

**ADDENDUM No. 1 TO GRANT AGREEMENT
on implementation of the project EUTF05-HoA-KE-18/04: “Enhancement of
Livelihoods in the Kenyan Coastal Region by Supporting Organic and Fair
Trade Certification of Smallholders”**

between

Slovak Agency for International Development Cooperation (SAIDC)

represented by (legal representative) Lucia Kišš
address: Pražská 7, 811 04 Bratislava, Slovak Republic

hereinafter referred to as “**Agency**”;

of the one part,

and

Ten Senses Africa Ltd.

represented by (legal representative): Frank Omondi
Registration number/VAT number P051234515Z
Athi Business Park, Bamburi Rd., Athi River, Kenya
PO Box 54498 – 00200 Nairobi, Kenya

hereinafter referred to as “**Beneficiary**”

of the other part,

have agreed as follows:

The below mentioned provisions of the Grant Agreement “Enhancement of Livelihoods in the Kenyan Coastal Region by Supporting Organic and Fair Trade Certification of Smallholders” EUTF05-HoA-KE-18/04 concluded between the Agency and the Beneficiary on 4th December 2017 are hereby replaced/supplemented as follows:

3. Payment of funds and modalities

- 3.1. The Agency shall transfer the grant in total of **1 109 715 euros** to the Beneficiary’s account for eligible activities listed in the Article 2 that fully comply with the Annex I par. 2.1.3. introducing Indicative action plan for implementing the action and the Annex III, in accordance with the Grant Agreement and project performance. The grant received by the Beneficiary has to be strictly and solely dedicated to the project funding in accordance with the guidelines and regulations of the Grant Agreement. The funds to be paid to the Beneficiary shall be paid into the following institutional bank account:

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|--|--|
| Name and Address of the Account Holder: | Ten Senses Africa Ltd. Athi Business Park, P.O Box 54498-00200, Nairobi, Kenya |
| Name of Bank: | Commercial Bank of Africa |
| Address of Bank: | Mara and Ragati Roads, Upperhill, Nairobi, Kenya Tel: +254 20 2884000 |
| IBAN - International Bank or Account Number: | 7380960034 (Euro Account) |
| Bank or Swift Code: | CBAFKENX |

- 3.1.1. First instalment of pre-financing: The Agency shall transfer the amount of **422 276 euros** of the Beneficiary’s total direct costs budget, after the signing of the present Grant Agreement, provided that bank details are correctly provided by the Beneficiary.
- 3.1.2. Second instalment of pre-financing in the amount of **277 838,45 euros**: The Agency shall transfer of Beneficiary’s direct costs budget, provided that the Beneficiary provides eligible and full supporting documentation on project expenditure of the first instalment.
- 3.1.3. Third instalment of pre-financing in the amount of **280 000 euros**: The Agency shall transfer of Beneficiary’s direct costs budget, provided that the Beneficiary provides eligible and full supporting documentation on project expenditure of the first instalment.

- 3.1.4. Balance (refund) payment in the amount of **129 600,55 euros**: All outstanding payments to cover actual eligible expenditures that have not been received in previous instalments, shall be paid to the Beneficiary within 30 days after the Beneficiary has provided to the Agency the requested eligible supporting documentation and submitted the financial table to the Agency within the foreseen deadline. In case that actual eligible expenditure is lower than previously received instalments and parts of the funds have not been consumed until the end of the project, these funds are to be reimbursed to the Agency at the end of the project. The Agency shall transfer the final refund payment to the Beneficiary in a maximum of three instalments upon submission of a financial report on incurred expenses.
- 3.1.5. The Beneficiary is entitled to the first instalment of the refund payment upon drawing 30% of its total amount. The Beneficiary is entitled to the second instalment of the refund payment upon drawing following 30% of its total amount. The Agency will transfer the third instalment of the refund payment when remaining 40% of its total amount are drawn by the Beneficiary.
- 3.1.6. Only expenditure in accordance with the project, for which supporting documents have been provided, shall be financed.

Competent and applicable law

The Addendum no. 1 to the Grant Agreement is governed by the Slovak law, being the law of the country of the Agency (Coordinator) and all legal relationships which arise from this Grant Agreement shall be governed by the applicable provisions of the Act No.40/1964 Coll. Civil code as amended in the Act and related legal regulations. This Addendum no. 1 to the Grant Agreement is concluded in English. In case of a translation of this Addendum to another language than English, the English version shall prevail.

The parties will make an effort to settle any disputes arising from the Addendum no. 1 to the Grant Agreement out of the court. In case an agreement cannot be made in due time, the parties herewith agree that disputes arising from the Addendum no. 1 to the Grant Agreement shall fall within the jurisdiction of the Slovak courts to resolve the dispute under the Slovak law and Slovak courts thus shall be the venue for all resolving any legal dispute.

Other provisions

All other terms and conditions of the Grant Agreement remain unchanged. This Addendum no.1 to the Grant Agreement shall enter into force on the later date of signature by the parties.

Done in English in two originals, one original being for the Agency and one original being for the Beneficiary.

Signatures

We, the undersigned, declare that we have read and accepted the terms and conditions of this Addendum to the Grant Agreement as described here before, including the annexes thereto.

For the Agency

Name: Lucia Kišš

Title: Director SAIDC

Signature:

Date: 11.12.2019

For the Beneficiary

Name: Allan Bussard

Title: Chairman

Signature:

Date: 11.12.2019