

## COOPERATION AGREEMENT

### ON THE PROVISION OF A FINANCIAL CONTRIBUTION No. SAMRS/2020/02/AL

*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: Lucia Kišš, Director

Banking data: Štátna pokladnica, SK13 8180 0000 0070 0027 5962

*(hereinafter referred to as the "SAIDC")*

##### Recipient:

**Council of Ministers of the Republic of Albania**

Represented by: Minister of State for Reconstruction (on behalf of the Council of Ministers)

hereinafter referred to as the "**Parties**",

Have agreed on the following matters:

#### ARTICLE 1

##### Purpose 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 **final end Recipients of activities**, municipality units of the Recipient, being the: **Municipality of Lezhë**, in the amount of 67 000 EUR (sixty-seven thousand EUR) and **Municipality of Tirana** in the amount of 183 000 EUR (one hundred and eighty-three thousand EUR), for the activities described in sec. 2 of this Article for the project "Reconstruction of damaged schools and rehabilitation from November's 2019 earthquake" (hereinafter referred to as the "**Project**"). This financial contribution is to be provided upon the approval of the Minister of Foreign and European Affairs of the Slovak Republic, from **May 4<sup>th</sup>, 2020**.
2. The financial contribution shall be used for the activities related to:
  - a. Reconstruction of elementary school in Peze-Helmes in Tirana in the amount of 165 000 EURO.
  - b. Reconstruction of elementary school in Kallmet, Lezhë in the amount of 46 000 EUR.
  - c. Reconstruction of elementary school in Manat, Lezhë in the amount of 21 000 EUR.

- d. Financial Contribution to the Special Fund of the Municipality of Tirana for purposes of reconstruction after earthquake damages in the amount of 18 000 EUR;
3. The financial contribution will be **administered by the final end Recipients** and will be used by the final end Recipients for the provision of goods and services for the Project as specified in this Agreement. Final end Recipients will make every effort to ensure effective use of the contribution provided by this Agreement. Within the framework of this Cooperation Agreement the Municipality of Tirana and Lezhë shall act as **Implementing Units** for the Recipient. The Project will be implemented until 31 December 2021.

## **ARTICLE 2**

### **Legal Framework and Scope of Project**

1. This Cooperation Agreement and the provision of the financial contribution is based on Slovak Act No. 392/2015 Coll. (of 18 November 2015) on Development Cooperation and on amendment of certain acts and other respective Slovak laws.
2. The implementation of the Project and the use of the financial contribution by the final end recipients is also governed by the Law No. 97/2019, concerning the adoption of the normative Act No. 9 dated 16.12.2019 of the Council of Ministers of the Republic of Albania, “Act on Damage Relief from Natural Disasters and the Decision No. 30 dated 19.06.2020 of the State Commission of Reconstruction.
3. Within the scope of the Project, a total of 3 (three) educational facilities will be reconstructed in the areas affected by the earthquake of November 26<sup>th</sup> 2019, in Albania.

## **ARTICLE 3**

### **Liabilities of the Parties**

1. This financial contribution covers and can be used solely for the provision of eligible goods and services related to the “**Project**”
2. The financial contribution **from the SAIDC to the final end Recipients** (outlined in Article 1) was sent after the approval of the financial contribution by the Ministry of Foreign and European Affairs of the Slovak Republic, the contribution can be used by the final end recipients after signing of this Agreement.
3. The Recipient will arrange that the final end recipients will be obliged to use the official SlovakAid logo on all documents and correspondence related to this Agreement and supported activities.
4. The Recipient will arrange that the final end recipients will be obliged to inform the SAIDC about all circumstances which may cause a significant deviation and/or jeopardize the objectives of this Agreement and performance of the Project.

5. The Recipient will arrange that the final end recipients will be 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 31<sup>st</sup> December 2020, upon request of SAIDC they will provide additional documentation and proofs.
6. The Recipient will arrange that the final end recipients will 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 final end recipients 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 from the Recipient.
8. The Recipient will arrange that the final end recipients will 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 to them in written form. The allocated financial contribution or a part of it should be refunded to the account of the SAIDC.
9. If the final end recipients do not refund the allocated financial contribution or a part of it within the above stated time period, the SAIDC may charge the Recipient 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.

#### **ARTICLE 4**

#### **Validity of the Cooperation Agreement**

1. This Cooperation Agreement shall enter into force on the date of the receipt of the last written notification, by which the Parties notify each other through diplomatic channels of the completion of their national legal procedures required for its entry into force. The parties confirm that due to the urgent need to provide humanitarian aid after the November's 2019 earthquake, the funds of the financial contribution have already been provided to the Recipient by SAIDC before concluding this written Cooperation agreement, based on an oral agreement on the provision of financial contribution with the same contents and based on Slovakia's commitments on the International donors' conference Together for Albania.
2. The termination of this Cooperation Agreement shall not affect the activities and projects already in progress or executed.

3. This Cooperation Agreement may be amended any time, upon mutual written consent of Parties. Amendments thereupon shall enter into force as per the procedure prescribed in paragraph 1 of Article 4.
4. Additional Protocols relevant to this Cooperation Agreement shall compose the integral part of this Cooperation Agreement. These Additional Protocols shall enter into force in accordance with the same procedure prescribed in paragraph 1 of Article 4.
5. This Agreement shall be executed in two counterparts in English language, each of such shall be deemed an original but all of them together shall constitute one and the same instrument.
6. 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.

Date:

Date:

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*Peter Spišiak, Ambassador of the  
Slovak Republic in the Republic of  
Albania  
on behalf of  
Lucia Kišš  
Director, Slovak Agency for  
International Development  
Cooperation*

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*Arben Ahmetaj  
Minister of State for  
Reconstruction, on behalf of  
Council Of Ministers Of the  
Republic Of Albania*