

**Príloha K ZMLUVE O POSKYTNUTÍ DOTÁCIE NA REALIZÁCIU PROJEKTU
OFICIALNEJ ROZVOJOVEJ POMOCI SLOVENSKEJ REPUBLIKY
Z PROGRAMU SLOVAKAID č. SAMRS/2015/VP2/1/1**

Co-operation agreement between the Parties

**1. Contractor of the Slovak Agency for International Development Cooperation (SlovakAid)/
Slovenská agentúra pre medzinárodnú rozvojovú spoluprácu (SAMRS) - Contract No.
SAMRS/2015/VP2/1/1**

Name: NISPAcee – The Network of Institutes and Schools of Public
Administration in Central and Eastern Europe
Resident at: Polianky 5, 841 01 Bratislava 42, Slovak Republic
Registered: Ministry of Interior of Slovak Republic, 203/2-95/04729
Bank details:

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Telephone: +421 2 6428 5357, +421 2 6428 5435
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Represented by: Ludmila Gajdosova, Executive Director
Elena Zakova, Senior Manager

(hereinafter - NISPAcee)

and

2. Partner of the Contractor

Name: National Academy for Public Administration under the President of
Ukraine (NAPA under the President of Ukraine)
Resident at: 20, Ezhena Pottier Street, Kyiv, 03057, Ukraine
Registered: Sevchenkivska Regional State Administration in the city of Kyiv,
reg. № 1 074 120 0000 015373
Contact address: 12/2, Puhachova Street, Kyiv, 04050, Ukraine
BENEFICIARYName of
bank account holder:

Beneficiary's address: 65 Peremohy Ave., Kyiv, 03062, Ukraine

BANK

Bank name: Public company commercial bank "PRIVATBANK"

Bank address: 50 Naberezhna Peremohy Street, Dnipropetrovsk 49094, Ukraine
Intermediary bank: Commerzbank Ag, Frankfurt am Main, Germany

REPRESENTED BY

Authorised signer /
position: Yurii Kovbasiuk, President of the National Academy for Public
Administration under the President of Ukraine (NAPA)
Telephone: +380 44 481 2151, +380 44 481 2176 Fax: +380 44 481 2151
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Project Coordinator: Volodymyr Vakulenko, Head of the Chair of the Regional
Administration, Local Self-Governance and Urban Management of the
NAPA

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(hereinafter - NAPA)

This Co-operation agreement (hereinafter – Agreement) between the two Parties relates to the implementation of the Project “**Budovanie kapacít NAPA pre otvorenú miestnu správu a samosprávu**” / “**Capacity Building of NAPA for Open Local Governance**” financed by SlovakAid – Official Development Assistance of the Slovak Republic under Contract No. SAMRS/2015/VP2/1/1 (Contract).

1. NAPA agrees to participate in the project as the Partner of the Contractor.
2. NISPAcee and NAPA confirm that they will perform all project activities and carry out all responsibilities as planned in the project proposal submitted to SlovakAid in October, 2015.
3. NAPA must respect the final work plan, time plan and responsibilities (according to the attachment No. 1 to this Agreement) and budget lines (according to the item 4 of this Agreement.).

PROJECT PERIOD

4. Project period is: 21.03.2016 - 30.09.2017

FINANCIAL ALLOCATION

5. The maximal total amount of financial allocation (grant) available from the SlovakAid programme for activities performed by NAPA will be **31 774,00 EUR** (thirty one thousand seven hundred seventy four) in the following budget structure:

Budget item No.	Budget item	Unit	EUR / unit	Number of units	EUR total	Grant 2016	Grant 2017	Grant disbursement
1.1.	Study tour and Coordination meeting of SK and UA project teams and NAPA representatives, 1+3 working days, 10 UA participants, Bratislava, SK							Will be managed by NISPAcee.
1.1.03.	Travel, insurance, fees - 10 UA participants	trip	450	10	4500	4500		
1.1.04.	Accommodation - 10 UA participants, 5 nights	night / person	90	50	4500	4500		
1.1.05.	Meals - 10 UA participants, 6 days	day / person	29,4	60	1764	1764		
1.1.07.	Materials - 10 UA participants	person	20	10	200	200		
1.1.08.	Interpretation	hour	80	32	2560	2560		

