

AGREEMENT

ON THE PROVISION OF A FINANCIAL CONTRIBUTION No. SAMRS/2019/1

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 the 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:

DCAF – Geneva Centre for Security Sector Governance

Address: Chemin Eugène-Rigot 2E, CH-1202, Geneva, Switzerland, Tel: +41 22 730 94 00,

Represented by: Amb. Thomas Guerber, Director

Banking Data:

Name of the bank: Crédit Suisse, Geneve 70

Address of the bank: 1211 Geneve, Switzerland

IBAN: CH42 0483 5087 6841 2200 0

SWIFT: CRESCHZZ80A

(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 a Swiss intergovernmental foundation, in the amount of 25 000 EUR (twenty-five thousand EUR) to be used by DCAF's International Security Sector Advisory Team (ISSAT). This financial contribution is to be provided upon the approval of the Minister of Foreign and European Affairs of the Slovak Republic, dated 19 August 2019.
2. The support by ISSAT will be provided to the on-going efforts of Slovakia in strengthening and enhancing effective coordination and coherence of the relevant activities of the international community in the area of Security and Justice Governance and Reform (hereinafter "SJGR"), in particular in the context of Slovakia's co-chairmanship of the United Nations Group of Friends of Security Sector Reform (SSR), in promoting SJGR synergies with UN peacekeeping, peacebuilding and sustaining peace agendas and effective cooperation frameworks between the UN and other international organizations, in line with the 2030 Agenda for Sustainable Development (SDG 16) and

the Medium-Term Strategy of Development Cooperation of the Slovak Republic for 2019- 2023 (Sectoral Priority 3: good governance and support to civil society).

3. The recipient will provide general policy advice and substantive inputs concerning Slovakia's SJGR priorities as outlined in paragraph 2, including training activities and provision of expert support in line with ISSAT's Programme of Work and Strategy. Further details and specific modalities will be agreed through consultations among both parties.
4. 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. The recipient will make every effort to ensure effective use of the contribution and timely and full implementation of the activities covered by this Agreement.

II Rights and Duties

1. This financial contribution covers and can be used solely for the provision of eligible goods and services during the period from 01 January 2019 to 31 December 2019.
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 30 December 2019, 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 the 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.
2. This Agreement shall be executed in four 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:

Date:

Lucia Kišš
Director, Slovak Agency for
International Development
Cooperation

Amb. Thomas Guerber
Director, DCAF – Geneva Centre
for Security Sector Governance