Č: 78/8/2016

# Small Grant Agreement No. SAMRS/2016/SG/04/MD

#### Between the parties

Name: Slovak Agency for International Development Cooperation

Resident at: Bratislava, Slovak Republic

Founded by: Decision of minister of Foreign Affairs of the Slovak Republic

Nr. 57/2006 from 27.12.2006

Contact address: Grösslingová 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: "Protection of Democracy, Rights and Fundamental

Freedoms" Public Association

Resident at: 49/4, Tighina str., Chisinau Republic of Moldova

Registered at: Ministry of Justice of the Republic of Moldova, State

Registration Chamber

Registration number:

Telephone: +373 69000603

E-mail: braila.maxim@gmail.com

Represented by: Braila Maxim, Association Chairman

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

This Small Grant Agreement between the parties relates to the implementation of the Project "Renovation of water supply and sewage systems" supported by the small grant scheme of the Slovak ODA under the Contract No. SAMRS/2016/SG/04/MD.

- 1. The Final Beneficiary agrees to implement the project as described in the Small Grant Application Form.
- 2. The project aims to contribute to increasing of people's health, environment protection and enhancement of the welfare of the population living in Floresti Town by improving the quality, efficiency and sustainability of water supply and sewage systems at the Floresti Kindergarten No. 9.
- 3. The project is to be implemented by the Final Beneficiary within six months from the signing this Small Grant Agreement.



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- 4. The total amount of the financial contribution from the Slovak Agency for International Development Cooperation to the Final Beneficiary will not exceed **EUR 9999,64** (in words nine thousand nine hundred ninety nine EUR, sixty four EUR cents).
- 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 pay for polypropylene pipe, polypropylene sewer pipes, polypropylene sewer elbow, polypropylene manson, polypropylene sewer connection, PVC reducing, PVC stopoer, drain trap, built-in stainless steel double sink, table for built-in sink, water mixer for sink, water mixer for sink washstand, washbasin with pedestal for children, flexible connection, electric boiler for hot water, closet for children with water tank, toilet lid, WC cabins, shutoff water valve, gasket ring, jack, X and T-connection, sewer trap, cast iron pit cover, fire hydrant, installation of built- sink, installing of electric boiler, installing of toilets for children, installing of washbasins, installing of WC cabins, water supply pipes installation, sewer pipes installation, cleaning of pits, priming and plastering of vertical surfaces of pits, installing of fire hydrant, penetrating and wholes sealing, testing of leakage and under pressure of engineering networks and appliance, technical monitoring and expertise of applied materials and performed 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 9999,64** will be disbursed in **two installments**.
- 8. The installment in the amount of **70%** from the total grant, i.e. **EUR 6999,75** (in words six thousand nine hundred ninety nine EUR, seventy five EUR cents) will be paid to the Final Beneficiary by the Slovak Embassy in Chisinau after signing this Small Grant Agreement.
- 9. The Final Beneficiary shall provide the Slovak Embassy in Chisinau 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 2999,89 (in words two thousand nine hundred ninety nine EUR, eighty nine EUR cents) will be paid to the Final Beneficiary by the Slovak Embassy in Chisinau 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.



## Slovak Aid Slovak Agency for International Development Cooperation

- 14. Should the Final Beneficiary use the financial contribution in contrary to the agreed project description, the Slovak Embassy in Chisinau 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 Chisinau.
- 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 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: 17.8.2016	
Róbert Kirnág for the Slovak Agency for the International Development Cooperation	Braila Maxim for the "Protection of Democracy, Rights and Fundamental Freedoms" Public Association

### Enclosure:

1. Small Grant Application Form