



**AGREEMENT  
ON THE PROVISION OF A FINANCIAL CONTRIBUTION No.  
SAMRS/2021/FP/1/BY**

*Concluded pursuant to the Slovak Act No. 392/2015 Coll. (of 18 November 2015) on Development Cooperation and on amendment of certain acts*

**Parties hereto**

**Provider:**

**Slovak Agency for International Development Cooperation (SAIDC) (in Slovak language Slovenská agentúra pre medzinárodnú rozvojovú spoluprácu)**

Pražská 7, 811 04 Bratislava, Slovakia

Registration No.: 31819559

Represented by: Lucia Kišš, director

Banking data: Štátna pokladnica, SK13 8180 0000 0070 0027 5962

*(hereinafter referred to as the "SAIDC")*

**Recipient:**

**Prospect Foundation (in Polish language Fundacja Prospect)**

Address: ul. Elektoralna, nr 24, lok. 20,

00-892, Warszawa, Polska

Registration No.: 0000602244

NIP: 5252648016

Represented by: Uladzimir Kobets, President of the Board

**Banking Data:**

Name of the bank: Bank Millennium S.A.

Address of the bank: Stanisława Żaryn. str, 2A, 02-593 Warsaw, Poland

IBAN: PL82 1160 2202 0000 0004 8472 0550

SWIFT: BIGBPLPW

*(hereinafter referred to as the "Recipient")*

**I**

**Subject of the Agreement**

1. The subject of this Agreement is the financial contribution provided by the SAIDC as the budgetary organization of the Ministry of Foreign and European Affairs of the Slovak Republic to the Recipient, being a foundation duly organized and existing under Polish law, not established for the business purposes, in the maximum amount of 116 450 EUR (one hundred sixteen thousand, four hundred fifty euros). This financial contribution is to be provided upon the approval of the Minister of Foreign and European Affairs of the Slovak Republic, from the 5th of February 2021. The financial contribution shall be used



for the activities related to the project: “SlovakAid Fellowship Program for Change Leaders”.

2. The contribution will be administered by the Recipient and will be used by the Recipient for the provision of goods and services as specified in this Agreement. The recipient will make every effort to ensure effective use of the contribution provided by this Agreement.

## II Rights and Duties

1. This financial contribution covers and can be used solely for the provision of eligible goods and services related to the implementation of the “SlovakAid Fellowship Program for Change Leaders” during the period from the 18<sup>th</sup> of February 2021 to the 30<sup>th</sup> of November 2021. The program particularly covers and the contribution shall be used to finance the provision of Fellowships to at least ten Change Leaders and to cover reasonable and necessary costs needed to implement the Project (including transportation costs, accommodation, visibility and related services, fellowships and mentoring costs, expert fees, management costs, rentals of premises, technical equipment and services, catering and board).
2. The financial contribution from the SAIDC to the Recipient will be provided in two installments:
  - a. **1<sup>st</sup> installment in the amount of 58 225 EUR** (fifty-eight thousand, two hundred twenty-five) will be sent no later than 10 working days after the signing of this Agreement and the approval of the financial contribution by the Ministry of Foreign and European Affairs of the Slovak Republic, whichever happens later.
  - b. **2<sup>nd</sup> installment in the amount in the amount up to 58 225 EUR** (fifty-eight thousand, two hundred twenty-five euros) will be sent after the satisfactory fulfillment of tasks laid down by the Project document, and after the approval of the interim narrative and financial report by the Ministry of Foreign and European Affairs of the Slovak Republic. The Recipient is obliged to submit the interim narrative and financial report no later than 30<sup>th</sup> of June 2021. The amount of the second installment will be based on the actually incurred eligible costs until the date of submission of the interim report and projected costs for the rest of the implementing period, in accordance with the Project document, sufficiently described by the Recipient in the interim report. Approval of the interim report and the projected costs for the rest of the implementing period is in the sole discretion of the Ministry of Foreign and European Affairs of the Slovak Republic.
3. The Recipient is obliged to use the official SlovakAid logo on all documents and correspondence related to this Agreement and supported activities.



4. The Recipient is obliged to inform the SAIDC without delay about all circumstances which may cause a significant deviation and/or jeopardize the objectives of this Agreement or due implementation of the Project. This particularly includes cases where the Recipient is not able to provide Fellowships to at least ten Change Leaders or will not involve the agreed number of experts or managers in the implementation of the Project. In case of changes in the Project, the SAIDC is entitled to reduce the 2<sup>nd</sup> installment of the contribution (particularly in budget lines such as accommodation, transportation, expert fees, management costs and event fees).
5. The Recipient is obliged to provide the final report on the implementation of the project to the SAIDC by the 30<sup>th</sup> of November 2021. The final report will consist of the narrative and financial report including the overview of the total costs incurred during the project implementation period, including supporting documents. It will also include photo and video documentation. The Recipient is obliged to provide additional documentation and proofs upon request of the SAIDC or the Ministry of Foreign and European Affairs of the Slovak Republic.
6. The Recipient has the obligation to allow SAIDC, third parties authorized by SAIDC and controlling authorities of the Slovak republic or authorized authorities of other states to control the purpose and conditions of use, reporting and booking of the contribution as specified in this Agreement or applicable laws and regulations, particularly under the Slovak Act no. 357/2015 Coll. on financial control and audit as amended. This obligation remains valid also after the agreed period of this Agreement.
7. Should the Recipient use the financial contribution contrary to the description and purpose specified in this Agreement and/or Project document or fails to prove its proper use or fails to submit the required report, the SAIDC may decide to terminate the Agreement and demand the full or partial refund of the allocated financial contribution.
8. The Recipient is obliged to refund the allocated financial contribution or a specified part of it within 15 working days from the date of the delivery of the demand of the SAIDC in written form. The allocated financial contribution or its specified part should be refunded to the account of the SAIDC.
9. If the Recipient does not refund the allocated financial contribution or its specified part within the above stated time period, the SAIDC may charge the late payment fee in the amount of 0.05% of the full amount of contribution mentioned under Section I of this Agreement for each day of the delay. The penalty is due and payable within 5 working days following the delivery of the request for its payment to the Recipient, to the account of the SAIDC.

### III Final Arrangements



1. This Agreement shall become valid as of the day of its signing by both parties hereto, and effective as of the day following the day of its publication in the Central Register of Agreements administered by the Government Office of the Slovak Republic.
2. Any documents sent to the address of the party stated in this Agreement (unless other delivery address was duly notified) is deemed delivered, even if it is returned as undelivered to the sender. In that case the third business days after sending the document shall be regarded as the date of delivery to the recipient.
3. This Agreement shall be executed in two counterparts each of such shall be deemed an original but all of them together shall constitute one and the same instrument.
4. The Recipient confirms that it is a legal entity duly organized and existing under the Polish law and that it has received all necessary internal authorizations and approvals for entering into this Agreement and fulfilling its conditions.
5. The parties hereto declare to having read the content of this Agreement, and confirm their consent with the content hereof by signing the Agreement in person.
6. This Agreement is governed by the Slovak law.

\* \* \*

Date:

Date:

Lucia Kišš  
Director  
**SAIDC**

Mr. Uladzimir Kobets  
President of the Board  
**Prospect Foundation**