



CONTRACT
CONCERNING THE IMPLEMENTATION OF A LOCAL SMALL SCALE PROJECT WITHIN
THE FRAMEWORK OF THE OFFICIAL DEVELOPMENT ASSISTANCE
OF THE CZECH REPUBLIC

concluded between the following Contracting Parties

Czech Republic – Ministry of Foreign Affairs

Registered office address: Loretánské nám. 101/5, 118 00 Praha 1 – Hradčany

Business ID: 45769251

Bank account number: 2224710SV87984587100

Swift code: MOBBMD

IBAN: MD49MO2224ASV87984587100

F/C: 41572015

Bank name: BC "Mobiasbanca – Groupe Societe Generale" S.A Bank address:

Address: Bulevard Ștefan cel Mare și Sfânt 73/1, Chisinau MD 2005

Account holder: Embassy of the Czech Republic in Chisinau

Represented by: Mr. Stanislav Kázecký, Ambassador Extraordinary and Plenipotentiary of the Czech Republic to the Chisinau

(hereinafter referred to as the **"MFA-Embassy in Chisinau"**)

AND

SOCIETATEA PENTRU PROTECȚIA PĂSĂRILOR ȘI A NATURII

Registered office address: str. Mecanizatorilor 7, or. Iargara, r. Leova

Bank account number: 2224710SV99101577100

Swift code: MOBBMD22

IBAN: MD58MO2224ASV99101577100

F/C

Bank: OTP Bank S.A.

Address: Str. Veronica Micle 81A, Chișinău 2012

Account holder: SOCIETATEA PENTRU PROTECȚIA PĂSĂRILOR ȘI A NATURII

Represented by : Vitalie Ajder, president

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

Article I
Subject and Scope of the Contract

1. The subject of this Contract is the implementation of a local small scale project (**Project Number 11-24MD02 and Title "Multi-stakeholder governance for a better wildlife protection and conservation"**) by the Beneficiary within the framework of the Official Development Assistance of the Czech Republic, as specified in the Appendix (Local Small Scale Project Identification Form) to this Contract (hereinafter referred to as the **"Project"**).

2. The MFA-Embassy in Chisinau shall pay to the Beneficiary the costs of the Project up to the maximum amount of **CZK 497 200** in accordance with the Identification Form in the Appendix to this Contract.
3. The Beneficiary shall implement the Project and shall use the funds provided by the MFA-Embassy in Chisinau solely for the purposes of the Project, in accordance with the terms and conditions set out in this Contract and its Appendix.

Article II Payment Arrangements

1. The MFA-Embassy in Chisinau shall provide to the Beneficiary funds in the form of accountable advances (amounting to 50 % of total Project budget) to cover a period no longer than 3 months, depending on the actual progress of the Project).
2. The Beneficiary shall submit to the MFA-Embassy in Chisinau original accounting documents for the costs related to the Project, as detailed in the Appendix. In case an advance has been paid, the Beneficiary shall submit to the MFA-Embassy in Chisinau accounting documents evidencing the actual progress of the Project within 90 calendar days from the date of the above advance payment. Within 30 calendar days from the receipt of accounting documents by an authorized representative of the MFA-Embassy in Chisinau, the MFA-Embassy in Chisinau shall account for the above advance payment and either release funds for the next advance payment or request the Beneficiary to return the unused portion of the above advance payment).
3. The money shall be transferred to the Beneficiary or returned to the MFA-Embassy in Chisinau no later than on 31 October of the relevant year.
4. The payment shall be made in MDL through bank transfer. The total amount in MDL shall not exceed the total amount in CZK specified in Article I, paragraph 2 of this Contract. The conversion shall be made at the exchange rate published by the Ministry of Foreign Affairs of the Czech Republic.

Article III Rights and Obligations of the Contracting Parties

1. The MFA-Embassy in Chisinau shall have the right to monitor the implementation of the Project. To this end, the Beneficiary agrees to provide the MFA-Embassy in Chisinau with any cooperation as necessary.
2. The Beneficiary shall implement the Project in accordance with the Identification Form in the Appendix to this Contract. The Beneficiary shall notify the MFA-Embassy in Chisinau in writing in advance about any changes to the Project activities or budget. In case the transfers between any categories of the Project budget are to exceed 10% of the total amount of the budget category from which the funds are transferred, the Beneficiary shall request prior approval from the MFA-Embassy in Chisinau. The request shall include a draft of the updated Identification Form. Once the change is

approved, both Contracting Parties shall sign an Amendment to the Contract; the updated Project Identification Form shall be annexed to such Amendment.

