

**NGO raum AU**

Meškova ulica 3, 2380 Slovenj Gradec,  
represented by Rado Carlo Poggi  
Tax number or VAT ID: 62206257  
(hereinafter referred to as »dolina:dialoga fund manager«)

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

represented by \_\_\_\_\_  
Tax number or VAT ID: \_\_\_\_\_  
(hereinafter referred to as »dolina:dialoga beneficiary«)

have reached the following

## Project implementation agreement in the context of the *dolina:dialoga* fund

Contract no. raumAU-dd-XX-2023

### Introductory provisions

#### Article 1

- 1 (1) The fund manager and the beneficiary initially establish:
- that this agreement is concluded on the basis of the publicly accessible call for proposals under the dolina:dialoga fund and the notice of selection of the project idea (hereinafter referred to as the "decision");
  - that the call for proposals was carried out by the fund manager.

## Special conditions

### Article 2 – Purpose

- 2 (1) The purpose of this agreement is to regulate the rights and obligations relating to the allocation of funds from the dolina:dialoga fund for the implementation of the project entitled: \_\_\_\_\_  
(hereinafter referred to as the "project")
- 2 (2) The beneficiary receives funding for the implementation of the project in accordance with the terms and conditions of this agreement and the annexes forming an integral part of the agreement, of which the beneficiary declares that he/she is aware and accepts.
- 2 (3) The beneficiary accepts the funding and agrees to take full responsibility for the implementation of the project.
- 2 (4) In the event that partner organisations are also involved in the project, the beneficiary shall regulate its relations with the partners by concluding a partnership contract, which shall form an integral part of this agreement and shall be annexed hereto.

### Article 3 – Project duration and implementation period

- 3 (1) The agreement enters into validity on the date of signature by all the parties.
- 3 (2) Implementation of the project will begin \_\_\_\_\_.
- 3 (3) The implementation period of the project is in accordance with Annex I and lasts until \_\_\_\_\_, and is equal to \_\_\_\_ months.

### Article 4 – Project funding

- 4 (1) The total eligible costs of the project are \_\_\_\_\_ EUR.
- 4 (2) The *dolina:dialoga* fund may finance up to 100 % of the project cost.

#### Article 5 – Final reporting and payments

- 5 (1) The beneficiary must prepare and submit a final report, which is the basis for the final payment. The final report includes a synthesis part, in which the beneficiary must prepare and submit a description of the project, a maximum of one A4 page, photo documentation of all activities carried out, a compilation of media publications and all printed materials produced during the project. The final report shall be submitted by the beneficiary together with the payment request in accordance with Annex II. The beneficiary shall receive an advance payment of 70% of the funds on the basis of an advance payment request submitted to the fund manager at the time of signing the agreement.

The beneficiary will submit the final report according to the following dynamics:

Report	Reporting period	Deadline for submitting the report
Final report		

The final payment will be disbursed to the beneficiary after the beneficiary has submitted its final report on the implementation of the project and the fund manager has approved it.

- 5 (2) The beneficiary may request an exceptional interim payment of up to 20% of the approved funds at any time for objective reasons. If the contract administrator approves the exceptional interim payment, the amount granted shall be deducted from the next regular payment.
- 5 (3) Interim payments shall be based on the preparation of an interim report, which shall be submitted by the beneficiary, together with a request for payment of the corresponding share of the funds, to the fund manager within the time limit set out in point 5(1). The manager shall examine the report together with the request for payment and invite the beneficiary to make any amendments. The beneficiary shall submit the additions within 10 working days. On receipt of the duly completed report, the administrator shall endorse the payment request in writing and forward it for payment. At the same time, he shall issue a written attestation that the tasks have been carried out in accordance with this agreement.

- 5 (4) The Contract Administrator may reject the report in its entirety and require the report to be redelivered if the report is in such a state that it cannot be examined or if it contains so many discrepancies and errors that it would take a disproportionate amount of time to complete. The assessment of whether it would take a disproportionate amount of time to complete the report shall be an autonomous and independent decision of the fund manager.
- 5 (5) The final payment is based on a final report. The beneficiary shall submit the final report set out in point 5(1), together with an accompanying request for payment of the final balance to the fund manager within the time limit set out in point 5(1). The fund manager will examine the final report and invite the beneficiary to make any additions. The beneficiary shall deliver the amendments within 10 working days. On receipt of the duly completed final report, the Fund Manager will approve the payment request in writing and submit it for disbursement.
- 5 (6) The deadline for interim and final payment is 30 days after the date of each written confirmation from the fund manager.  
If payment is due on a public holiday, Saturday or Sunday, payment will be made on the first working day following the due date.
- 5 (7) All payments under this Contract will be made to the following bank account:  
*Transaction Account No (IBAN):* \_\_\_\_\_;  
*Bank:* \_\_\_\_\_, *branch:* \_\_\_\_\_,  
*Account holder:* \_\_\_\_\_.

