Č: 95/09/2015 - SAMRS

Small Grant Agreement No. SAMRS/SG/2015/01MN

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

IBAN:

Bank Name:

ID No. (ICO): 31819559

Telephone: +421-2-6820-5011 Fax: +421-2-6820-5012

Represented by: Mrs. Zuzana Letkova, Director

And

Name: Togos Khairkhan cooperation

Resident at: I bag, Tarvagatai, Khushaat Soum, Selenge aimag,

Mongolia

Registered at: Central Registration Depository

Telephone: +976 8886 4532

E-mail: bolo_0409@yahoo.com
Represented by: Mr. S. Sukh Davaa, Director

(hereinafter referred to as the "Final Beneficiary").

This Small Grant Agreement between the parties relates to the implementation of the Project "Cheese production in Khushaat Soum" supported by the small grant from the Slovak ODA under the Contract No. SAMRS/SG/2015/01MN.

- 1. The Final Beneficiary agrees to implement the project as described in the Small Grant Application Form.
- The project aims to introduce products with higher added value to Mongolian herders and thus increases their income. Nomads will be able to make new product from their local sources.
- 3. The project is to be implemented by the Final Beneficiary within six months from the signing this agreement.
- The total amount of the financial contribution from the Slovak Agency for International Development Cooperation to the Final Beneficiary will not exceed EUR 5 000 (in words five thousand EUR).



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- 5. According to the Small Grant Application Form which is integral part of this Agreement and with this support, the Final Beneficiary will purchase equipment for cheese production, construction of cheese manufacture premises, construction of underground premises for storing cheese including material and work, transportation costs, food standard certificate, expanses on promotion activity.
- 6. The financial contribution of **EUR 5 000** will be disbursed in **two installments**.
- 7. The installment in the amount of **70%** from the total grant, i.e. **EUR 3 500** (in words three thousand five hundred EUR) will be paid to the Final Beneficiary by the Slovak Embassy in Beijing after signing this agreement.
- 8. The Final Beneficiary shall provide the Slovak Embassy in Beijing 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.
- 9. The remaining 30% from the total grant, i.e. EUR 1 500 (in words one thousand five hundred EUR) will be paid to the Final Beneficiary by the Slovak Embassy in Beijing within 60 days after the Slovak Agency for International Development Cooperation endorses the Final Completion Report and the Financial Report.
- 10. 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.
- 11. The Final Beneficiary is obliged to use the Slovak Aid logo on all information outputs relating to the implementation of the project.
- 12. 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.
- 13. Should the Final Beneficiary use the financial contribution in contrary to the agreed project description, the Slovak Embassy in Beijing may decide to stop the project financing. Consequently, the Slovak Agency for International Development Cooperation may terminate this Small Agreement and demand the return of allocated money.
- 14. 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 Beijing.
- 15. 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.
- 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, in the amount of 0.05% out of the amount mentioned under Section 4



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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.

- 17. 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.
- 18. 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: 7.9.2015	
Slovak Agency for International	
Development Cooperation	Togos Khairkhan cooperation

Enclosure:

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