



## EU COMMUNITY STABILISATION PROGRAMME IV (EU-CSP IV)

01 Nr./Br. 413101-292/6

Data/Datum 07.12.2020

Gjakovë-Djakovica-Gjakova

### DECLARATION BY THE PROGRAMME BENEFICIARIES

This Declaration (the "Declaration") is entered into between the **International Organization for Migration** ("IOM") of Lidhja e Pejës, Pristina, and **Municipality of Gjakovë/Djakovica** represented by Mayor **Ardian Gjini** (the "Beneficiary") with address: **Gjakovë/Djakovica Municipality**.

The EU-CSP IV is an EU-funded programme managed by the European Union Office in Kosovo and implemented by IOM Kosovo (hereinafter referred to as the "Programme"), dedicated to contribute to reducing poverty, improving livelihoods, and increasing employment opportunities in 38 municipalities of Kosovo. This is done through the provision of financial and technical assistance to members of these communities to foster the establishment of micro enterprises and community improvement initiatives.

The Beneficiary's Project Proposal has been approved by the Project Approval Committee (PAC) and forms an integral part of this Declaration, on the basis of the Beneficiary's Details under Section 1 of this Declaration, the Beneficiary's Obligations under Section 2 of this Declaration and the detailed listing of investment and equipment under Section 3.1.

#### 1. Beneficiary's Details

1.1. Project title:	FURNITURE & PLAYGROUND FOR PRESCHOOL INSTITUTION GANIMETE TERBESHI
1.2. Beneficiary's (Municipal representative) Name and Telephone:	Ardian Gjini municipality mayor Armend Behluli Head of MOCR 038-200-44-001; +383-45-103-818
1.3. Project Code:	GJK-102-CO
1.4. Project Location:	Gjakovë/Djakovica Municipality
1.5. Business Name:	N/A
1.6. Business registration No.:	N/A
1.7. Total Budget:	14,720.00
1.8. EU-CSP IV contribution:	11,720.00
1.9. Beneficiary's (Municipal Co-funding) direct contribution:	3,000.00 € (Gjakovë/Djakovica Municipality)
2.0. Beneficiary In kind contribution:	N/A
2.1. No. of new staff:	N/A

## 2. Obligations of the Beneficiary

- 2.1. Prior to receiving assistance from IOM and/or during the implementation of approved project proposal, the Beneficiary is obliged to attend the entrepreneurship skills training as arranged by IOM.
- 2.2. The Beneficiary is obliged to use the contribution and equipment provided by the IOM **for the exclusive purpose of the enterprise stated in the Project Proposal** approved by the IOM and the EU-CSP IV Project Approval Committee.
- 2.3. The Beneficiary is obliged to provide proof of employment of **0** (number of staff) **new staff** as described in Beneficiary Details through submitting to IOM a copy of employment contracts with each of new employees for a minimum 12 months in accordance with applicable local labour laws.
- 2.4. The beneficiary is not permitted to sell, rent, lease, dispose, or transfer the equipment provided by IOM within **10 (ten) years** from the date of delivery record of the equipment signed by the Beneficiary (the "date of delivery").
- 2.5. The Beneficiary is obliged to provide an in-kind contribution to \_\_\_\_\_ in a total value of **EUR** \_\_\_\_\_ (spell out the amount in brackets) as indicated in the approved Project Proposal. This action should take place within the first six months from the date of delivery.
- 2.6. The Beneficiary is not allowed to move the equipment from the agreed project location within **10 years** from the date of delivery without prior written confirmation of IOM.
- 2.7. The Beneficiary will be solely responsible for the proper usage, care, maintenance, and storage of the equipment made available by IOM.
- 2.8. The Beneficiary shall be solely responsible for and hold IOM harmless from any damage or consequence arising from or related to the use of the equipment, including any damage or injury to the Beneficiary and/or its employees caused by the use of equipment. This obligation shall survive the termination or expiry of this Declaration.
- 2.9. The Beneficiary is obliged to inform IOM in advance of any changes in the plan of execution of the project due to internal or external circumstances and to make available any financial records or information to IOM as requested.
- 2.9a. The Beneficiary is obliged to make the suitable renovations to the business location in accordance with the approved project proposal for the correct functioning of the business. The Beneficiary is obliged to ensure the secured and sealed premise for placing the equipment within 10 days of the signature of this Declaration and to report to IOM once this obligation is completed.
- 2.9b. The Beneficiary shall coordinate with IOM for transferring **EUR 3,000.00** (three thousand euros) to the IOM Bank account prior to project implementation. The proof of transfer shall be sent to the IOM immediately. These funds are the Beneficiary's contribution to the specific project and are to be used only for the purchasing of the requested equipment. These funds shall not be disbursed from IOM's bank account to contractor/service provider before the goods receipt is confirmed by the Beneficiary.
- |                 |                        |
|-----------------|------------------------|
| Name:           | Raiffeisen Bank Kosovo |
| Account number: | 1501001000419617       |
| Recipient name: | IOM                    |
| Swift code:     | RBKORS22               |
- 2.10 The Beneficiary shall be solely and fully accountable for ANY claim for losses, liabilities, injuries, or damages arising out of or in connection with acts or omission of acts related to the project or this Declaration including but not limited to any accident or injury of the Beneficiary or any project staff, employee or person working for the Project, or for any injury to any person or damages or loss of properties arising from the project or any act or omission of the Beneficiary or any project staff, employee or person working for the Project.