3. By 31 July of the relevant year, the Beneficiary shall submit to the MFA-Embassy in Chisinau a written interim report on the current state of project implementation and current drawing of funds from the Czech Republic's Official Development Assistance budget.
4. The implementation of the project must be finished by 31 October of the relevant year. Within 30 calendar days from completing the implementation of the Project, the Beneficiary shall submit to the MFA-Embassy in Chisinau a written final report on the activities, results and benefits of the Project. A financial report on the drawing of funds from the Czech Republic's Official Development Assistance budget shall form an integral part of the final report.
5. When implementing the Project and presenting its results, the Beneficiary shall acknowledge that the Project is co-financed from the Czech Republic's Official Development Assistance budget and shall use the Czech Republic's Official Development Assistance logo provided by the MFA-Embassy in Chisinau.
6. The Contracting Parties agree not to make or provide to any third party, directly or indirectly, any kind of offer, donation, payment, consideration and/or advantage constituting an illegal or corrupt practice, as a bribe or remuneration for awarding or implementing this Contract. The Contracting Parties declare that they have not engaged in such practices in the context any of their past activities undertaken for the purpose of implementation of the Project or conclusion of this Contract.
7. During the term of this Contract as well as after its expiry or termination, the Contracting Parties agree to maintain confidentiality on any facts the Contracting Parties may learn in connection with the implementation of this Contract, unless such facts are publicly available.

Article IV Sanctions

1. The Beneficiary shall be liable to the MFA-Embassy in Chisinau for any damage resulting from a breach of any of the Beneficiary's statutory or contractual obligations.
2. In case the Beneficiary uses the provided funds or its part in a manner inconsistent with this Contract, the MFA-Embassy in Chisinau shall be authorised to claim from the Beneficiary the repayment of the improperly used donation or its part together with a penalty amounting to 10 per cent of the total amount of project budget. The Contracting Parties agree that the above shall also apply, *mutatis mutandis*, in case any of the representations in Article III, paragraph 6 is found untrue. In the event of a breach of the Beneficiary's obligations set out in Article III, paragraph 5, the Beneficiary agrees to compensate the MFA-Embassy in Chisinau for any damage incurred and to pay a contractual penalty amounting to 5 per cent of the total amount of the project budget.

3. The payment of the contractual penalty referred to in the previous paragraph shall be without prejudice to the injured party's right to claim compensation for any damage resulting from a breach of the other Contracting Party's contractual obligation.

Article V Termination of the Contract

1. The Beneficiary may in written form request termination of the project due to serious reasons which could hinder the successful implementation of the project. Such termination shall take effect on the fifteenth day after the service of the request for termination on the MFA-Embassy in Chisinau, unless otherwise agreed in writing between the Contracting Parties. Thereafter the Beneficiary shall, without undue delay, fully refund the financial donation, or pay to the MFA-Embassy in Chisinau an amount equivalent to the sum of the unused portion of the funds.
2. The MFA-Embassy in Chisinau may terminate this Contract at any time, in whole or in part, by a notice in writing served on the other Contracting Party, namely, but not exclusively, in the event of the beneficiary's fault, negligence, delay or non-compliance with any of the terms and conditions of the Contract. Such termination shall take effect on the fifteenth day after the service of the notice of termination on the beneficiary, and thereafter the Beneficiary shall, without undue delay, pay to the MFA-Embassy in Chisinau an amount equivalent to the sum of any unused portion of the funds, any improperly used portion of the funds, and a contractual penalty according to Article IV, unless otherwise agreed in writing between the Contracting Parties.

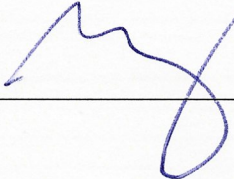
Article VI Final Provisions


1. This Contract shall be governed by the legislation of the Czech Republic and any disputes arising from this Contract shall be adjudicated by the courts of the Czech Republic.
2. Any changes to this Contract, including any annexes and amendments thereto, shall be made in writing and signed by the authorised representatives of both Contracting Parties.
3. Identification Form constitutes an integral part of this Contract.
4. The Contracting Parties encourage the prompt and equitable settlement of any disputes arising from or related to this Contract. The Contracting Parties agree to negotiate their disputes directly and in good faith within a period not exceeding 30 calendar days after receiving a written notification of the existence of a dispute from the other Contracting Party.

5. This Contract is done in the Czech and English languages in the 3 copies per each language version. The MFA-Embassy in Chisinau shall retain two copies of each language version, and the Beneficiary shall retain one copy of each version. The Czech language version prevails in case of any discrepancies.
6. Neither Contracting Party shall be entitled to assign or otherwise transfer its rights and obligations arising from this Contract without the prior written consent of the other Contracting Party, unless explicitly provided otherwise in this Contract.
7. This Contract shall take effect on the date of signature by both Contracting Parties.
8. The Contracting Parties jointly declare that they are competent to enter into this Contract, that they have read the Contract before signing, that they understand and agree with the content of this Contract, and they enter into this Contract freely and earnestly. In witness thereof, they append their personal signatures.

Chisinau 23.02.2024... (date)

For the MFA-Embassy in Chisinau





For the Beneficiary



