



**Project Agreement between:**

ADRA Czech Republic  
as Funding Agency

A.O. SOS Autism  
as Supporting Agency  
and

The Republican Center for Children Rehabilitation as  
Implementing Agency

For the Small grants under the Project:

*Aid for children with autistic spectrum disorder (ASD) and other  
genetic disorders in Moldova II*

*Sub-grant project name:*

*Improving capacities of The Republican Center for Children  
Rehabilitation through purchase of equipment for children with  
disabilities*

## **A Parties and Intent of the Agreement**

### **1. Parties to the Agreement**

The parties to this Agreement (hereafter known collectively as “Parties”) are:

#### **Supporting Agency:**

A.O. SOS Autism	Postal address	str. Grenoble, 191, Chisinau
	Country:	Moldova
	Represented by:	Aliona Durmitras, Director

Hereinafter referred to as “Supporting Agency,”

#### **Implementing Agency:**

The Republican Center for Children Rehabilitation	Postal address	str. Grenoble 147, Chişinău
	Country:	Moldova
	Represented by:	Ecaterina Gincota, Director

Hereinafter referred to as “Implementing Agency,”

#### **Funding Agency:**

<b>ADRA Czech Republic</b>	Registered office:	Markova 600/6, 158 00 Prague
	Country:	Czech Republic
	Represented by:	Radomír Špinka, Director
	Contact Person:	Ana Kremenić
	Registration number (ICO):	+37361244608

Hereinafter referred to as “Funding Agency”

Implementing Agency and Supporting Agency hereby conclude on the day, month, and year below, pursuant to §1746 section 2 of the Law No. 89/2012 Coll. of Czech Republic, Civil Code as amended

this

### **Project Agreement**

**2. Purpose of the Agreement**

The acceptance of financial donations, including those commonly known as grants from any source(s) carries with it both moral and legal obligations. In furtherance of those obligations, Funding Agency provides appropriate Agreements covering all transactions where such received donations are given and utilized in collaboration with an Agency entity in the manner contemplated herein. Such agreements not only provide the basis for the Agency entity to discharge its obligations as a fiduciary and as a party to Primary Recipient Agreements, but serve to memorialize the relationship between Funding Agency, Support Agency and Implementing Agency regarding their mutual obligations, and to create the existence of practical standards for meaningful audits and other possible evaluations.

In this regard therefore, it is hereby declared that the Parties hereto intend to be bound by this document and to work together as partners to accomplish the goal of the Project mentioned above and under Article C. The project is financed in whole or in part by Czech Development Agency (hereinafter "Donor").

**B Subject of the Agreement**

The Funding Agency undertake to provide financial contribution, received from Czech Development Agency, in total amount of 5,500.00 EUR, to the Supporting Agency which will transfer the funds to Implementing Agency in order comply with national law of Moldova.

Implementing Agency undertakes to perform for Funding Agency activities specified in Project document, which is in Schedule 1 – attached hereto and incorporated herein by reference, and fulfill all duties stated within this Agreement and all of its attached Schedules and Exhibits. Implementing Agency is obligated to pursue the activities, as specified in Schedule 1, with due professional diligence and in accordance with law, in the agreed time. Implementing Agency further undertakes to follow the instructions of Funding Agency and the conditions of Donor which are provided in Schedule 1, and as described further below, and to present certain written progress and performance reports to Funding Agency according to the reporting schedules referenced in Section 7 of this Agreement and their subsequent Schedules as attached hereto, the forms of which are included in Schedule 2 and Schedule 3, attached hereto and incorporated herein by reference. Implementing Agency is obligated to enable the supervision of the performance of the Project by Funding Agency, and by Donor on Donor’s request.

**C Conditions**

**3. Project Description**

The overall objective of this Project is:

- To improve capacities of The Republican Center for Children Rehabilitation through purchase of equipment for children with disabilities
- **Project Outcome:**

The detailed description of the project is to be found in the approved Project document, found in Schedule No. 1 following this Agreement.

**4. Remuneration (Project Budget)**

The details of the Total Project Budget are to be found in Exhibit 1 - attached hereto and incorporated herein by reference - following this Agreement. The Project Budget for which Implementing Agency must account for includes but is not limited to the following:

Currency	Implementing Agency Total Budget
EUR	5,500.00

Parties hereto agree that the overall commencement and subsequent completion of this Project depends fully on the provision of funds by the Donor, and is subject to condition that the Donor provides funds as agreed.

