

Č. 142/10/2016

**Small Grant Agreement
No. SAMRS/2016/SG/03/KE**

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:	Ten Senses Africa Ltd. (TSA)
Resident at:	P. O Box 774-00204, Nairobi
Registered at:	Registrar of companies
Registration number:	
Telephone:	+254 722214932
E-mail:	frank.omondi@tensenses.com
Represented by:	Frank Omondi, Managing Director

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

This Small Grant Agreement between the parties relates to the implementation of the Project **"Kirinyaga Conty Macadamia Nursery project"** supported by the small grant scheme of the Slovak ODA under the Contract No. **SAMRS/2016/SG/03/KE**.

1. The Final Beneficiary agrees to implement the project as described in the Small Grant Application Form.
2. The project aims to ensure self-sufficiency in the production of local farmers by providing quality seedlings at an affordable price in the district Kirinyaga.
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 10000** (in words ten thousand EUR).
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 equipment (seedbed,

equipment and farm implements), multiplication site (grafting site and materials, hardening and dispatch sites), breeding stock, consultancy fee (skilled and semi-skilled labor), capacity building (training costs) and administration cost (nursery registration through KEPHIS).

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 10000** will be disbursed in **two installments**.
8. The installment in the amount of **70%** from the total grant, i.e. **EUR 7000** (in words seven thousand EUR) 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 3000** (in words three thousand EUR) 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, 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: 26.10.2016

.....
František Dlhopolček for the Slovak Agency for the
Development Cooperation

.....
Frank Omondi for the Ten Senses
Africa Ltd. (TSA)

Enclosure:

1. Small Grant Application Form