



215/11/2023-SAMRS

## AGREEMENT

### ON THE PROVISION OF A FINANCIAL CONTRIBUTION No. SAMRS/2023/SP/1/21

*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: MSc. Tomáš Bokor, Director of the Slovak Agency for International Development Cooperation

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

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

##### Recipient: Diocesan Caritas of Rabat

Address: B.P. 258 RP 10001, Rabat, Morocco

Registration No.: 002235425000029

Represented by: Oscar Arturo

##### Banking Data:

Name of the bank: Agency AL BOUSTANE

Address of the bank: 13, AV, ALLAL BEN ABDELLAH RABAT, MAROC

Name of the bank account: CARITAS MAROC

IBAN: MA64181810212809750294000927

SWIFT: BCPOMAMC

*(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 **Diocesan Caritas of Rabat** and existing under **Morocco law**, not established for the business purposes, in the maximum amount of **40 000 € (forty thousand euros)**. This financial contribution is to be provided upon the approval of the Minister of Foreign and European Affairs of the Slovak Republic, from **16<sup>th</sup> of October 2023**.



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2. The financial contribution shall be used for the activities related to the project: *Help to the people of Morocco affected by the earthquake.*
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. The Recipient will make every effort to ensure effective use of the contribution provided 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 related to the implementation of **project to provide material humanitarian aid to the affected populations in need (purchase and distribution of tents, heaters, generators, solar panels and warm clothes)**, during the period from **31<sup>st</sup> of October 2023** to **30<sup>th</sup> of September 2024**.
2. The financial contribution from the SAIDC to the Recipient will be sent after the approval of the financial contribution by the Ministry of Foreign and European Affairs of the Slovak Republic and no later than 10 working days after the signing of this Agreement.
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 without delay about all circumstances which may cause a significant deviation and/or jeopardize the objectives of this Agreement or due implementation of the Project.
5. The Recipient is obliged to provide a Completion report describing the implementation of the project, including photo documentation to the SAIDC by the **31<sup>st</sup> of October 2024**. The Recipient is obliged to provide additional documentation and proofs upon request of the SAIDC or the Ministry of Foreign and European Affairs of the Slovak Republic.
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.



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7. Should the Recipient use the financial contribution contrary to the description and purpose specified in this Agreement and/or Project document or fails to prove its proper use or fails to submit the required report, 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 specified part of it within 15 working days from the date of the delivery of the demand of the SAIDC in written form. The allocated financial contribution or its specified part should be refunded to the account of the SAIDC.
9. If the Recipient does not refund the allocated financial contribution or its specified part within the above stated time period, the SAIDC may charge 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. The penalty is due and payable within 5 working days following the delivery of the request for its payment to the Recipient, to the account of the SAIDC.
10. The Recipient also notifies the Provider that the administrative tasks related to the fulfilment of the obligations under this contract (preparation of the final report, interim reporting of the project results etc.) will be carried out in cooperation with the Slovak Catholic Charity, ID No.: 00179132, which has mediated this cooperation.

### 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. Any documents sent to the address of the party stated in this Agreement (unless other delivery address was duly notified) is deemed delivered, even if it is returned as undelivered to the sender. In that case the third business days after sending the document shall be regarded as the date of delivery to the recipient.
3. 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.
4. The Recipient confirms that it is a legal entity duly organized and existing under the **Morocco law** and that it has received all necessary internal authorizations and approvals for entering into this Agreement and fulfilling its conditions.
5. 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.



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6. No offer, gift, payment or benefit of any kind, which may meet the attributes of illegal or corrupt practices, shall be provided to anyone, directly or indirectly, in return for the execution of this Agreement. Any such fact shall lead to the termination of this Agreement or the adoption of other remedial action, as appropriate.
7. This Agreement is governed by the Slovak law.

\* \* \*

Date:

Date:

Tomáš Bokor  
Director  
On behalf of the Slovak Agency for  
International Development Cooperation

Fr. Oscar Arturo García, mafr  
Head of Diocesan Caritas of Rabat