- 2.11 The Beneficiary accepts that he/she may be rendered ineligible to receive assistance without prior notice if there is substantial cause for doing so, including, but not limited to cases in which:
- He/she provided incorrect or fraudulent information about facts that may affect eligibility for the assistance; and
  - His/her behaviour and/or the behaviour of his/her staff is/are damaging to the interests of IOM, its partners and/or donors.

2.12 The Beneficiary shall:

- Take all appropriate measures to prohibit and prevent actual, attempted, and threatened sexual exploitation and abuse (SEA) by any person working for the Project ("other personnel"). For the purpose of this declaration, SEA shall include:
  - Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
  - Engaging in sexual activity with a person under the age of 18 ("child"), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel.
- Strongly discourage any person working for the Project and other personnel having sexual relationships with other IOM beneficiaries.
- Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- Not him/herself engage in SEA or have sexual relationship with other IOM beneficiaries.
- Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate cessation of assistance by IOM who may bring the matter to the attention of appropriate national authorities.

### 3. Obligations of IOM

3.1. IOM will, subject to its receipt of the money to IOM bank account as per Section 2.9b, provide to the Beneficiary the equipment listed below in accordance with approved Project Proposal

LIST OF EQUIPMENT (Inventory and other support equipment (machinery, goods, etc))					
Nr.	Item	Item description	Unit	Quantity	Value in €
1.	Supply and transport of Beds for kindergarten	Standard bed for children with dimension 120 cmx60cm. Made by laminated wood.	Each	20	1,800.00
2.	Supply and transport of Mattresses for beds	/For children's 3-5 years with dimensions 130x60	Each	75	1,050.00
3.	Carpets for 4 classrooms with different designs for kindergarten	/Dimensions 7,30x2.70m, 5x4m, 5.90x5.30, 6.50x4m	Each	4	1,600.00
4.	Wardrobe for hanging the jackets	/Dimensions 130cm x90cm. Made by plywood. Different colors with shelves According to the photo attached	Each	5	550.00
5.	Wardrobe for shoes	/Dimensions 200cmx90cm . Made by plywood	Each	3	300.00
6.	Tables for working activities	/Tre angle with dimensions 100cm x60cm different colors which can be interlinked with each other. Made by plywood , different colors according to the photo attached .	Each	12	960.00
7.	Chairs for preschool children	/Dimensions 60cm x34cm , Different colors. Compatible with preschool tables. Made plywood	Each	75	1,050.00
8.	Tables for kitchen with seats in both sides	/Dimensions 150cm x60cm mobile with wheels. Made by plywood and metal	Each	8	1,560.00
9.	Wardrobe with different colors	for placing the books and toys for each child/Dimensions 150 cm x150cm . Each wardrobe to have 18 small lockable cabinets.	Each	6	900.00
10.	Air conditioner 12th BTU UNV with cooling and heating	with holders and pipes and montage . Voltage : 220-230 V Power (BTU) : 12000 BTU Noise (dBa) : 56/62 dBa. Energy Class : A++/A+ Type of gas : R410.Power : 3.52/3.81 kW. Surface covering : 20-25 m <sup>2</sup> Heating capacity (BTU) : 12000 BTU Cooling capacity : 12000 BTU. Heating	Each	3	960.00



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		power consumption (kW) : 1.025 kW. Cooling power consumption (kW) : 1.088 kW .Indoor Air Volume (m <sup>3</sup> /h) : 520 m <sup>3</sup> /hSize : 80.2x18.9x29.7 cm			
11.	Playground toys Play structure	/Product code E-01 set with slides and swings/Age: 3– 12 Years, Manual Installation: 22 - 25 hours 2 persons Weight: 530 kg , Free height of fall: 1700 mm, Safety area: 65.0m <sup>2</sup> . Impregnated wood with diameter 100mm and length 2000mm. Metal constructions with a diameter of Ø32 mm must all be galvanized . Plywood 21mm The product is protected and treated with Polyester color at a temperature of + 180 degrees Celsius. Anchoring should be done with metal elements reinforced with prefabricated concrete · Rope mesh with 5 steel threads with a thickness of 16mm Welding's are made and tested according to European standards: ISO 9606-1 · Elements from metal construction with a diameter of 1114 mm and a thickness of 3 mm Production and installation of equipment must be done according to European norms EN-117 · Timber must be certified by the international forest organization FSC-STD-40-004, V3-0	Set	1	2,750.00
12.	Playground toys single point see seesaw	Product number V-02 2-6 years /Product type: Single – point seesaw, Series: MOMENT Age: 2 – 6 Years, Manual Installation: 2 - 3 hours, 1 persons, Weight: 28 kg Free height of fall: 549 mm, Safety area: 7.2 m <sup>2</sup> . Shock absorbers made of metal Ø200mm with a thickness of 20 mm . Anchoring should be done with metal elements reinforced with prefabricated concrete · Plastic holding gloves. The part where the children sit is a Polyester tile with a thickness of 20 mm. Production and installation of equipment must be done according to European norms EN-117 Timber must be certified by the international forest organization FSC-STD-40-004, V3-0	Each	1	300.00
13.	Playground toys Springers	Product number V-01 2- 6 years/Product type: Springers Series: MOMENT, Age: 2 – 6 Years, Manual Instalation:2 – 3 hours 1 persons Weight: 28 kg, Free height of fall: 602 mm,Safety area: 7.2 m <sup>2</sup> . Shock absorbers made of metal Ø200mm with a thickness of 20 mm . Anchoring should be done with metal elements reinforced with prefabricated concrete · Plastic holding gloves	Each	1	320.00



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		. The part where the children sit is a Polyester tile with a thickness of 20 mm. Production and installation of equipment must be done according to European norms EN-117 Timber must be certified by the international forest organization FSC-STD-40-004, V3-0			
14.	Playground toys single point seesaws	/Product number V-05 2-6 years /Product type: Single – point seesaw, Series: MOMENT Age: 2– 6 Years, Manual Instalation: 1- 2 hours 1 persons, Weight: 45 kg, Free height of fall: 480 mm, Safety area: 6.50. Play wood 21mm. Shock absorbers made of metal Ø200mmm with a thickness of 20 mm · Anchoring should be done with metal elements reinforced with prefabricated concrete. Plastic holding gloves	Each	1	420.00
15.	Concretization toys	Different types of wooden toys, animals, puzzles for kindergarten /preschool kids	Set	4	200.00
<b>TOTAL AMOUNT APPROVED:</b>					<b>14,720.00</b>
<b>ADMINISTRATIVE COSTS:</b>					<b>0</b>
<b>TOTAL COSTS:</b>					<b>0</b>
<b>IOM/ EU-CSP IV CONTRIBUTION :</b>					<b>11,720.00</b>
<b>BENEFICIARY (MUNICIPALITY) CONTRIBUTION:</b>					<b>3,000.00</b>

- 3.2. IOM will retain the full ownership of the equipment for the period of **10 years** from the date of the delivery of equipment. Upon the expiration of the **10 years**, the ownership of the equipment will be transferred automatically from IOM to the Beneficiary, subject to 3.4 and 3.5. In the event that any of the equipment is lost, damaged, stolen, sold or moved from the place agreed for storage or for use, the Beneficiary shall be obliged to return the contribution made by IOM under EU-CSP IV programme in full within one month from IOM's written request, unless otherwise agreed in writing by IOM.
- 3.3. IOM may conduct regular monitoring visits to the project site anytime during the **10 years** period to ensure the accomplishment of the enterprise's objectives, activities and its timely completion within the deadline.
- 3.4. IOM reserves the right to repossess any equipment or material assistance that is made available to the beneficiary in the event that it is used in any way that contravenes the terms of this Declaration. In such event, the Beneficiary shall return the equipment within one week from the date of IOM's written notice and will be fully responsible for all transportation costs, unless otherwise agreed in writing by IOM.
- 3.5. IOM may terminate this Declaration at any time by giving written notice to the Beneficiary. In the event of termination, the Beneficiary shall return the equipment within one week from the date of IOM's written notice and will be fully responsible for all transportation costs, unless otherwise agreed in writing by IOM.