1.2.	Two SK-UA working meetings, UA							Will be managed by NAPA in the frame of the 1st and 2nd advanced payments (according to the items 8 and 12).
1.2.01.	Refreshment - 2 meetings x (3 experts + 3 NAPA representatives), each 2 days	day / person	20	24	480	480		
1.2.02.	Support materials - 2 meetings x (3 SK experts + 6 UA participants)	person	20	18	360	360		
1.3.	Workshop, 6 working days, 12 UA participants, 3 UA experts, 4 SK experts, UA							
1.3.01.	Refreshment 12+3 UA participants, 6 days	day / person	20	90	1800	1800		
1.3.02.	Materials - 12+3 UA participants, 3 SK experts	person	10	18	180	180		
1.5.	Three local UA meetings (two meetings in 2016, one meeting in 2017) x 6 persons , UA							
1.5.02.	Refreshment 3 meetings x 6 persons	day / person	20	18	360	240	120	
1.5.03.	Materials 3 meetings x 6 persons	day / person	10	18	180	120	60	
2.2.	Staff costs – UA experts: Hryhorii Borshch, Nataliia Grynychuk, Volodymyr Vakulenko, case studies authors, translator(s), editor(s)							Will be managed by NISPAcee directly to the NAPA project staff based on the individual contracts.
2.2.01.	Self-evaluation report of NAPA programmes on local government and self-government based on EAPAA criteria	day / person	80	12	960	960		
2.2.02.	Report on PA reform in UA	day / person	80	10	800	800		
2.2.03.	Methodology of the development of new teaching modules and materials	day / person	80	6	480	480		
2.2.04.	Development of 6 new teaching modules	day / person	80	6	480		480	
2.2.05.	Development of 6 new teaching materials for new teaching modules	day / person	80	6	480		480	
2.2.06.	Development of 6 case studies	day / person	80	15	1200		1200	

2.2.07.	UA translations (Self-evaluation report, Report on PA reform, Development of modules and manuals, Manual)	page	15	280	4200		4200	
2.2.08.	Language and technical editing UA	page	8	180	1440		1440	
3.2.	Staff costs – UA coordinator: Volodymyr Vakulenko							
3.2.01.	UA project coordinator Volodymyr Vakulenko	day / person	80	20	1600	800	800	Will be managed by NISPACEE.
4.1.	Local travel							
4.1.01.	Study tour - rent of minibus + transfers from / to airport to / from Bratislava	day	250	5	1250	1250		
7.2.	NAPA admin. costs							Will be managed by NAPA in the frame of the 1st and 2 nd advanced payments (according to the items 8 and 12).
7.2.01.	NAPA admin. costs	month	100	20	2000	1000	1000	
	TOTAL EUR				31774	21994	9780	

The grant can only be used for the purpose of this project.

All taxes and duties and other expenses in connection with the fulfilment of this Agreement in Ukraine shall be paid by NAPA within the allocated budget.

All other project costs will be covered within the NISPACEE project budget (staff costs for Slovak expertise and coordination, travel costs for Slovak experts to Ukraine, reporting costs and NISPACEE admin. costs).

All project costs may only be approved and reimbursed within the budget limit. NAPA agrees to cover all project expenses in Ukraine listed in the project proposal within the given budget.

In the case whereby the project costs are higher and the project activities require more funding than planned in the NAPA project budget, the difference cannot be covered by the project grant and NAPA agrees to cover all necessary expenses in order to complete the project as planned.

In the case whereby costs are lower, they cannot be used within any other budget categories. No budget modifications and no money transfers between individual budget items are allowed.