## 5. Project Duration

As described further in Section 7(a) below, the project will begin on July 2023 and ends on July 2024.

## 6. Mutual Responsibilities

- a) The Implementing Agency is responsible to the Funding Agency for the complete and successful implementation of the Project as it is described and calculated in the agreed upon Project document included in Schedule 1 and Project Budget as provided in Exhibit 1.
- b) The Implementing Agency is subordinate to the Funding Agency in the implementation of the Project contemplated herein. Any and all changes or modifications desired by Implementing Agency in the conditions, contents of the project, exceptions to the Funding Agency/Donor's procedures, or any additional expenditure not shown in the Project description, Budget, or Obligation of Implementing Agency as included in Article C, Section 7 below, must be approved in writing by the Funding Agency (and if necessary by the Donor) in advance of such change, the approval of which is in the sole discretion of the Funding Agency. Donor may additionally give approval in its discretion, where necessary and required. Decisions by Funding Agency and/or Donor regarding said changes shall not be unreasonably withheld or delayed.
- c) As referenced above, the Implementing Agency must submit such requests for changes/modifications in writing, and the Funding Agency will respond in writing with its decision to approve or reject said written requests. Every change which is approved by the Donor, or other significant change, must be expressed in a change form and included as written an Amendment to this Agreement.
- d) The Funding Agency has overall responsibility for the implementation of the Project regarding the Donor. The Implementing Agency is subordinate to, and reports only to the Funding Agency and must not be, or make in any way, contact with the Donor directly, without the prior written approval of the Funding Agency.
- e) Implementing Agency is not responsible for any problems which are a direct result of any incorrect or faulty instructions from the Funding Agency.

## 7. Obligations of Implementing Agency

- a) **Commencement of the Project**  
The Implementing Agency agrees to commence work on the Project as soon as possible after the execution of this Project Agreement and at the latest 15 days after the commencement date of the Project (according to the Project schedule). Any delay of the start of the Project must be communicated in writing to and approved by the Supporting Agency as discussed in Section 6 above.
- b) **Staff**  
The Implementing Agency shall recruit all staff required to make operations run smoothly and efficiently as indicated in the approved project proposal. The Implementing Agency shall be responsible for the conduct of this staff, which must conform to the laws, rules and regulations, and customs in the country where the operation is located. Supporting Agency is not responsible for any damages caused by the staff of the Implementing Agency.
- c) **Reporting**  
The Implementing Agency agrees to provide narrative progress reports on pre-determined templates as provided by Supporting Agency and as incorporated in this Agreement, according to that provided in Schedule 2, attached hereto and incorporated herein by reference.

Implementing Agency also agrees to write and send in a timely fashion to the Funding Agency regular financial reporting together with the narrative report, in the Project Accounting ADRA Excel document format, including soft copies of Journal Vouchers (hereafter "JVs") according to the form of Schedule 3, as attached hereto and incorporated herein by reference:

All formats for the reports are provided in Schedule 2. If the Donor reporting requires other additional reporting (such as quarterly reporting, mid-term, final etc.) those will be merged to the regular reporting deadlines to avoid double reporting during the same period.

**d) Visibility**

Implementing Agency agrees to bring the support and financing given by the Donor to the attention of the public and to refer to this contribution in its reports. The logo of Donor is to be used in all materials alongside the Supporting Agency logo and the phrase “This activity is made possible through XY project funded through the Czech Development Agency” or “The project was financially supported by the Czech Development Agency”. Due to specific security and political situation, the visibility requirements may be adjusted or waived, prior to Agreement with the Funding Agency. A copy of said Donor logo is provided herein and incorporated by reference as Exhibit 4.

**e) Monitoring and Evaluation**

The Funding Agency and/or the Czech Development have the right to evaluate the project in cooperation with the Implementing Agency at any time in their sole discretion. Any expenses with such evaluation will be absorbed by the Funding Agency, unless otherwise included in the project budget. The Implementing Agency agrees to regular monitoring visits for the purpose of monitoring Project progress by a representative of the Funding Agency in the country of implementation. The Funding Agency will share observations from the monitoring visits with Implementing Agency. Furthermore, the Implementing Agency agrees to sustain a consistent dialogue with the representative of the Funding Agency.

