

79/11/2024-SAMRS

Small Grant Agreement No. SAMRS/2024/SG/05/MD

made in accordance with Section 8 (7) of Act No. 392/2015 Coll. on Development Cooperation and on Amendments and Supplements to Certain Acts (the “**Act on Development Cooperation**”)

(the “**Small Grant Agreement**”)

by and between the parties:

Name:	Slovak Agency for International Development Cooperation
Residing at:	Bratislava, Slovak Republic
Contact address:	Palisády 29, 811 06 Bratislava, Slovak Republic
IBAN:	SK138180000007000275962
Bank Name:	State Treasury
ID No. (ICO):	31819559
Represented by:	H. E. Pavol Ivan for the Slovak Agency for International Development Cooperation under the existing mandate

and

Name:	Mayor's Office of the Town of Tvarditsa
Residing at:	Dimitrov street 4, MD-7422 Tvarditsa
Registered at:	State Register
Registration number:	1007601007538
Telephone:	+373 691 13 987
E-mail:	primaria.tvarditsa1866@gmail.com
Represented by:	Mr. Georgy Popov, Mayor

(the “**Final Beneficiary**”)

(the Slovak Agency for International Development Cooperation and the Final Beneficiary also jointly referred to as the “**Parties**”)

This Small Grant Agreement entered into between the Parties relates to the implementation of the project “**Clean Water, healthy population**” (the “**Project**”) supported by the Small Grant Scheme of the Slovak Official Development Aid (“**ODA**”) under Contract No. **SAMRS/2024/SG/05/MD** (the “**Agreement**”).

1. SUBJECT MATTER OF THE SMALL GRANT AGREEMENT

- 1.1 This Small Grant Agreement provides for the general terms and conditions for development cooperation between the Final Beneficiary and the Slovak Agency for International Development Cooperation on a grant basis and attributable as the Official Development Aid.

- 1.2 The Final Beneficiary as the entity referred to in Section 8 (1) of the Act on Development Cooperation hereby agrees to the implementation of the Project under the terms and conditions as described in the approved Small Grant Application Form, dated 22.04.2024, which is attached as **Annex 1** hereto and which forms an integral part of this Small Grant Agreement (the “**Small Grant Application**”).
- 1.3 The Project, for the implementation of which this Small Grant Agreement is entered into, aims to renovate four old local public wells and thus improve the health of the city's residents by improving access to safe drinking water.

2. TIMEFRAME FOR THE PROJECT IMPLEMENTATION

- 2.1 The Project is to be implemented by the Final Beneficiary within twelve months of the entry of this Small Grant Agreement into effect (the “**Implementation Period**”) under Subsection 6.2 of this Small Grant Agreement.
- 2.2 The Implementation Period may only be extended upon mutual consent of both Parties, in the form of a written and numbered amendment to this Small Grant Agreement, which shall form an integral part of this Small Grant Agreement.
- 2.3 The extension of the Implementation Period shall be limited by the period of the maximum possible use of the financial resources earmarked for development cooperation, allocated for the financial year in accordance with Section 8 (4) of Act No. 523/2004 Coll. on Budgetary Rules of the Public Administration and on Amendments and Supplements to Certain Acts. The extension will be up to a maximum of 24 months after the signature of this Small Grant Agreement.

3. FINANCIAL CONTRIBUTION

- 3.1 The total amount of a financial contribution from the Slovak Agency for International Development Cooperation to the Final Beneficiary shall not exceed **EUR 10 000** (in words: ten thousand EUR) (the “**Financial Contribution**”).
- 3.2 According to the approved Small Grant Application, and with the support in the form of the Financial Contribution, in order to facilitate the Project implementation, the Final Beneficiary shall pay for:
- a. Construction materials
 - b. Construction work and landscaping
 - c. Installation of well rings
 - d. Fencing and its installation
 - e. Cleaning and disinfection of springs
- 3.3 The Financial Contribution from the Slovak Agency for International Development Cooperation shall be available and may only be spent starting from the entry of this Small Grant Agreement into effect under Subsection 6.2 of this Small Grant Agreement.

- 3.4 The Financial Contribution will be fully disbursed to the Final Beneficiary in one advance instalment of 100% to the Final Beneficiary in full according to Subsection 3.1 by the Slovak Embassy in Chisinau, i.e. the embassy or consulate in the country of the Final Beneficiary (the “**Slovak Embassy**”) within **30 days** after the entry of this Small Grant Agreement into effect.
- 3.5 Any value-added tax (“**VAT**”) relating to the Project shall not be covered by the Financial Contribution unless it is proven that the Final Beneficiary must effectively and finally bear the relevant VAT.

4. RIGHTS AND OBLIGATIONS OF THE FINAL BENEFICIARY

- 4.1 The Final Beneficiary must request in writing, through Slovak Embassy, any proposed changes to the approved budget exceeding 10% of the approved amount of the financial contribution (excluding the co-financing). The Slovak Embassy will assess the request and forward it to Slovak Agency for International Development Cooperation. The Final Beneficiary is entitled to effect approved change in the budget only from the date stated on the written approval from Slovak Agency for International Development Cooperation. Any budget changes made before this date will be considered ineligible. No budget changes can result in exceeding the total amount of the approved financial contribution.
- 4.2 The Final Beneficiary is obliged to inform Slovak Agency for International Development Cooperation about changes up to 10% of the approved amount of the Project (without co-financing) and state the reasons for the changes at latest in the Small Grant Completion Report. No budget changes can result in exceeding the total amount of the approved financial contribution.
- 4.3 In case of activity changes during the implementation of the Project that would significantly alter its purpose, these changes will be assessed individually. The Final Beneficiary is obliged to inform the Slovak Embassy in written form and request the change. Slovak Embassy will inform the Final Beneficiary about the approval/refusal of the activity change. If the Final Beneficiary makes the activity change before receiving formal approval from the SAIDC, the expenditures will not be eligible.
- 4.4 The Final Beneficiary shall provide the Slovak Embassy with the Small Grant Completion Report and the Financial Report and the required photo documentation displaying the SlovakAid logo under the terms and conditions of Section 5 of this Small Grant Agreement within 30 working days after the completion of the Project.
- 4.5 The Small Grant Completion Report shall, in particular, give an overview of the implemented measures and their results as well as a detailed numerical breakdown showing the use of the funds as well as the Project-related income and expenses. The Financial Report shall contain the complete accounting documentation, contracts i.e., ordering of services, invoices from service providers and payments made by the Final Beneficiary for the fulfilment of the purpose of the Project with the use of the Financial Contribution at disposal. The expenditure must be in full compliance with the Final Beneficiary's approved Small Grant Application. The templates of the Small Grant Completion Report and of the Financial Report are attached as **Annex 2** hereto. The Small Grant Completion Report and the Financial Report shall be submitted in English language.
- 4.6 The Final Beneficiary shall permit the staff of the Slovak Agency for International Development Cooperation or the Slovak Embassy to monitor and evaluate the Slovak ODA and access the documentation related to the Project implementation and to provide the Slovak Agency for

International Development Cooperation or the Slovak Embassy with assistance in reviewing the Project progress and impact.

- 4.7 The Final Beneficiary shall be further obliged to provide full cooperation with financial control through an controlling authorities institutions in particular the Ministry of Foreign and European Affairs of the Slovak Republic, the Supreme Audit Office of the Slovak Republic, the Ministry of Finance of the Slovak Republic and others for the purpose of verifying compliance with the scope, purpose and conditions agreed in this Small Grant Agreement, compliance with generally binding legal regulations as well as the accuracy of the accounts and material implementation under the relevant generally binding legislation, in particular, but not exclusively under the Act on Development Cooperation.
- 4.8 Should the Final Beneficiary not meet the requirements for the cooperation under this Section of the Small Grant Agreement, the Slovak Agency for International Development Cooperation may claim the Final Beneficiary to pay a penalty of 0.05% of the total amount of the Financial Contribution for each day of delay with fulfilment of its obligation. This shall be without prejudice to the obligation of the Final Beneficiary to fulfil this obligation.
- 4.9 The Final Beneficiary shall be obliged to respect the implementation time schedule under Section 2 of this Small Grant Agreement and budget lines under Section 3 of this Small Grant Agreement. He shall also be responsible for complying with all the terms and conditions of the Call for proposals, including the Final Beneficiary's eligibility, throughout the duration of this Small Grant Agreement.
- 4.10 The Final Beneficiary shall be obliged to inform the Slovak Embassy without undue delay, but no later than 15 days of the occurrence of an obstacle or the identification of an obstacle and no later than 30 days before the date of the completion of the Project, on all circumstances which may cause any significant deviation and/or jeopardize the Project objectives and outputs.
- 4.11 Should the Final Beneficiary use the Financial Contribution in contrary to the agreed Project description under Section 1 of this Small Grant Agreement, consequently the Slovak Agency for International Development Cooperation may terminate this Small Grant Agreement and demand the return of the disbursed funds within 15 days of the termination date of this Small Grant Agreement. This shall be without prejudice to any right to compensation for any loss suffered as a result of such act or omission. The allocated Financial Contribution shall be returned to the account of the Slovak Embassy, under No. **SAMRS/2024/SG/05/MD**, in EUR.
- 4.12 If the Final Beneficiary does not utilize the total amount of the disbursed funds, they are obliged to return the unused portion as determined by the Slovak Agency for International Development Cooperation.
- 4.13 If any part of the Small Grant is used for unauthorized costs or expenses, the Final Beneficiary is obliged to return the portion of the funds corresponding to those unauthorized expenditures, as determined by the Slovak Agency for International Development Cooperation.
- 4.14 In the event of any required return of funds pursuant to Subsections 4.12 or 4.13, the Final Beneficiary must return the specified amount of funds within 30 days from the date of receiving the request from the Slovak Agency for International Development Cooperation. The specified amount of funds shall be returned to the account of the Slovak Embassy under No. **SAMRS/2024/SG/05/MD**, in EUR.

