

AGREEMENT

between

the Council of Europe

and

the Ministry of Justice of the Slovak Republic

**on a voluntary contribution to support the Work Programme 2018-2019
of the Group of States against Corruption (GRECO)**

This agreement, hereinafter referred to as the "Agreement", is made

BETWEEN the Government of the Slovak Republic as represented by the Ministry of Justice of the Slovak Republic, hereinafter referred to as the "Donor"

AND The Council of Europe, hereinafter referred to as the "Council of Europe"

Jointly referred to as the "Parties";

WHEREAS the Donor wishes to contribute financially to the unfunded needs of the Work Programme 2018-2019 of the Group of States against Corruption (GRECO);

WHEREAS the Council of Europe is prepared to accept and administer the contribution, offered by the Donor, in accordance with the Council of Europe Financial Regulations, and the terms set out hereinafter in this Agreement;

NOW, THEREFORE, for and in consideration of the representations, warranties and mutual agreement of the Parties set forth in this Agreement, the Parties have agreed as follows:

Article 1 – Scope and objective

- 1.1. The present Agreement regulates the award by the Donor of a contribution to the unfunded needs of the Work Programme of the Group of States against Corruption (GRECO) (VC 2031) as presented in the revised Programme and Budget 2018-2019 adopted in February 2018.
- 1.2. The contribution is awarded to the Council of Europe under the conditions stipulated in the present Agreement, made up of the clauses of the present Agreement and its Appendices.
- 1.3. The Council of Europe accepts the contribution and undertakes to resort to the contribution only for the financing of the expenses as indicated in Article 1.1.
- 1.4. The Donor shall make every effort to respect the payment dates specified in Article 2 of this Agreement. Where it is not possible to meet the relevant dates, the Donor shall inform the Council of Europe in advance.

- 1.5. The Parties agree to provide all information necessary for the good functioning of this Agreement and to apply the highest degree of transparency and accountability as well as the principles of good governance, sustainable development and gender equality.
- 1.6. The Parties shall promptly inform each other of any circumstances that interfere or threaten to interfere with the successful implementation of this Agreement. In particular, the Council of Europe shall immediately inform the Donor of any cases of suspected or actual fraud, corruption or other illegal activity that come to its attention, at any level or any stage of the use of the contribution.

Article 2 – Disbursement and use of the contribution

- 2.1 The Donor undertakes to make a contribution to the Council of Europe in an amount not to exceed 500 Euros.
- 2.2 The contribution of the Donor shall be paid in one instalment, within 30 days following the date of signature by the Parties of the present Agreement and upon presentation to the Donor of the request for payment (Appendix I).
- 2.3 The contribution shall be used by the Council of Europe from 1 January 2018 to 31 December 2019.
- 2.4 The Council of Europe shall endeavour to obtain exemption from custom duties, import/export fees, and value added tax, social taxes or similar charges, which may be due in relation to the implementation of this contribution. However, should taxes be payable, these shall be paid from the contribution.

Article 3 – Reporting

- 3.1. The Council of Europe shall keep the Donor informed of the implementation of the Agreement. To this end, the Council of Europe shall reflect the activities funded by this contribution in the annual Progress Review Reports on the implementation of the Programme and Budget, presented to the Committee of Ministers by the Secretary General. The Progress Review Report outlines for each programme line the results achieved and the resources utilised.
- 3.2 In line with the financial reporting on the Ordinary Budget, receipts and expenditure shall be presented in the Financial Statements of the Council of Europe.
- 3.3 One single final financial report shall be submitted to the donor by 31 March 2020. The report shall be certified by the Treasurer of the Council of Europe, detailing the funds received and the expenditure incurred in relation to the use of this specific contribution.

Article 4 – Audit and checks

The Contribution shall be subject to the auditing procedures laid down in the Council of Europe rules and procedures.