## **8. Obligation of the Supporting Agency**

a) The Supporting Agency will purchase equipment, described in Exhibit 1 Project document and delivered the equipment/goods to the Implementing Agency

**b) Bank Account**

The Agency must keep the accounting records separately for the Project in its accounting system and must have a separate bank account for the project if and when requested by the Donor or Funding Agency.

**c) Accounting**

The Accounting must meet the Funding Agency’s standards. This project is subject to financial and managerial review by the Funding Agency, Donor, and is subject to audit by Funding Agency, Donor, or any third party accounting personnel who they may hire to accomplish such audit. Accounting documents must be kept for the period requested by the Donor.

**d) Use of Project Funds**

The project funds may only be used for the implementation of the project in this project agreement and only in accordance with the approved project budget and table of outputs and activities and in accordance with the other exhibits and schedules of this project agreement. The Supporting Agency may not use the project funds for any other purpose without a prior written authorization from the Funding Agency.

**e) Documentation of Receipts**

All transactions must be accompanied by appropriate and complete documentation, including but not limited to purchase orders and/or receipts containing all relevant information; including name of Project, Project registration number, Budget line item, date, amount, description, and signature. Only original receipts are accepted for each transaction. The documentation (copies of receipts etc.) will be sent to the Funding Agency along with each progress and financial report according to the schedule referenced below. The receipts must be kept for the period as requested by the Donor.

**f) Eligible and Ineligible Expenses**

Expenses are only eligible if they are directly related to the implementation and management of the project and are spent in accordance with the content and the objective of the relevant project. Expenses must be spent within the designated project implementation period, and must be supported by verifiable accounting or tax documents.

- g) **Currency Exchange Rates**  
For all transfers sent, the Supporting Agency must provide bank statements for each funds transfer received. Currency exchange rate statements must also be provided. Currency exchange rate losses are not eligible costs. However, the table of outputs and activities will be modified to reflect major changes of costs resulting from currency exchange losses upon an agreement with the donor. Exchange rate gains throughout the project period must be spent according to prior agreement with the Funding Agency. For the final payment any exchange rate gains must be returned to the Funding Agency without unnecessary delay. Currency exchange rate losses for the final payment are not eligible costs and will not be refunded. In case required bank or other official statement or document related to the exchange to the local currency is not available, Supporting Agency must provide a statutory declaration regarding the amount of the exchanged funds signed by the Director of the Supporting Agency.
- h) **Purchases – The Procurement Policy**  
Procurements will be guided by the procurement policy of the Supporting Agency, Donor, or Funding Agency – whichever, in the sole discretion of the Supporting Agency – is the most strict, and which is attached as Exhibit 3 to this Agreement.

## **9. Obligation of the Funding Agency**

- a) **Financial Means**  
The Funding Agency is responsible to release the funds for the Project promptly and on time, avoiding delay or interruption in the Project progress, to the Supporting Agency
- b) **Payments schedule of the total Implementing Agency budget, will be transferred to the Supporting Agency in one payment, after the signing the Agreement**
- c) **Audit**  
The Funding Agency and/or the Czech Development Agency have the right to audit the accounts for the Project at any time at the expense of the Funding Agency. The Supporting Agency must provide all necessary support therefore, and is responsible for providing any expenses related with this support.

## **9. Choice of Law, Resolution of Disputes**

Parties hereto agree to the jurisdiction of the courts of the Czech Republic, and agree to accept service of any actions originating hereunder by any written means which forms the normal form of written communication between parties. This agreement and all legal relations arising out of it, including disputes, shall be governed exclusively by the law of the Czech Republic, especially by the relevant provisions of the Law No. 89/2012 Coll., Civil Code, as amended. Any dispute arising from the performance of this Agreement shall be decided by the courts of the Czech Republic. Unless provided otherwise by Czech law, the local court authorized to decide on such dispute shall be the court in the territory in which the Funding Agency has its registered office.

## **10. Termination of the Project by Supporting Agency**

10.1. The Funding Agency may terminate this Project Agreement at any time by giving the Implementing Agency 20 days written notice. In the event of early termination of this Project Agreement by Funding Agency, Funding Agency shall pay the Implementing Agency only for activities satisfactorily (duly) performed by the Implementing Agency. After the delivery of the termination notice, the Implementing Agency is obligated to immediately perform all necessary actions necessary to prevent detriment of any sort to Funding Agency.

