

THE AGREEMENT FOR PROJECT IMPLEMENTATION OF THE OFFICIAL DEVELOPMENT AID OF THE
SLOVAK REPUBLIC FROM THE SLOVAKAID PROGRAM NO. SAMRS/2022/MD/1/3

Co-operation Agreement

Between

Contractor of the Slovak Agency for International Development Cooperation – Contract No.
SAMRS/2022/MD/1/3

Name:	EMA – Development and Mobility Agency (EMA)
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further as 'Contractor'

and

Partner of the Contractor

Name:	PRIVATE INSTITUTION SEED FORUM MOLDOVA
Resident at:	31 August 1989 str, No 78, MD 1012, Chişinău, Republic of Moldova
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further as 'Partner'

1. PURPOSE OF THIS AGREEMENT

This Co-operation Agreement (further as 'Agreement') between the two parties relates to the implementation of the project with a title: **'Talent Incubator: Digital Education for Women and IT Professionals in Moldova'** (further as the 'Project')

financed by Official Development Assistance of the Slovak Republic (further as 'SlovakAid' or 'Donor') under the Grant Contract No. SAMRS/2022/MD/1/3 (further as 'Grant Contract').

The total eligible costs are estimated at **EUR 90,395.00** as set out in Annex II.

Duration of the project: **01. 10. 2022 - 31. 12. 2023**

Annexes:

- Annex I: Project Description (including Project Timeline and the Logical Framework)
- Annex II: Budget
- Annex III: Templates for Narrative and Financial Reporting
- Annex IV: SlovakAid Financial Guidelines 2022

The Partner undertakes to ensure and carry out the implementation of their part of the Project, and the Contractor undertakes to provide funds for this implementation, received on the basis of the Grant Contract. The Partner is obliged to comply with the SlovakAid's administration, finance and procurement rules in accordance with conditions stipulated in Annex IV: SlovakAid Financial Guidelines 2022.

Seed Forum Moldova agrees to participate in the Project as the Partner and acknowledges its objectives and planned outcomes as stated in Annex I - Project Description and Annex II - Budget.

2. ACTIVITIES UNDER THE SEED FORUM MOLDOVA SCOPE

Activity 1: Programme Talent Incubator – courses of digital skills, including the provision of career mentoring for the course participants at iHub in Chisinau (physically)

- Preparation and implementation of the digital skills courses and career mentoring at iHub in Chisinau;
- Ensuring quality of the training content within the scope of the Talent Incubator programme;
- Securing mentors for all courses under this activity;
- Outreach campaign, info campaign, recruitment and enrolment of the participants into the Talent Incubator (as per the logical framework indicators);
- Certification, photo services and 1 success story from the Talent Incubator;
- Project and activity visibility, including coordination of the communication channels of the programme (social networks, communication channels, etc.) in order to present the results of the programme, directly address the target group, and support the target group in the decision making with respect to the IT careers;
- Communication with the participants

Activity 2: Programme Talent Incubator – courses of digital skills, including the provision of career mentoring for women in two rural areas (hybrid, online and offline)

- Preparation and implementation of the digital skills courses and career mentoring in two rural areas – Balti and Comrat, including the information campaign aimed at gathering the participants;

- Securing mentors for all courses under this activity;
- Ensuring quality of the training content within the scope of the Talent Incubator programme;
- Outreach campaign, info campaign, recruitment and enrolment of the participants, including the information campaign aimed at the recruitment of the participants (as per the logical framework indicators);
- Certification, photo services and 3 success stories of women participating in the Talent Incubator in Balti and Comrat;
- Project and activity visibility, including coordination of the communication channels of the programme (social networks, etc.) in order to present the results of the program, directly address the target group, and support the target group in the decision making with respect to the IT careers;
- Communication and coordination with the participants;
- 6 workshops in 3 locations (Chisinau, Balti, Comrat) for community development.

Activity 3: Provision of financial support to selected local (start-up or long-established) women-led micro-enterprises for the purpose of promoting entrepreneurship

- Forming the selection panel of a min. 3 independent people to ensure transparency and accountability;
- Selection of start-ups which are to be given financial or material support through a transparent process and clear selection criteria;
- Monitoring of the selected start-ups;
- Write up and deliver a monitoring and accountability report on implementing this activity.