PAYMENT CONDITIONS

6. All financial agreements and payments must be implemented within the project period. Only financial documents dated during this period can be accepted. Any costs prior to or after the project period cannot be covered from the project budget.
7. All costs connected with the implementation of the project activities must be approved in advance by NISPAcee. If NAPA does not ask NISPAcee for the approval of costs in advance, NISPAcee has no obligation to cover these costs.
8. Payments in budget categories 1.2, 1.3., 1.5., and 7.2. will be transferred to the bank account of NAPA by NISPAcee as follows:

Budget item No.	Budget item	1 st advanced payment EUR to NAPA	2 nd advanced payment EUR to NAPA
1.2.	Two SK-UA working meetings, UA	840	
1.3.	Workshop, 6 working days, 12 UA participants, 3 UA experts, 4 SK experts, UA	1980	
1.5.	Three local UA meetings (two meetings in 2016, one meeting in 2017) x 6 persons, UA	360	180
7.2.	NAPA admin. costs	1000	1000
	TOTAL EUR	4180	1180

- 1st advanced payment (grant to be managed by NAPA) for the planned costs in 2016 will be transferred to NAPA based on the invoice issued by NAPA. It will be transferred within 10 working days after receiving the grant by NISPAcee from SAMRS.
 - 2nd advanced payment (grant to be managed by NAPA) for the planned costs in 2017 will be transferred to NAPA based on the invoice issued by NAPA. It will be transferred within 10 working days after the approval of the 1st and 2nd financial reports (including all financial documents for year 2016) and of the financial audit by SAMRS and after receiving of 2nd installment of grant by NISPAcee from SAMRS.
9. NISPAcee will arrange bank transfers of the payments to NAPA only after the payments from SAMRS are received in the NISPAcee bank account.
 10. NISPAcee will be responsible for payments in budget categories 1.1., 2.2., 3.2., 4.1..
 11. NISPAcee will be responsible for signing contracts with project staff and for the payments of their honoraria. Only persons listed in the budget categories 2.2. and 3.2. can be paid within the allocated budget. All team members must complete daily statements throughout the entire project period – at a minimum for the number of days calculated in the project budget. If they work more days than were calculated, the honoraria cannot be increased.

EVALUATION AND REPORTING

12. NAPA agrees to submit to NISPAcee four narrative and financial reports, together with all necessary copies of original accountancy documents and invoices according to the requirements stipulated by SAMRS. Deadlines:

1st report: 30.6.2016

2nd report: 31.12.2016

3rd report: 30.6.2017

4th report: 30.9.2017

13. NAPA financial reports will be supported by all necessary copies of accounting documents: i.e. contracts, order of services, invoices from the service providers and receipts/bank statements confirming the payments made by the final beneficiary. In accordance with the original accountancy documents has to be confirmed by the signature of responsible person and institutional stamp on each copy. Each accountancy document has to be accompanied with an English translation or explanation of the content of the document in English language.
14. If NAPA does not adhere to any of the agreed deadlines for reporting, SAMRS can request a penalty of 0,05% of the total grant for each day's delay.
15. NAPA confirms and agrees to permit the monitors and evaluators on behalf of SAMRS or the Ministry of Foreign and European Affairs of the Slovak Republic to access financial and any other documentation related to the project's implementation and to provide them with assistance in reviewing the project's progress, results and impact at the place of implementation and project accounting.

VISIBILITY

16. NISPAcee and NAPA are obliged, during and after project implementation, to promote project financial support by the SlovakAid – Official Development Assistance of the Slovak Republic. Both institutions should provide information including the logo used (based on the Design manual) on their websites and in all relevant materials.

