína Žuffa Leligdonová for the Slovak  
Agency for International Development Cooperation

Ms. Regina Opondo for the  
Kounkuey Design Initiative Inc.

Enclosure:

1. Small Grant Application Form