Article 5 – Liability

- 5.1. The financial responsibility of the Donor under this Agreement is limited to funding the amount indicated in Article 2.1. The Agreement does not provide or imply, directly or indirectly any responsibility or liability of the Donor for any other claims for damages, loss or injury from a third party, which the Council of Europe may sustain in consequence of or arising out of the use of the contribution and the contractual relationship and/or partnerships entered into by the Council of Europe for the purpose of projects funded by the contribution.
- 5.2. The contribution shall be accepted by the Council of Europe on the understanding that:
- a) The contribution shall be used and administered in accordance with the financial regulations and other applicable internal rules and procedures of the Council of Europe;
 - b) The Council of Europe commits itself only within the limits of its mandate and competence;
 - c) Extraneous factors beyond the Council of Europe's control may impede the successful implementation of projects funded by the contribution;
 - d) The Donor releases the Council of Europe from any liability for not returning the contribution partially or entirely, in the event of unsuccessful implementation of the projects funded by the contribution.
- 5.3. The Council of Europe shall not be held responsible for the unsuccessful implementation of a project funded by the contribution, resulting from the fact that the Council of Europe personnel and/or the Council of Europe contractors and partners, as the case may be, have not been granted, by the countries involved in projects financed by this contribution:
- a) access to the sites, equipment and facilities where activities are undertaken to ensure effective implementation and oversight;
 - b) the necessary site security and personnel safety;
 - c) any necessary visas and travel documents.

Article 6 – Code of conduct and conflict of interest

- 6.1. Ethical standards
The Parties shall observe the highest ethical standards during the implementation of the Agreement, and shall ensure the application of adequate and effective means to prevent unethical practices or/and behaviour. The Council of Europe confirms that its own relevant internal rules and regulations provide for the standards as established in this Article.
- 6.2. Gifts
If one of the Parties or staff members offer to give, or agree to offer or agree to give, or give to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any act in relation to this Agreement, or for showing favour or disfavour to any person in relation to this Agreement, the other Party may terminate this Agreement forthwith, without prejudice to any accrued rights of the Council of Europe under the Agreement.

6.3. Conflict of interest

The Parties shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective execution of this Agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any potential conflict of interest must be notified in writing to the other Party without delay.

The Parties should refrain from entering into any contractual relationship, which could compromise their independence or that of their personnel employed. If one of the Parties fails to maintain such independence, the other Party may, without prejudice to compensation for any damage, which it may have suffered on this account, terminate this Agreement forthwith, without giving formal notice thereof.

6.4. Professional secrecy and confidentiality

Both Parties and their personnel employed, be that contractually or nominally engaged, shall maintain professional secrecy for the duration of this Agreement and three years after completion thereof. In this connection, except with the prior written consent of the other Party, neither Party nor the personnel employed shall at any time communicate to any person or entity any information that may adversely affect the successful implementation of the Agreement. This is without prejudice to any existing obligations to disclose information to the organs of the Council of Europe, the Donor or for auditing purposes.

Both Parties undertake to preserve the confidentiality of documents and any information exchanged in pursuance of the present Agreement.

Article 7 – Assignment

The present Agreement, and all rights and obligations attached thereto, may not be assigned to a third party without the prior agreement of the parties to the Agreement.

Article 8 – Entry into force – duration, amendments and termination

8.1. This Agreement shall enter into force when signed by both parties and shall remain in force until the complete execution of the obligations deriving from the Agreement.

8.2. The Agreement can be modified by mutual consent at the initiative of either party. Any modification of the Agreement shall be subject to the written approval of both parties.

8.3. Should a party fail, without any justification, to fulfil any one of its essential obligations under the present Agreement, the other party may terminate the present Agreement by serving a one month written notice and without being required to pay compensation.

8.4. If, for reasons beyond the reasonable control of the Council of Europe, it becomes impossible or extremely difficult to pursue implementation of the Agreement, the Council of Europe may terminate the present Agreement, without giving notice and without paying compensation of any kind.

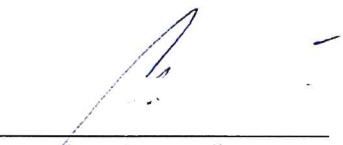
Done in two originals in the English language.

Strasbourg, 22 October 2018

For the Government of the Slovak Republic

Strasbourg, 9 October 2018

For the Council of Europe



Ambassador Marek Eštok
Permanent Representative of the Slovak Republic
to the Council of Europe



Mrs. Gabriella Battaini-Dragoni
Deputy Secretary General