

MEMORANDUM OF UNDERSTANDING

between

Medici per la Pace ODV



dai diritti alla salute

and

the Capital City of Slovak Republic – Bratislava



PREAMBLE

**This Memorandum of Understanding
comes into force from the 3rd month of 2024
and it is made between:**

Medici per la Pace ODV a non-profit organisation

seat: Via G. Cotta, 4 37131 Verona,

FC 93147060235,

represented by Mr. Fabrizio Abrescia, President,

(Hereinafter: "Medici per la Pace")

and

Capital City of Slovak Republic Bratislava

seat: Primaciálne námestie č. 1, 814 99 Bratislava, Slovak Republic,

IČO: 00 603 481,

represented by Mgr. Lenka Antalová Plavuchová, deputy Mayor

(Hereinafter: "Capital city Bratislava")

(Medici per la Pace and the Capital city Bratislava may be referenced individually as "Party" and collectively as "Parties".)

Article 1.

Following the successful cooperation based on the previous Memorandum of Understanding, which was signed on 28 February 2023, the Parties hereby declare their interest in further cooperation, in accordance with the terms outlined in this new Memorandum.

The purpose of this Memorandum is to establish a good-faith foundation between the Parties for the collaborative efforts that are mutually beneficial. The Parties agree to work together in a coordinated manner to achieve the collective desire of the partnership. This Memorandum is not legally binding and enforceable for the Parties and cannot directly or indirectly give rise to and establish any rights, claims, obligations and liabilities of the Parties regardless of any other provision of this Memorandum.

Article 2.

Medici per la Pace and the Capital City of Bratislava jointly declare their mutual interest in improving the situation of the severely marginalised homeless people in Bratislava. Both Parties believe it is fundamental for the society to care for the most vulnerable individuals, and by providing access to and delivery of basic needs services ensure their survival and satisfy their right to "life with dignity".

The above corresponds with the commitment of the Capital City of Bratislava stated in the Community plan for the social services 2030 (Strategic goal 5: Development of a quality and affordable service network for homeless people with an emphasis on dignity, safety and ending urban homelessness) approved by the City Council of Bratislava on 23 May 2022.

It also reflects the worldwide mission of Medici per la Pace to improve the health, social and educational conditions of people in need; fight against poverty, ignorance, discrimination and injustice; offer social and health services to people in need, regardless of nationality, ethnicity, culture, gender or religion.

Article 3.

This Memorandum reflects the agreement reached between the both Parties concerning development of an international cooperation project aimed at delivering and improving integrated health care and social services to the homeless people in Bratislava (hereinafter - the Project) through collaboration with a local non-profit organization (hereinafter - the Implementing Partner).

Article 4.

The Capital City of Bratislava endorses the collaboration with the Implementing Partner selected by the Board of Directors of Medici per la Pace on 26 May 2022 based on their evaluation of the submitted concept notes/project proposals.

Article 5.

Medici per la Pace will secure non-reimbursable funding for the implementation of the Project in accordance with the Grant Agreement concluded between Medici per la Pace and the Implementing Partner in accordance with Article 6 of this Memorandum.

Article 6.

Project management and expenditures will adhere to the regulations, rules, policies and procedures agreed upon by Medici per la Pace and Implementing Partner in written Grant Agreements.

Article 7.

The Capital City of Bratislava and Medici per la Pace agree to back the implementation of the Project by providing a supportive environment and ensuring transparent and respectful communication. For the avoidance of any doubt, Parties have agreed that this Memorandum enters into force free of charge.

Article 8.

The cooperation defined by this Memorandum shall take effect on the day after publishing the Memorandum.

The parties have agreed that this Memorandum is concluded for an indefinite period.

The validity of this Memorandum may be terminated by written agreement of the Parties. This Memorandum may also be terminated by written notice, while the notice period is one (1) month and shall commence on the first day of the month following the month in which the notice was delivered to the other Party of the Memorandum.

Article 9.

In the event of a dispute arising from the implementation of this Memorandum, the Parties shall consult each other with the aim of reaching an agreement.

Article 10.

This Memorandum of may be amended only subject to written permission by Medici per la Pace and the Capital City of Bratislava. No party can decide on behalf of the other party or interfere with its obligations.

Article 11.

In the case of contingencies (force majeure) which would obstruct or prevent the realization of the Memorandum between Medici per la Pace and the Capital City of Bratislava, they could be exempt from the obligations set forth herein.

Article 12.

This Memorandum of Understanding shall enter into force on the day of the signature from both Parties and shall come into effect the day after it is published on the website www.crz.sk according to the regulation § 47a par 1 of the civil code together of the regulation § 5a on the act n. 211/2000 Z. z. regarding the free access to the information and later changes.

The parties agreed that the publication of the Memorandum will be ensured by the Capital City Bratislava.

The relations between parties not expressly regulated by this Memorandum shall be governed by the respective provisions the Slovak Civil Code and/or relevant valid Slovak legislation.

For the avoidance of doubts, the Parties state that their further cooperation will be governed only by the regulations of this Memorandum and any unfulfilled obligations pursuant to the Memorandum of Understanding signed on 28 February 2023 shall be replaced by obligations pursuant to this Memorandum.

This Memorandum is made in four (4) copies, two (2) in English and two (2) in the Slovak language, where each party hereto shall retain one in each language. In case of a dispute, the parties agree that the version written in English will be relevant for the interpretation of this Memorandum.

Parties declare that they have properly and thoroughly read the content of this Memorandum, understand its content, and that this Memorandum is a manifestation of their free and serious will, which is confirmed by the signatures of persons authorized to act on the behalf of Parties.

For Medici per la Pace:



Mr. Fabrizio Abrescia
DAI DIRITTI ALLA SALUTE
President

Medici per la Pace

For Capital City of Slovak Republic - Bratislava:

In Bratislava:



Mrs. Lenka Antalová Plavuchová
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deputy Mayor