



SLOVAK AGENCY
FOR INTERNATIONAL
DEVELOPMENT COOPERATION

**AGREEMENT
ON THE PROVISION OF A FINANCIAL CONTRIBUTION No.
SAMRS/2020/FP/02/GE**

*Concluded pursuant to the Slovak Act No. 392/2015 Coll. (of 18 November 2015) on Development Cooperation
and on amendment of certain acts*

Parties hereto

Provider:

Slovak Agency for International Development Cooperation (SAIDC) (in Slovak language Slovenská agentúra pre medzinárodnú rozvojovú spoluprácu)

Pražská 7, 811 04 Bratislava, Slovakia

Registration No.: 31819559

Represented by: Mgr. Pavel Vízdal, Ambassador of the Slovak Republic in Tbilisi

Banking data: Štátna pokladnica, SK13 8180 0000 0070 0027 5962
(hereinafter referred to as the "SAIDC")

Recipient:

Člověk v tísni, o.p.s.

Address: Šafaříkova 635/24, 120 00 Praha 2 - Vinohrady

Represented by: Dion Battersby - Country Director, Georgia

Banking Data:

Name of the bank: Československá obchodní banka, a. s.

Address of the bank: Radlická 333/150, 150 57 Praha 5

IBAN: CZ90 0300 0000 0005 7678 9083

SWIFT: CEKOCZPP

(hereinafter referred to as the "Recipient")

I

Subject of the Agreement

1. The subject of this Agreement is the financial contribution provided by the SAIDC as the budgetary organization of the Ministry of Foreign and European Affairs of the Slovak Republic to the Recipient, being **Člověk v tísni, o.p.s.** in the amount of **100 000 EUR** (one hundred thousand). This financial contribution is to be provided upon the approval of the Minister of Foreign and European Affairs of the Slovak Republic, from **24th July, 2020**.
2. Core contribution shall be used for the activities related to the project *Sustainable development of the area of Aragvi protected landscape and the local communities*.
3. The contribution will be administered by the Recipient and will be used by the Recipient for the provision of goods and services as specified in this Agreement. Recipient will make every effort to ensure effective use of the contribution provided by this Agreement.



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II Rights and Duties

1. This financial contribution covers and can be used solely for the provision of eligible goods and services related to the purchase of the septic tanks (at least 92 % of the contribution) and the logistic services plus the management costs including the visibility.
2. The financial contribution from the SAIDC to the Recipient will be sent no later than 10 working days after the signing of this Agreement and the approval of the financial contribution by the Ministry of Foreign and European Affairs of the Slovak Republic, whichever happens later.
3. The Recipient is obliged to use the official SlovakAid logo on all documents and correspondence related to this Agreement and supported activities.
4. The Recipient is obliged to inform the SAIDC about all circumstances which may cause a significant deviation and/or jeopardize the objectives of this Agreement.
5. The Recipient is obliged to inform the SAIDC in writing about the use of the financial contribution and send a sample photo documentation or other suitable proofs of the use of the contribution as specified in this Agreement by the **31th December 2020**, upon request of SAIDC it will provide additional documentation and proofs.
6. The Recipient has the obligation to allow SAIDC, third parties authorized by SAIDC and controlling authorities of the Slovak republic or authorized authorities of other states to control the purpose and conditions of use, reporting and booking of the contribution as specified in this Agreement or applicable laws and regulations, particularly under the Slovak Act no. 357/2015 Coll. on financial control and audit as amended. This obligation remains valid also after the agreed period of this Agreement.
7. Should the Recipient use the financial contribution in contrary to the description specified in this Agreement or fail to prove its proper use, the SAIDC may decide to terminate the Agreement and demand the full or partial refund of the allocated financial contribution.
8. The Recipient is obliged to refund the allocated financial contribution or a part of it within 15 working days from the date of the effective delivery of the demand of the SAIDC in written form. The allocated financial contribution or a part of it should be refunded to the account of the SAIDC.
9. If the Recipient does not refund the allocated financial contribution or a part of it within the above stated time period, the SAIDC may charge it with the late payment fee, in the amount of 0.05% of the full amount of contribution mentioned under Section I of this Agreement for each day of the delay or part thereof. The penalty is due and payable within 5 working days following the effective delivery of the request for its payment to the Recipient, to the account of the SAIDC.

III Final Arrangements

1. This Agreement shall become valid as of the day of its signing by both parties hereto, and effective as of the day following the day of its publication in the Central Register of Agreements administered by the Government Office of the Slovak Republic.



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2. ~~This Agreement~~ shall be executed in two counterparts each of such shall be deemed an original but all of them together shall constitute one and the same instrument.
3. The parties hereto declare to having read the content of this Agreement, and confirm their consent with the content hereof by signing the Agreement in person.
4. This Agreement is governed by the Slovak law.

Date: 07.08.2020

Date: 07.08.2020

Mgr. Pavel Vízdal
Ambassador
On behalf of the Slovak Agency
for International Development
Cooperation

Dion Battersby
Country director, Georgia
Člověk v tísni, o.p.s.