

**AGREEMENT**  
**ON THE PROVISION OF A FINANCIAL CONTRIBUTION No. SAMRS/2020/FP/XX**  
*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:**

**European Endowment for Democracy (EED)**

Address: Rue de la Loi 34, 1040 Brussels, Belgium

Represented by: Jerzy Pomianowski, Executive Director

**Banking Data:**

Name of account: Fonds Européen pour la Démocratie

Name of the bank: FINTRO (BNPPF)

Address of the bank: Place de Saint-Job 38 – 1180 UCCLE, Belgium

IBAN: BE27 1430 8468 7973

SWIFT: GEBABEBB

*(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 grant-making organization, established by European Union and EU members states, in the amount of 50 000 EUR (fifty thousand euro). This financial contribution is to be provided upon the approval of the Minister of Foreign and European Affairs of the Slovak Republic, from the 17<sup>th</sup> of February 2020.
2. The Recipient shall use the financial contribution provided by SAIDC for the activities in the Western Balkans and Eastern Partnership countries as defined by the “Memorandum of Understanding” between the Ministry of Foreign and European Affairs of the Slovak Republic and the Recipient, from the 17<sup>th</sup> of February 2020.
3. The contributions will be administered by the Recipient and will be used for the provision grants to democracy activists, civil society and independent media (in line with EED

mandate). 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.

4. As detailed in the “Memorandum of Understanding”, in line with the Declaration on the Establishment of a EED of 20 December 2011 (18764/11) in response to the Conclusions of the Council (Foreign Affairs) of 20 June and 1 December 2011; the Endowment operates as an autonomous International Trust Fund, it is not engaged in business operations and has the legal personality under the law of one of the Member States (Belgium).

## II Rights and Duties

1. This financial contribution covers and can be used for grants to democracy activists, civil society and independent media (in line with EED mandate) and spent by the eligible grantees during the period from the 1<sup>st</sup> of January 2020 to the 31<sup>st</sup> of December 2022.
2. The financial contribution from the SAIDC to the Recipient will be sent no later than 10 working days after the signing and the effective date 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. In line with EED visibility practice, the flag of the Slovak Republic will appear in EED publications alongside the flags of other contributing countries to EED. The EED beneficiaries of grants covered by this contribution, on the other hand, will follow EED visibility guidelines, which allow them to choose the most appropriate and safe option in relation to the country and initiative context.
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 copies of the relevant narrative and financial report(s) submitted by the grantee regarding the use of the contribution as specified in this Agreement. An update shall be provided on an annual basis until the full contribution is disbursed to EED grantees and spent by them (at the latest by the 31<sup>st</sup> of December 2022).
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 for up to three years after the contribution period under article II sec. 1 of this Agreement (i.e. until December 2025).
7. Should the Recipient use the financial contribution in contrary to the description specified in this Agreement or Memorandum of Understanding or fail to prove its proper use by the grantees within the contribution period under article II sec. 1 of this Agreement, the SAIDC may decide to terminate the Agreement and demand the full or partial refund of the allocated financial contribution. Recipient shall return to SAIDC until 31<sup>st</sup> of December 2022 the part of the contribution not used for grants or not spent by the grantees within the contribution period.
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, two for each party, 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:

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Lucia Kišš  
Director, Slovak Agency for  
International Development  
Cooperation

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Jerzy Pomianowski,  
Executive Director  
European Endowment for  
Democracy (EED)