

K oznámeniu č. 390/2013 Z. z.

AGREEMENT**on Development Cooperation between the Government of the Slovak Republic
and the Government of the Republic of Kenya**

The Government of the Slovak Republic and the Government of the Republic of Kenya, (hereinafter referred as "the Parties")

In the spirit of friendly relations between the two States,

Motivated by the wish to support mutual cooperation and development,

Recognizing the importance and significance of development assistance,

have agreed, with the purpose of fulfilling of those objectives, as follows:

Article 1**Terms**

For the purposes of this Agreement:

"National Program of Official Development Assistance" – means the main planning instrument of the Slovak Republic for providing the official development assistance to the Republic of Kenya, approved by the Government of the Slovak Republic;

"Funds" – means financial resources allocated within the framework of the National Program of Official Development Assistance of the Slovak Republic provided to the Republic of Kenya;

"Provider" – means the Slovak Republic;

"Beneficiary" – means the Republic of Kenya;

"Staff" (civil servants, employees) – means the citizen of the Slovak Republic, and at the same time employee of the Provider's entity participating in projects of the Provider in the country of the Beneficiary.

Article 2**Subject and Scope of the Agreement**

This Agreement stipulates general terms and conditions of development cooperation between the Provider and the Beneficiary within the framework of the National Program of Official Development Assistance. The Beneficiary shall ensure the efficient use of the official development assistance provided by the Provider, adopt the measures necessary for prevention of misuse or withholding of Funds provided within the framework of this assistance and non-infringement of terms and conditions under which these Funds were provided.

Article 3**Competent Authorities**

1. The competent authorities of the Parties in connection with implementation of this Agreement are:

in the Slovak Republic:

Ministry of Foreign Affairs of the Slovak Republic
Hlboká cesta 2
833 36 Bratislava

in the Republic of Kenya:

Office of the Deputy Prime Minister
Ministry of Finance of the Republic of Kenya
Treasury Building
Harambee Avenue
P.O.Box 3007 Nairobi

2. Any communication of the competent authorities within the implementation of this Agreement shall be carried out in the English language.

Article 4**Financing**

1. Providing of Funds within the framework of the National Programme of Official Development Assistance of the Slovak Republic shall be carried out in accordance with the national law and regulations of the Provider. The same procedures shall be applied also to accounting operations connected with those Funds.

2. Payments carried out within the framework of this Agreement shall be implemented in EURO.

3. The Funds from the Slovak Aid Development Assistance Program that are being provided by the Provider or to the provision of which this contributes, shall be used exclusively for the purposes of the agreed projects/programs and within the framework of prospective approved projects/programs, except for the Article 6, Paragraph 3 of this Agreement.

Article 5**Procurement of Goods, Work and Services**

1. Procurement of goods, work and services shall be carried out in accordance with the national law and regulations of the Provider.

2. Goods and services provided by the organizations of the Provider within the framework of the official

development assistance pursuant to this Agreement shall be exempt from customs duties, taxes and any other fees collected by the Beneficiary.

3. The goods provided by the Provider within the framework of this Agreement shall become the property of the Beneficiary after the project/program is terminated.

Article 6

Conditions Applicable to the Staff (civil servants, employees) sent by the Provider

1. The Beneficiary shall inform the Embassy of the Slovak Republic in Nairobi about any extraordinary situation or state of emergency in the country. In case any of the Parties considers similar circumstances/events for force majeure, or in case it is of the opinion they could endanger implementation of the projects or programs of cooperation, any of the Parties can ask for immediate consultations. Within the framework of these consultations the Beneficiary shall provide information on all security provisions or other restrictions, concerning individuals who participate in the realization of the projects financed through Slovak Aid Development Assistance Program.

2. The competent authorities of the Provider can, in extraordinary situation or during a state of emergency in the country of the Provider, issue specific instructions to the Staff (civil servants, employees). Those instructions can also include the order to leave the territory of the Beneficiary. The Staff (civil servants, employees) that shall obey such instructions or implement other preventive actions, which are reasonable under given circumstances, shall not be made responsible for violation of obligations following from their employment contracts.

3. Costs that incur to the Provider in connection with securing safety of the Staff (civil servants, employees) shall be financed from the Funds provided by the Provider to the Beneficiary as official development assistance.

4. The Beneficiary bears all the risks that follow from or have originated in connection with activities realised within the framework of this Agreement and is responsible mainly for the settlement of all claims/complaints that the third Parties shall file against the Provider, its official institutions or its representatives, as well as companies, institutions or persons that fail under this Agreement and that follow from activities realised within the framework of this Agreement, or that are directly connected with those activities, unless the Provider and the Beneficiary agree that a particular claim arose from an act of gross negligence or willful misconduct of the Personnel (civil servants, employees).

5. The Beneficiary shall guarantee to the Staff (civil servants, employees):

a) Free movement on the territory of the country and the right to enter into the country and to leave the country within the extent necessary for implementation of the project/program;

- b) Prompt issue of all necessary permits, visas or licenses, such as, for example, the permit for stay (residence permit), the working permit and the permit to carry out specialized activities, as well as exemption from the immigration restrictions and from the obligation of registration of aliens throughout the period of duration of this Agreement;
- c) Exemption from the natural persons income tax and any other direct tax from emoluments provided by the central state authority of the Slovak Republic or by the employer that has undertaken to provide services or to supply goods based on the contract with the Slovak Agency for International Development Cooperation, either directly, or as a sub-contractor;
- d) Access to health care services and facilities of the highest quality available in the country, regardless whether they are public or private;
- e) Possibilities of repatriation during the internal or international crises, which are equal to the possibilities provided to the staff of the diplomatic missions;
- f) The right to import and re-export (free of customs duties) the professional equipment and goods that the Staff (civil servants, employees) needs for fulfilment of their tasks.

6. The Beneficiary can request withdrawal or replacement of any person from the Staff (civil servants, employees), provided by the Provider whose work or behaviour is considered for not satisfactory.

Article 7

Use of Logo

Each Party shall use a logo of the official development assistance of the Provider while implementing provisions of this Agreement, without any prior consultations or approval.

Article 8

Reservations

1. The Funds provided to the Beneficiary from the National Program of the Official Development Assistance of the Slovak Republic must not be used by the Beneficiary for payments of taxes, customs duties and fees connected with them.

2. The Provider reserves the right to request repayment of the Funds either within their full extent or a part of them, in case the Beneficiary did not use the Funds for the purpose for which they were earmarked. The Parties shall hold mutual consultations with the purpose of finding a solution before the Provider exercises its right to request the repayment of the full amount of the Funds or a part of them.

Article 9

Settlement of Disputes

Any disputes that may arise from interpretation or implementation of provisions of this Agreement shall

be settled through mutual negotiations between the Parties.

Article 10

Final Provisions

1. This Agreement is concluded for a period of three years.

2. This Agreement is subject to approval in accordance with the national law and regulations of the states of both Parties, and shall enter into force on the thirtieth (30.) day following the date of delivery of the second notification concerning this approval.

For the Government
of the Slovak Republic:
Mikuláš Dzurinda m. p.

3. This Agreement can be terminated by any of the Parties by giving written notification at least six months termination notice.

4. This Agreement may be amended or supplemented by mutual agreement of the Parties. The amendments and supplements shall be done in written form.

5. The termination of this Agreement shall not affect the completion of obligations, which are already being performed, but not completed, at the date of termination of this Agreement.

Done at Nairobi on 14th December 2011 in two originals in English language.

For the Government
of the Republic of Kenya:
Uhuru Muigai Kenyatta m. p.