PRE-TERM TERMINATION OF PROJECT

17. NISPAcee and NAPA are obliged to inform each other about any circumstances which can cause a significant deviation from and/or jeopardise the project objectives, outputs and grant. NISPAcee must inform SAMRS of any and all important circumstances which may lead to the aforementioned. If NAPA and NISPAcee fail to provide this information, SAMRS can terminate the Contract and request the restitution of the entire grant.
18. SAMRS can terminate the Contract, request the return of the entire grant and request compensation if NISPAcee and/ or NAPA:
- misuse the grant and/or
 - do not uphold their commitments and/or
 - do not respect the project and/or
 - do not respect the donor conditions and/or
 - do not provide information requested by SAMRS and/or
 - provide incorrect information.
19. SAMRS can terminate the Contract and request the return of the part of grant, which was not used for the purpose of the project in the case of:
- unforeseen circumstances – vice majeure and/or,
 - political and/or social circumstances and/or,

- abdication of the project partner.
20. NISPAcee has the right to terminate this Agreement if SAMRS terminates the Contract. In case the Contract will be terminated based on the reasons specified in the item 18 the entire NAPA grant requested by SAMRS should be returned by NAPA to NISPAcee's bank account within 5 working days of receiving written termination of the Agreement and NISPAcee will return it to SAMRS. In case the Contract will be terminated based on the reasons specified in the item 19 the part of NAPA grant, which was not used for the purpose of the project, should be returned by NAPA to NISPAcee's bank account within 5 working days of receiving written termination of the Agreement and NISPAcee will return it to SAMRS.
 21. NISPAcee has the right to terminate this Agreement if NAPA does not fulfil its obligations as agreed within this Agreement and as described in the project. NISPAcee has the right to terminate this Agreement immediately if such a default is discovered by NISPAcee or SAMRS. In this case, NAPA is obliged to return all grants awarded, to NISPAcee's bank account within 5 days of receiving NISPAcee's written termination of the Agreement.

RESPONSIBILITY

22. NAPA will implement the project at its own risk and responsibility. SAMRS and NISPAcee do not accept any responsibility for damages or injuries.
23. NAPA is responsible for arranging adequate injury and health insurance for NAPA project staff. In the case of any injury during the term of this Agreement, SAMRS and NISPAcee will have no liability.
24. In case of any natural disaster, epidemic, war or similar (confirmed by the Slovak Embassy) which would make it impossible to continue the project's implementation, NISPAcee can terminate this Agreement. NAPA will have to stop all the activities immediately after receipt of the NISPAcee notification on the termination. NAPA will provide financial and narrative final reports, including all financial documents, within 10 days after the notification is received from NISPAcee.

OTHER AGREEMENTS

25. The content of the information materials developed, distributed and covered by SAMRS expenses must be in line with the project objectives. Consultation and approval of the materials by representatives of SAMRS, prior to publication and distribution, is obligatory.
26. NISPAcee and NAPA agree to submit to SAMRS sample copies of all project outcomes, project information and promotion material and photos from the project events.
27. The project communication language is English and all project outcomes will be submitted in the English language.
28. NAPA is not permitted to assign any of the agreed obligations to another Party without the written prior agreement of NISPAcee.

FINAL AGREEMENTS

29. NISPAcee and NAPA have entered into this Agreement on the basis of mutual trust and in spirit of friendly cooperation. Slovak law shall exclusively govern all legal relations derived from the present Agreement, if it is not inconsistent with the legislation of Ukraine.
30. This Agreement contains the entirety of the terms agreed between the parties and can only be altered by or with a supplemental agreement or amendment in writing, signed by both Parties.
31. This Agreement contains 16 pages with 3 copies in two languages - the English and Ukrainian. In case of any discrepancies the English version is binding for both Parties. NAPA will receive one original; NISPAcee will receive one original and the SAMRS office one original of the Agreement, signed by both Parties.

32. This Agreement will enter into force after signature by both Parties and on the day when the main Contract between NISPAcee and SAMRS is signed.

Date: 17.5.2016

Date: 10.5.2016

Network of Institutes and Schools of Public
Administration in Central and Eastern Europe
(NISPAcee)

National Academy for Public Administration under
the President of Ukraine
(NAPA under the President of Ukraine)



Ludmila GAJDOSOVA,
Executive Director



Iurii KOMBASIUK,
President

Attachments:

Annex 1. Project summary including project work plan and time plan

Annex 2. Logframe