Activity 4: Equipment for the Talent Incubator at the iHUB co-working centre in Chisinau and 2 women hubs in Comrat and Balti

- Purchasing 3 video-conference sets as per the budget lines
- Establishment of 2 safe child spaces at 2 hubs (Balti, Comrat)
- Purchasing and installation of A/C in Comrat

Activity 5: Organisation of networking workshops in 3 regions

- Organisation of 6 networking workshops - 2 in each region after the completion of the 'Talent Incubator' activity in 3 localities (Chisinau, Comrat, Balti)
- Preparation of workshops which will further develop activities aimed at raising the profile of successful graduates

Activity 6: International conference for sharing the experience, streamlining the market environment and connecting markets

- Organising and coordinating event 'Women in Tech 2023'
- Co-financing this event in the amount of 10 000 euros (ten thousand euros)

Detailed description of the activities and services provided by the Partner and financial allocation to those activities is included in Annex I - Project Description and Annex II - Budget of this Agreement.

3. BUDGET, REPORTING AND TERMS OF PAYMENTS

3.1 Budget

The total amount of financial allocation available from Contract No. SAMRS/2022/MD/1/3 to the Partner will be **90 395 EUR** (ninety thousand three hundred and ninety-five euro).

The Partner shall not increase the total Budget. The Partner is not allowed to make any adjustments within the Budget with the exception of adjustments between individual budget-lines within same budget category. Such allowed adjustments shall not exceed 10% of the original amount of any of the modified budget lines. Irrespective of the previous two sentences, administrative / indirect and personal costs cannot be changed. Equally, overdrafts are not allowed.

The Partner shall obtain a written approval from the Contractor prior to making any expenditure exceeding the flexibility mentioned in the preceding sub-paragraph of this Article.

The Contractor is entitled to modify the total amount of the Funds and the Project activities in a corresponding reasonable extent in case of an unexpected significant fluctuation of the exchange rates (used for reporting to the Donor or used to convert the Funds paid according to this Agreement by the Contractor to the Partner in the currency specified in this Agreement). Under such circumstances, the Contractor shall inform the Partner in advance and shall present upon request a respective official proof of the exchange rate fluctuation.

The Partner is obliged to return without delay any Funds for the reasons accountable to the Partner, if requested by the Contractor. Further, if the SlovakAid decreases any payment to the Contractor for the reasons accountable to the Partner, the Contractor may decrease this amount accordingly; or the Partner is obliged to return without delay a corresponding amount upon request of the Contractor.

The Partner shall keep accurate and systematic accounts and records of all payments, incomes and expenditures, using an appropriate accounting and double-entry bookkeeping system. The accounts and records shall be in line with principles and standards of the Partner's country of residence and shall be kept also after the completion of the Project or termination of the Agreement for at least 5 years after the final balance instalment is provided.

The Partner shall be obliged to submit on the Contractor's or Donor's request the accounting documents including partner's audits to the Contractor or Donor (also ex post).

The Partner shall comply with administrative, finance, procurement and reporting rules and requirements of the Donor as stated in **Annex IV: SlovakAid Financial Guidelines 2022**, which are published on the website of the Donor www.slovakaid.sk.

3.2 Instalments

The financial allocation will be transferred to the Partner's bank account given in this Agreement in instalments set out below, following receipt and approval of the financial and narrative reports specified in Article 3, point 3.4 of this Agreement by the Contractor verifying that at least 90% of the prior period's instalment has been expended, and that satisfactory delivery of services has occurred:

TOTAL: 90 395 EUR

- A. **1st instalment** (at the beginning of the project) **35,000 EUR** (thirty-five thousand euro) within 1 month of the first payment received by the Contractor from SlovakAid under the Contract No. SAMRS/2022/MD/1/3.
- B. **2nd instalment** (after successful implementation of the first instalment of the project and after submitting the First and Second Financial Report) **35,000 EUR** (thirty-five thousand euro) within one month from the date of the first narrative and First and Second financial report received and approved by the Contractor.

- C. **Final instalment** (after the final report) will be calculated according to total incurred eligible and duly justified reported costs and not exceeding in sum with the previous instalments the amount of total Funds. This should be up to the amount of **20,395 EUR** (twenty thousand three hundred ninety-five euro), following receipt and approval of the final narrative and third, four and final financial report as stated in Article 3, point 3.4 of this Agreement. Final instalment shall be disbursed within 15 days after the Contractor's reception of the final payment from the Donor.

3.3 Co-financing

Partner agrees to provide co-funding of the project from its own resources in the amount of **10,000 EUR** (ten thousand euro) - Activity 'Women in Tech Conference'. The Partner will use the financial allocation of co-funding to cover eligible expenses incurred for the implementation of the Project in accordance with Annex I - Project Description and Annex II - Budget. For financial reporting purposes, the Partner agrees to provide the Contractor with relevant accounting and supporting documentation for the co-funded expenses as stated in Article 3, point 3.1 and 3.4 of this Agreement.

3.4 Reporting

The Financial Reports and Narrative Reports documenting both progress (in a narrative report) and expenditures (in a financial report) of the implementation of the project shall be prepared in English language in the format set out in Annex III as follows:

Financial Reports

- First Financial Report – submitted on 14.01.2023 latest, covering the period from 01.10.2022 to 31.12.2022.
- Second Financial Report – submitted on 11.04.2023 latest, covering the period from 01.01.2023 to 31.03.2023
- Third Financial Report – submitted on 15.07.2023 latest, covering the period from 01.04.2023 to 30.06.2023.
- Fourth Financial Report – submitted on 15.10.2023 latest, covering the period from 01.07.2023 to 30.09.2023.
- Final Financial – submitted on 15.01.2024 latest, covering the period from 1.10.2022 to 31.12.2023, including special final remarks.

Narrative Reports

- First Narrative Report – submitted on 11.04.2023 latest, covering the period from 1.10.2022 to 31.03.2023.
- Second Narrative Report – submitted on 10.10.2023 latest, covering the period from 1.04.2023 to 30.09.2023.
- Final Narrative Report – submitted on 15.01.2024 latest, covering the period from 1.10.2022 to 31.12.2023, including special final remarks.

The Partner shall together with the financial reports send to the Contractor **scans of all financial documents** corresponding to individual reported expenses.

For financial reporting purposes, the Partner agrees to provide the Contractor with relevant accounting and supporting documentation (i.e., orders, invoices from the service provider, delivery protocols, travel tickets, travel orders, receipts, bank account statements etc.) in accordance with the rules set out in the **Annex IV: SlovakAid Financial Guidelines 2022, article 7.5 – Supporting documentation for eligible expenses by categories of expenditures**. The final decision on the eligibility of expenditures is taken by the Donor.

If any report is considered by the Contractor unsatisfactory, either partially or in whole, the Contractor shall ask the Partner for explanation and correction of any shortcomings. The Partner undertakes to submit upon request of the Contractor any additional documentation. The Partner shall correct any shortcomings within 7 days unless the Contractor in writing approves a longer period. The Contractor shall review the reports after the correction of any shortcomings and will further proceed in accordance with this Paragraph in case the defects are not remedied properly.

The Partner shall be entitled to use the financial allocation provided by the Contractor under this Agreement solely to cover eligible expenses incurred for the implementation of the Project '*Talent Incubator: Digital Education of Women and IT specialists in Moldova*' and in accordance with Annex I - *Project Description* and Annex II - *Budget* of this Agreement and with the rules and procedures set forth in Article 3, point 3.1 and 3.4 of this Agreement.

The Partner agrees to return all the unused funds from the financial allocation provided by the Contractor and/or funds not used in accordance with this Agreement without delay as requested by the Contractor.

For expenses declared ineligible by the Donor, the Contractor has the right to deduce the amount of ineligible expenses from the final financial instalment.

The Contractor is entitled to refuse payment if the Partner fails to properly perform its obligations under this Agreement, including its Annexes and applicable law until the Partner corrects the situation.

The Contractor and the Partner are obliged to respect the work plan, the time schedule and budget lines and to inform each other of all circumstances which can cause any significant deviation and/or jeopardise the project objectives and outputs.

The Partner confirms and agrees to permit monitoring by officers and evaluators of the Donor by providing access to documentation related to the project implementation and assistance in reviewing the project progress, results and impact at the place of implementation.

The Partner acknowledges that the content of the information materials developed, distributed and covered by the SlovakAid expenses must be in line with the objectives of the Project and must be approved by representatives of the Donor prior to publication and distribution.

4. VISIBILITY AND CONFIDENTIALITY

During the project implementation and at the end of the project, the Partner undertakes to publish the information that the project was supported by Official Development Aid of the Slovak Republic, SlovakAid, on its website (if such website exists) accompanied by the photo documentation of the Project. The Partner agrees to affix the SlovakAid logo to all published materials or to any assets acquired through the Project. The SlovakAid logo is available from the Slovak Agency for International Development website.

The Partner shall mention the Project, Donor and the Contractor in any information given to the final project recipients, in its reports, and in any communication with the media.

The Partner authorises the Contractor and the Donor to use their visibility material, to publish their name and address, the purpose of provided funds, duration and location as well as the maximum amount of the provided funds and rate of funding of the Project's costs.

While processing personal data, the Partner shall comply with its national law and/or local law and/or Donor's law, if applicable.

The Contractor and the Partner undertake to preserve the confidentiality of any document, information or other material communicated to them in confidence, notwithstanding its form, disclosed orally or in writing, until at least five years after the final balance instalment is provided.

The Partner shall not use confidential information for any aim other than fulfilling its obligations under this Agreement unless otherwise agreed with the Contractor.

The Donor shall under all circumstances preserve the right to have access to all documents communicated between the Partner and the Contractor.

5. AMENDMENTS

Any changes of this Agreement can be done only through written annexes agreed by both parties and signed by an authorised representative of the contractual parties.

6. TERMINATION

Each contractual party is authorised to terminate (withdraw from) the Agreement by a written notice if the other party substantially breaches the Agreement.

The Contractor is further entitled to terminate (withdraw from) the Agreement by a written notice:

- a) if the Partner does not remedy deficiencies found out by inspection or deficiencies in reports within 7 days from the Contractor's written request (email is sufficient), unless the Contractor provides a longer additional period;
- b) if the Partner breaches other obligations under the Agreement and does not remedy such breach within one month from the Contractor's written request asking for remedy (email is sufficient), unless the Contractor provides a longer additional period;
- c) in case of force majeure (such as civil disorder, military action, an extreme unexpected fluctuation of the exchange rates used for reporting to the original donor or for converting the funds paid on the basis of the Agreement, or any similar cause beyond the control of the party) which makes impossible the implementation of the Project;
- d) if the Agreement is based on false information or omission of relevant facts by the Partner;
- e) if the Partner or its board members or its management are involved in any fraudulent action, conflict of interest or other breach of code of conduct.

In the event the Agreement is terminated, the Partner shall immediately terminate any subcontract or other obligations that they may have entered into and involve funds provided under this Agreement, and shall settle all outstanding liabilities and all claims resulting from the termination of sub-contracts and other obligations.

In the event the Agreement is terminated under this Article, the Contractor shall settle the funds requested justifiably by the Partner only after such funds (contained in report) are approved and paid by the Donor. However, such settlement shall be decreased by non-eligible costs including but not limited to costs not accompanied by appropriate accounting documents, not verifiable costs and/or premature costs (i.e., not in accordance with the time-plan of the Project implementation). Therefore, such ineligible costs may be excluded by the Contractor from the final financial settlement.

Any balance of funds received from the Contractor that is unused by the Partner and found to be unnecessary to liquidate Partner's outstanding obligations shall be returned to the Contractor immediately. The Partner is further obliged to return immediately any funds used in contradiction with the Agreement. Within 30 days from the termination of the Agreement under this Article the Partner shall submit to the Contractor the final performance and financial report corresponding to all respective provisions and according to the SlovakAid Financial Guidelines 2022 (Annex IV). The termination is effective upon delivery of the notice to the other party.

7. FINAL PROVISIONS

The Agreement between the Contractor and the Partner shall become effective on the date of signing of the 'Grant Contract' between the Contractor and the Donor.

Any dispute arising from the performance of the Agreement shall be decided by the courts of Slovak Republic. Unless decided otherwise by Slovak law, the local court authorised to decide on such dispute shall be the court in the territory of which the Contractor has its registered seat.

The Agreement and the funds attached to it may not be assigned to a third party in any manner whatsoever without the prior written consent of the Contractor.

The Contractor and the Donor cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Partner during the Project or as a consequence of the Project. The Contractor and the Donor cannot therefore accept any claim for compensation or increases in payment in connection with such damage or injury.

The parties declare that the Agreement is an expression of their free and true will.

Date: 15. 07. 2022

Date: 15. 07. 2022



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Contractor

Marian Vlasaty
Director



.....
Partner

Irina Grisca
General Manager