- 4.15 In the event of any requested return of the disbursed funds under Subsections 4.11, 4.12 or 4.13, the Final Recipient is responsible for all related costs associated with the payment transfer.
- 4.16 Should the Final Beneficiary not return the allocated funds in the amount of the total Financial Contribution within the time period under Subsection 4.11, or should the Final Beneficiary not return the specified amount of funds according to Subsection 4.12 or 4.13 within the time period under Subsection 4.12 or 4.13 of this Small Grant Agreement, the Slovak Agency for International Development Cooperation may charge the Final Beneficiary with a default interest in the amount of 0.05% of the total amount of the Financial Contribution for each day of the delay or part thereof. The default interest shall be due and payable within 5 days of delivery of the request for its payment to the Slovak Agency for International Development Cooperation.
- 4.17 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 Small Grant Agreement. Any act of this kind constitutes sufficient ground to terminate this Small Grant Agreement or for taking any other corrective measures foreseen by the applicable law.

5. VISIBILITY OF THE PROJECT

- 5.1 Unless the Slovak Agency for International Development Cooperation 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 shall:
- a. indicate that the action has received funding from the ODA (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 shall 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 subparagraphs and under the conditions specified therein, the Final Beneficiary may use the SlovakAid logo without first obtaining permission from the Slovak Agency for International Development.
- 5.2 If the Final Beneficiary fails to meet the requirement to use the SlovakAid logo under Subsection 5.1 of this Small Grant Agreement, the Slovak Agency for International Development Cooperation may claim the Final Beneficiary to pay a penalty of 0.8% of the total amount of the Financial Contribution. This shall be without prejudice to the obligation of the Final Beneficiary to fulfil this obligation.

6. FINAL PROVISIONS

- 6.1 This Small Grant Agreement is entered into under Section 5a (1) of Act No. 211/2000 Coll. on Freedom of Access to Information and on Amendments and Supplements to Certain Acts, as amended (the "**Freedom of Information Act**").

- 6.2 This Small Grant Agreement shall enter into force as of the day of its signing by both Parties hereto and enter into effect as of the day following the day of its publication in the Central Register of Agreement administered by the Government Office of the Slovak Republic.
- 6.3 The Parties to this Small Grant Agreement hereby declare that their will as expressed in this Small Grant Agreement is free and serious, that they have read and understood the text of the Small Grant Agreement and that they have not entered into the Small Grant Agreement under duress or on manifestly unfavourable terms and their freedom of contract is not otherwise restricted. The Parties express their intention to be bound by this Small Grant Agreement by attaching their signatures below.
- 6.4 With due respect for the protection of privacy and personal data the Parties declare that the Small Grant Agreement does not contain any proprietary information which cannot be disclosed in accordance with the relevant provisions of the Freedom of Information Act and, accordingly, they agree to its disclosure.
- 6.5 This Small Grant Agreement may only be amended in the form of a written and numbered amendment of subsequent date hereto and executed by duly authorised representatives of the Parties hereto. The amendment shall form an integral part of this Small Grant Agreement.
- 6.6 This Small Grant Agreement is executed in two (2) counterparts, of which one (1) for the Slovak Agency for International Development, and one (1) for the Final Beneficiary.
- 6.7 This Small Grant Agreement shall be governed by Slovak law.
- 6.8 Should the Final Beneficiary not meet any obligation under this Small Grant Agreement withing a reasonable period of time, the Parties shall first settle any disputes concerning the penalty payment amicably. In the event of failure to reach an agreement, either Party shall refer the dispute to the competent Slovak court.

Date:

**Slovak Agency for International
Development Cooperation**

Name: H. E. Pavol Ivan

**Mayor's Office of the
Town of Tvarditsa**

Name: Mr. Georgy Popov

Annexes:

1. Small Grant Application
2. Templates of the Small Grant Completion Report and of the Financial Report