

Č: 83/08/2015 - SAMRS

**Small Grant Agreement
No. SAMRS/SG/2015/05KE**

Between the parties

Name:	Slovak Agency for International Development Cooperation
Resident at:	Bratislava, Slovak Republic
Founded by:	Slovak Ministry of Foreign and European Affairs Act No. 617/2007/5. Dec.2007
Contact address:	Grösslingova 35, 811 09 Bratislava, Slovak Republic
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Represented by:	Mrs. Zuzana Letkova, Director

And

Name:	Network for Ecofarming in Africa (NECOFA)
Resident at:	Molo – Post Office Road, P.O.Box 819, 20106 MOLO, Nema Plaza 1 st floor
Registered at:	Non-Governmental Organizations Board O.P 218/051/2003/017/2650
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Represented by:	Mr. Samuel Karanja Muhunyu, County Coordinator

(hereinafter referred to as the “Final Beneficiary”).

This Small Grant Agreement between the parties relates to the implementation of the Project **“Roof water harvesting structures and irrigation schemes for seven youth polytechnics in Nakuru Country”** supported by the small grant from the Slovak ODA under the Contract No. **SAMRS/SG/2015/05KE**

1. The Final Beneficiary agrees to implement the project as described in the Small Grant Application Form.
2. The project aims to improve food production and income of seven youth polytechnics in Nakuru Country, by fostering their resilience to drought and enhancing the sustainability of cultivation and productivity of the school gardens.
3. The project is to be implemented by the Final Beneficiary within six months from the signing this Small Grant Agreement.
4. The total amount of the financial contribution from the Slovak Agency for International Development Cooperation to the Final Beneficiary will not exceed **EUR 4 700** (in words

four thousand seven hundred euro). The Final Beneficiary will contribute with cost-share resources in the amount of EUR 280 (site preparation costs).

5. According to the Small Grant Application Form which is integral part of this Small Grant Agreement and with this support, the Final Beneficiary will purchase 20 sets of guttering systems, 5 pieces of water tanks, 5 sets of drip irrigation systems including transport of equipment from suppliers to 7 schools and including the installation works.
6. The financial contribution from the Slovak Agency for International Development Cooperation will be available and can be spent only after signing this Small Grant Agreement.
7. The financial contribution of **EUR 4 700** will be disbursed in **two installments**.
8. The installment in the amount of **70%** from the total grant, i.e. **EUR 3 290** (in words three thousand two hundred ninety euro) will be paid to the Final Beneficiary by the Slovak Embassy in Nairobi after signing this Small Grant Agreement.
9. The Final Beneficiary shall provide the Slovak Embassy in Nairobi with the Project Completion Report including the Financial Report within **45 days** after the completion of the project. Both documents shall be submitted in English language. The Financial Report shall contain the complete accounting documentation, i.e. order of services, invoices from service providers and payments made by the Final Beneficiary. The sample forms of the Completion Report and the Financial Report are attached to this Small Grant Agreement.
10. The remaining **30%** from the total grant, i.e. **EUR 1 410** (in words one thousand four hundred ten euro) will be paid to the Final Beneficiary by the Slovak Embassy in Nairobi within **60 days** after the Slovak Agency for International Development Cooperation endorses the Final Completion Report and the Financial Report.
11. The Final Beneficiary will permit the monitors and evaluators of the Slovak ODA to access the documentation related to the project implementation and to provide them with assistance in reviewing the project progress and impact.
12. The Final Beneficiary is obliged to use the Slovak Aid logo on all information outputs relating to the implementation of the project.
13. The Final Beneficiary is obliged to respect the implementation time schedule and budget lines and to inform the Slovak Agency for International Development Cooperation on all circumstances which can cause any significant deviation and/or jeopardize the project objectives and outputs.
14. Should the Final Beneficiary use the financial contribution in contrary to the agreed project description, the Slovak Embassy in Nairobi may decide to stop the project financing. Consequently, the Slovak Agency for International Development Cooperation may terminate this Small Grant Agreement and demand the return of allocated money.
15. The Final Beneficiary is obliged to return the allocated money within 15 days from the date of termination of the Small Grant Agreement by the Slovak Agency for International Development Cooperation. The allocated money should be returned to the account of the Slovak Embassy in Nairobi

16. If the Final Beneficiary does not return the allocated money within the above time period, the Slovak Agency for International Development Cooperation may charge it with the late payment fees.
17. If the Final Beneficiary does not return the allocated money within the above time period, the Slovak Agency for International Development Cooperation may charge it with the late payment fees, in the amount of .05% out of the amount mentioned under Section 4 hereof, and this also for each day of the delay or part thereof. The penalty is due and payable within 5 days following the delivery of request for its payment to the Slovak Agency for International Development Cooperation.
18. If the Final Beneficiary does not return the allocated money within the time period mentioned under Section 14 hereof, the parties shall first amicably settle their differences concerning this payment.
19. In respect of Convention on the Recognition and Enforcement of Foreign Arbitral Awards from 6 November 1959, the parties hereby agree that any dispute from legal relations between the parties arising here from, including any related legal relations, especially claim for surrender of unjust enrichment, dispute on validity, interpretation or abortion of this Small Grant Agreement, shall be submitted for resolution exclusively to the Court of Arbitration of the Slovak Chamber of Commerce and Industry in Bratislava (hereinafter referred to as the "Arbitration Court"). The parties undertake to accept the resolution of the Arbitration Court and the resolution shall be deemed as final and binding. All disputes arising out of or in connection with this Small Grant Agreement shall be determined by the appointment of a sole arbitrator to be agreed between the parties.

Date:

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Slovak Agency for International
Development Cooperation

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Network for Ecofarming in Africa
(NECOFA)

Enclosure:

1. Small Grant Completion Report Form
2. Small Grant Financial Report Form
3. Small Grant Application Form