



230/12/2023-SAMRS

AGREEMENT
ON THE PROVISION OF A FINANCIAL CONTRIBUTION No. SAMRS/2023/SP/1/23
*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: Embassy of Ukraine in the Slovak Republic

Address: Radvanska, 4175/35 811 01 Bratislava 1

Registration No.: 30808090

Represented by: Mr. Myroslav Kastran, Ambassador of Ukraine to the Slovak Republic

Banking Data:

Name of the bank: CSOB, a.s.

Address of the bank: Nam.SNP 29, 811 01 Bratislava

Name of the bank account:

IBAN: SK43 7500 0000 0040 3018 4566

SWIFT: CEKOSKBX

(hereinafter referred to as the "Recipient")

Article 1

Subject of the Agreement

1. The subject of this Agreement is the financial contribution provided by the SAIDC to the Recipient, being the Embassy of Ukraine in the Slovak Republic and existing under Vienna Convention on Diplomatic Relations 1961, not established for the business purposes, in the maximum amount of **750 000 € (seven hundred fifty thousand euros)** (hereinafter referred to as the "financial contribution").



230/12/2023-SAMRS

2. The financial contribution shall be used for the activities related to the **equipping the State Emergency Service of Ukraine with two Bozena 4+ demining systems and accessories for the sole purpose of humanitarian demining in Ukraine.**
3. The financial contribution will be administered by the Recipient and will be used by the Recipient for the purpose specified in the Article 1 (2). The Recipient will make every effort to ensure effective use of the financial contribution provided by this Agreement and will consult and duly inform the SAIDC about all the activities in all their phases, including the preparation phase.

Article 2

Rights and Duties

1. This financial contribution covers and can be used solely for the propose of the Agreement in accordance with the Article 1 (2) of the Agreement, during the period from **06th of December 2023** to **31st of December 2024**.
2. The financial contribution from the SAIDC to the Recipient will be sent no later than 10 working days from the date of entry into force of the Agreement.
3. The Recipient is obliged to use the official SlovakAid logo on all documents and correspondence related to this Agreement and supported activities and provide information to the SAIDC about all the media outputs and social media outputs.
4. The Recipient is obliged to provide a Completion report describing the implementation of the project, including handover protocol to the State Emergency Service of Ukraine and photo documentation to the SAIDC by the **31st of January 2025**. The Recipient is obliged to provide additional documentation and proofs upon request by SAIDC or the Ministry of Foreign and European Affairs of the Slovak Republic within the period specified in the request.
5. The Recipient has the obligation to allow SAIDC, third parties authorized by SAIDC and controlling authorities of the Slovak republic to control the purpose and conditions of use, reporting and booking of the financial 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. The recipient is obliged to include these provisions in the consequent subcontracts signed for the purposes of fulfilling the obligations of this Agreement.
6. Should the Recipient use the financial contribution contrary to the purpose specified in this Agreement or fails to prove its proper use or fails to submit the required report or fails to fulfil its other contractual obligation even within an additional period specified by SAIDC,



230/12/2023-SAMRS

the SAIDC may decide to terminate the Agreement and demand the full or partial refund of the allocated financial contribution.

7. 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.
8. 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.

Article 3 **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 may be amended or modified only by a written amendments signed by both Parties. This applies also to changes in the purpose of the financial contribution mentioned in Article 1 (2) of the Agreement.
4. 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.
5. The Recipient confirms that it is a legal entity duly organized and existing under the **Ukrainian law** and that it has received all necessary internal authorizations and approvals for entering into this Agreement and fulfilling its conditions.
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.



230/12/2023-SAMRS

7. 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.
8. This Agreement is governed by the Slovak law. In the event of any dispute relating to this Agreement or the relationship arising from it, the Parties agree to resolve disputes amicably in the first instance. The Parties agree that the general courts of the Slovak Republic shall have jurisdiction to settle any disputes relating to the Agreement.

* * *

Date:

Date:

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

Myroslav Kastran
Ambassador of Ukraine to the Slovak
Republic