#### 4. Consent to processing of personal data



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- 4.1. In order to participate in the Programme, the Beneficiary consents to the processing (including collection, retention, and sharing) of his/her personal data, including Ardian Gjini, Gjakovë/Djakovica Municipality, and understands that that it is necessary for the provision of assistance under the Programme.
- 4.2 The Beneficiary acknowledges that he/she has been informed that the specified and additional purpose(s) for which her/his personal data is processed are:
- To provide the Beneficiary funds for his/her Project Proposal under the EU Community Stabilisation Programme IV (EU-CSP IV).
  - To promote the work of IOM and its donors, and the efforts related to the assistance given to displaced persons and returnees, through public/social media.
- 4.3 The Beneficiary hereby authorizes IOM and any authorized person or entity acting on behalf of IOM to process (including collect, use, share and dispose) the personal data provided in relation to his/her participation in the Programme.
- 4.4 The Beneficiary acknowledges and agrees that his/her personal data will be shared with and processed by IOM to achieve the specified purpose(s) indicated above. In handling personal data that Beneficiary will provide, IOM will comply with its Data Protection Principles.
- 4.5 The Beneficiary understands that IOM may disclose his/her personal data [Ardian Gjini Gjakovë/Djakovica municipality] to EU CPS IV and the [EU Office in Kosovo] for the purposes of [Programme advertisement].
- 4.6 The Beneficiary understands that he/she may access and rectify the personal data provided on request by contacting IOM at (e-mail/address). The Beneficiary agrees that withdrawal of his/her consent may result in IOM being unable to provide the assistance described above.
- 4.7 The Beneficiary declares that the information provided to IOM in relation to this Declaration is true and correct to the best of his knowledge. The Beneficiary agrees to release, discharge and to hold harmless IOM, its officers, employees and agents from any liability or damage caused, directly or indirectly, to himself/herself, his/her staff, family or relatives in connection with this authorization by virtue of the use or disclosure of personal data for the purpose(s) as described above.

## **5. Final clauses**

- 5.1 Any dispute, controversy or claim arising out of or in relation to this Form, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between IOM and the Beneficiary. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by IOM and the Beneficiary in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.

- 5.2 Nothing in or relating to this Declaration shall be deemed a waiver, express or implied, of any of the privileges and immunities of the IOM as an intergovernmental organization.
- 5.3 The Beneficiary and its staff shall not, in any event, be considered an employee, official, staff members, and agent of IOM.
- 5.4 IOM may use beneficiary's name and photos taken, as well as quote the beneficiary, for the purpose of presenting the story in an IOM publication. The material may be used in information materials produced by IOM, including the IOM website during the course of the programme.
- 5.5 This Declaration will enter into force upon signature by the Beneficiary and by IOM. It will remain in force until the ownership of the equipment is transferred to the beneficiary in accordance with Section 3.2, or until this Declaration is terminated by IOM in accordance with Section 3.5 and the equipment is returned to IOM in the conditions satisfactory to IOM. Amendments may be made by mutual Declaration in writing between the IOM and the Beneficiary.
- 5.6 The Beneficiary accept the contents of this Declaration and undertakes to return it, signed and dated to the IOM Mission in Kosovo. Beneficiary agrees that failure to do so may result in his/her ineligibility to receive assistance.

THE BENEFICIARY HAS READ AND UNDERSTOOD THIS DECLARATION, AND HEREBY UNDERTAKES TO ABIDE BY THE IMPLEMENTATION PLAN AS DETAILED IN THE IOM APPROVED PROJECT PROPOSAL

IOM/EU-CSP IV Beneficiary (Municipality Mayor):

ARDIAN GJINI

Place and Date:

  
Gjakova 07.12.2020

IOM/EU-CSP IV Beneficiary (MOCR Representative):

ARMEND BEHLULI

Place and Date:



Received and acknowledged by:

IOM Chief of Mission



Date:

7.12.2020



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