10.2. The Funding Agency may terminate this Project Agreement immediately and shall be under no obligation to pay all or any part of the approved funding, and may require all or any part of the transferred Project funding to be repaid if:

- a) Any claim by Implementing Agency for funding from the Funding Agency is based on misleading information or falsified documentation,

- b) The Implementing Agency fails to inform the Funding Agency of any other funding received in relation to this Project to assist towards or, in any other way, defray the costs of this Project in addition to those already disclosed to the Funding Agency herein,
- c) Project costs submitted in the final account/audit have were not or have not been incurred within the duration of the project,
- d) At any time during the Project, the Implementing Agency enters into or becomes the subject of any liquidation, bankruptcy, or other insolvency proceeding,
- e) The Implementing Agency either directly or through sub-contractors commits any material breach of its obligation under this Agreement,
- f) The Implementing Agency fails to comply with any terms, responsibilities, and obligations of this Agreement and Exhibits hereto, or
- g) The Implementing Agency or representative of the Implementing Agency has committed or been convicted of an offence or a crime concerning corruption, fraudulent, collusive, or coercive practices or such misrepresentation by Implementing Agency has been made which constitutes corruption, fraudulent, collusive, or coercive practices.

In the event of immediate termination by Funding Agency as stated above in this Section and subsection, the Implementing Agency will reimburse the Funding Agency for any and all damage and pay a satisfaction for non-pecuniary harm in the amount equal to ten percent (10%) of the total project budget (including co-finance) within ten calendar days (10 days) after delivery of any notice of termination from Funding Agency to the Implementing Agency.

In case of any contract termination, the Implementing Agency shall close the project within 20 days, provide a narrative and a financial report of all implemented activities according to the formats specified for the final report. Funds not spent or not committed at the time of the delivery of the termination notice will be returned to the Funding Agency within 15 days of contract termination. In cases of termination of Agreement due to material deviation, Funding Agency has the right to recover some or all of the funds, goods, or value of services provided to the Implementing Agency.

## **12. Force Majeure**

No Party shall be liable for any failure to perform its obligations where such failure is as a result of those of a sort commonly known as Acts of Nature, including; fire, flood, earthquake, storm, hurricane or other natural disaster, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, or government sanction/restriction/blockage which prevents performance under this agreement, and which could not have been foreseen or avoided. The unspent and uncommitted funds will be returned to Supporting Agency without any unnecessary delays.

## **13. Security**

Agency entity must give the first priority to the security of all the staff involved in this project. Implementation Agency entity must provide a security manual, reviewed and approved by Funding Agency at the beginning of the project, and act accordingly to the agreed procedures contained therein.

Implementing Agency is responsible for reporting any events which endanger project staff as well as the implementation of the project to Funding Agency as early as possible and act according to the agreed procedure.

## **14. Modification**

Proposed modifications to this Project Agreement and related extensions or budget revisions may be initiated by any Party but are subject to the provisions of Section 6 hereof.

All modifications shall be approved and signed by all the Parties, be recorded in writing and attached to this Agreement as an addendum. All deviations from the provisions of this Agreement shall be authorized and shall be filed as written, fully signed addendum to this Agreement, as referenced in Section 6 hereof.

## **15. Validity**

- a) This Project Agreement shall be made for a definite period of time as referenced in Section 5 above.
- b) Funding Agency takes its asset maintenance, financial reporting, and the like seriously. Therefore, this Project Agreement shall remain permanently in full force and effect as regards the provisions of Section 8b, 8d, and 10.
- c) This Project Agreement shall be valid and effective on the day of its signature by both contractual parties.

## **16. Final Provision**



This Project Agreement shall be produced in six counterparts and each party shall receive two copies.

The Implementing Agency entity shall immediately report to Funding Agency, and Supporting Agency any evidence possessed by the Implementing Agency of any illegal act, any attempted illegal act, or any plan to commit an illegal act within the overall management of the project.



Both Parties hereto declare that this Project Agreement is an expression of their free and true will and that they have read the Project Agreement in full. In witness thereof they attach their signatures.

## Signatures

<hr/> <p>SUPPORTING AGENCY / date</p>	<hr/> <p>IMPLEMENTING AGENCY / date</p>
<p>  <b>ADRA</b> ADRA, o.p.s. Markova 600/6 158 00 Praha 5 IČ: 613 88 122 (10) DIČ: CZ61388122</p> <p>2.8.2023</p> <hr/> <p>FUNDING AGENCY / date</p>	