#### **Article 6 – Obligations of the beneficiary**

- 6 (1) The beneficiary commits to use the funds granted and received strictly for the purpose and exclusively for the implementation of the activities as foreseen in Annex I of this contract, as evidenced by the final report and the relevant project documentation.
- 6 (2) The beneficiary will inform the fund manager in writing in advance of any change in the project's financing, content and timing. Changes of substance are possible provided that they do not alter the original purpose of the project.  
In the case of major modifications to the project, the beneficiary

must inform the Fund Manager in writing. If the changes are approved, an amendment to the contract will be concluded. The following are considered as major modifications:

- changing partners in a project,
- changes between the main headings of the financial plan which together account for more than 20% of the total value of the project,
- other major changes of substance that may affect the achievement of the project's objectives and results.

6 (3) If, after signing the contract, the beneficiary finds that he/she will not be able to carry out the project, he/she must immediately inform the fund manager in writing.

6 (4) In the event of objective reasons affecting the delay in the implementation of the project, the beneficiary may apply to the fund manager for an extension of the project for a maximum of 3 months. The beneficiary must justify the request in writing.

In any event, the fund manager reserves the right to consult all documentation relating to the implementation of the project.

6 (5) The beneficiary must keep separate accounting records for the project and retain all project documentation for at least 10 years after completion of the project.

6 (6) The beneficiary commits to carry out all the proceedings of the project in accordance with the applicable legal regulations and the instructions of the fund manager.

6 (7) For the procurement of goods and services, the beneficiary will comply with the provisions of the applicable Public Procurement Act.

6 (8) The beneficiary commits to publicise the fact that the project has been developed in cooperation with and is realised with the financial support of the *dolina:dialoga* fund. In particular, the beneficiary must mention the *dolina:dialoga* fund and their financial contribution in all information given to the project target group, in its internal and annual reports and in all public relations. In all communications about the project, where appropriated, the

beneficiary must use the logo of the *dolina:dialoga* fund. Guidelines on branding and communication are attached as Annex III to this Contract.

## **Article 7 – Monitoring the target allocation of funds**

- 7 (1) The beneficiary agrees to ensure that authorised persons of the fund manager and other relevant authorities have access to and inspect the physical results of the project and the documentation relating to the project.
- If, on the basis of the inspections, it is established that the beneficiary has received funds unduly, the beneficiary shall reimburse the funds unduly received, together with the legal interest from the date of the transfer until the date of reimbursement.
- 7 (2) By signing the contract, the beneficiary guarantees that it has not received any other funding for the implementation of the project activities subject to the funding from the *dolina:dialoga* fund. If the beneficiary has also obtained funding from other sources for the implementation of the project activities, he/she is obliged to submit to the fund manager, within 30 days of becoming aware that he/she has received or has been granted funding for the project activities from several sources, a comprehensive financial structure and a clear delineation of the sources of funding. The fund manager has the right to inspect all the project documentation of the projects included in the overall financial design. If it is subsequently established that the beneficiary has been reimbursed from another source for costs that should have been covered by the *dolina:dialoga* fund, the fund manager may withdraw from this contract and demand repayment of the funds paid, together with default interest from the date of payment until the date of reimbursement.
- 7 (3) By signing the agreement, the beneficiary guarantees that all the information provided in the application for the call for proposals is true and accurate and that all the documentation submitted is authentic. If it is subsequently established that the beneficiary has obtained the funds on the basis of false statements or information, the beneficiary shall be obliged to reimburse the funds already disbursed, together with default interest from the date of payment until the date of reimbursement.

#### Article 8 – Contract administrators

- 8 (1) The contracting parties agree to take all steps necessary for the fulfilment of this agreement and to act as good stewards.
- 8 (2) The parties to the agreement appoint the following administrators for the agreement:

on behalf of the fund manager: **Rado Carlo Poggi,**

Tel.: +386 (0)40 - 39 44 86,

e-mail: [radopoggi@raumau.eu](mailto:radopoggi@raumau.eu)

on behalf of the beneficiary: \_\_\_\_\_,

tel.: \_\_\_\_\_,

e-mail: \_\_\_\_\_.

### Final provisions

#### Article 9 – Final provisions

- 9 (1) In the event of a change in the status of the beneficiary during the term of this agreement, all obligations under this agreement shall be transferred to its successor in title, provided that the successor in title fulfils all the conditions that were fulfilled by the beneficiary.
- 9 (2) Any disputes arising out of or in connection with this agreement may be settled amicably between the parties. In the event that no agreement can be reached, the court in Slovenj Gradec has jurisdiction to settle disputes..
- 9 (3) Either party may propose amendments and modifications to this agreement, which are valid only if they are made in writing as an annex to this agreement.
- 9 (4) In the event of any inconsistency between the provisions of the annexes and the provisions of this agreement, the provisions of this agreement prevail.
- 9 (5) The agreement is drawn up in two identical copies, of which one (1) copy shall be given to the fund manager and one (1) copy to the beneficiary.

#### Article 10 – Annexes to the agreement

- 10 (1) The following documents are attached to the agreement and are binding for all parties as an integral part of the agreement:

Annex I: form APPLICANT *dolina:dialoga* and form

# dolina:dialoga

PROJECT *dolina:dialoga*  
Annex II: Payment request  
Annex III: Guidelines on branding and communication

**For the beneficiary:**

\_\_\_\_\_  
Datum:

Signature:

**For the fund manager:**

Rado Carlo Poggi

Datum:

Signature: