

TRANSITION

**CONTRACT
CONCERNING THE IMPLEMENTATION OF A LOCAL SMALL SCALE PROJECT WITHIN THE FRAMEWORK
OF THE TRANSITION PROMOTION PROGRAM
OF THE CZECH REPUBLIC**

BETWEEN

Czech Republic – Ministry of Foreign Affairs

Represented by: Petr Mikyska, Ambassador Extraordinary and Plenipotentiary of the Czech Republic to Georgia (hereinafter referred to as the “**Diplomatic Mission**”)

Bank account number: GE87TB0600000000609025

Swift code: TBCBGE22

Bank name: TBC BANK

Address: 11 Ilia Chavchavadze Avenue, Tbilisi

Account holder: Embassy of the Czech Republic

AND

INSTITUTE FOR DEVELOPMENT OF FREEDOM OF INFORMATION (IDFI) (hereinafter referred to as the “**Beneficiary**”)

Acting by and through: Giorgi Kldiashvili, Executive Director

Bank account number: GE45BC0000000365886619

Swift code: BAGAGE22

Bank name: Bank of Georgia JSC

Address: 29a Gagarin street, Tbilisi 0160, Georgia

Account holder: Institute for Development of Freedom of Information (IDFI)

**Article I
Subject and Scope of the Contract**

1. The subject of this Contract is the implementation of a local small scale project “**Advancing the capacity of CSOs and the Media in the field of Freedom of information and freedom of speech**”, project number **20-23GE01** by the Beneficiary within the framework of the Transition Promotion Program of the Czech Republic, as specified in the Appendix (Local Small Scale Project Identification Form) to this Contract (hereinafter referred to as the “**Project**”).
2. The Diplomatic Mission shall pay to the Beneficiary the costs of the Project up to the maximum amount of **CZK 399,993** in accordance with the Identification Form in the Appendix to this Contract.
3. The Beneficiary shall implement the Project and shall use the funds provided by the Diplomatic Mission solely for the purposes of the Project, in accordance with the terms and conditions set out in this Contract and its Appendix.

Article II Payment Arrangements

1. The Diplomatic Mission shall provide to the Beneficiary funds in the form of 2 (two) accountable advances. The first advance instalment shall amount to 40% of total Project budget and cover a period no longer than 3 months, depending on the actual progress of the Project. The second instalment shall be made after the submission of the financial report and relevant accounting documents evidencing the actual progress of the Project, once the report and deliverables are monitored and approved by a duly authorized representative of the MFA-Embassy Tbilisi.
2. The Beneficiary shall submit to the Diplomatic Mission original accounting documents for the costs related to the Project, as detailed in the Appendix. In case of the first advance payment, the Beneficiary shall submit to the Diplomatic Mission accounting documents evidencing the actual progress of the Project within 90 days from the date of the above advance payment.) Within 30 days from the receipt of accounting documents by an authorized representative of the Diplomatic Mission, the Diplomatic Mission shall account for the above advance payment and either release funds for the next advance payment or request the Beneficiary to return the unused portion of the above advance payment. In case of the second advance payment, the Beneficiary shall submit to the Diplomatic Mission accounting documents evidencing the actual progress of the Project no later than 15th October of the relevant year.
3. The money shall be transferred to the Beneficiary or returned to the Diplomatic Mission no later than on 15th October of the relevant year.
4. The payment shall be made in Georgian Lari through bank transfer. The total amount in Georgian Lari shall not exceed the total amount in CZK specified in Article I, paragraph 2 of this Contract. The conversion shall be made at the exchange rate published by the Ministry of Foreign Affairs of the Czech Republic on the day of the provision of payment to the Beneficiary.

Article III Rights and Obligations of the Contracting Parties

1. The Diplomatic Mission may, at its discretion, conduct monitoring and evaluations of the Project.
2. The Beneficiary shall implement the Project in accordance with the Identification Form in the Appendix to this Contract. The Beneficiary shall notify the Diplomatic Mission in writing in advance about any changes to the Project activities or budget. In case the transfers between any categories of the Project budget are to exceed 20% of the total amount of the budget category from which the funds are transferred, the Beneficiary shall request prior approval from the Diplomatic Mission at least two weeks before the execution of the change envisaged and on 30th September at the latest. The request shall include a draft of the updated Identification Form. Once the change is approved, both Contracting Parties shall sign an Amendment to the Contract; the updated Project Identification Form shall be annexed to such Amendment.

3. By 31 July of the relevant year, the Beneficiary shall submit to the Diplomatic Mission a written interim report on the current state of project implementation and current drawing of funds from the Czech Republic's Transition Promotion Program budget.
4. Within one (1) month from completing the implementation of the Project, the Beneficiary shall submit to the Diplomatic Mission a written final report on the activities, results and benefits of the Project. A financial report on the drawing of funds from the Czech Republic's Transition Promotion Program budget shall form an integral part of the final report.
5. When implementing the Project and presenting its results, the Beneficiary shall acknowledge that the Project is co-financed from the Czech Republic's Official Transition Promotion Program budget and shall use the Czech Republic's Official Transition Promotion Program logo provided by the Diplomatic Mission.

Article IV Termination of the Contract

1. Either Contracting Party may terminate this Contract, in whole or in part, at any time, by a notice in writing given to the other Contracting Party. Upon such termination, the Beneficiary shall be reimbursed for the work done and expenses incurred up to the effective date of such termination.
2. Any misconduct, negligence, default or non-compliance with any of the terms and conditions of the Contract on the part of the Beneficiary will be grounds for an immediate termination of the Contract by the Diplomatic Mission. In such event, all payments to the Beneficiary shall be discontinued on the date of termination of the Contract, unless stated otherwise in writing by the Diplomatic Mission.
3. No offer, gift or payment, consideration or benefit of any kind which constitutes an illegal or corrupt practice has or will be made to anyone, either directly or indirectly, as an inducement or reward for the award or execution of this Contract. Any such practice will be grounds for immediate termination of this Contract or for any other corrective action as appropriate.
4. The Diplomatic Mission shall be entitled to determine, at its sole discretion, whether there are grounds for immediate termination of the Contract in accordance with this Article.
5. In case there are grounds for immediate termination of the Contract in accordance with this Article, such grounds shall be communicated to the Beneficiary in writing.

Article V General Provisions

1. Any amendment to this Contract, including its Appendix, shall be made in writing and signed by both Contracting Parties; otherwise the amendment shall be null and void.
2. This Contract, including the Appendix and any amendments to this Contract and its Appendices as approved in writing by the Diplomatic Mission and the Beneficiary, constitutes the full agreement between and is binding on the Contracting Parties.
3. The Contracting Parties encourage the prompt and equitable settlement of any disputes arising from or related to this Contract. The Contracting Parties agree to

negotiate their disputes directly and in good faith within a period not exceeding thirty (30) days after receiving a written notification of the existence of a dispute from the other Contracting Party.

4. This Contract is governed by the laws of the Czech Republic and any action that may arise from it shall be brought before the courts of the Czech Republic.
5. This Contract shall take effect upon its signature by duly authorized representatives of both Contracting Parties, and shall remain in effect for the duration of the Project.

Done at the Embassy of the Czech Republic in Tbilisi on April 13, 2023 in three originals in the English and Czech language.

For the Diplomatic Mission

Petr Mikyska




The seal is circular with the text 'VELVYSLANECTVÍ ČESKÉ REPUBLIKY' at the top and 'Tbilisi' at the bottom. In the center is the coat of arms of the Czech Republic, with the number '1' below it.

For the Beneficiary

Giorgi Kldiashvili




The seal is circular with the text 'INSTITUTE FOR DEVELOPMENT OF FREEDOM OF INFORMATION' in English and Georgian. The acronym 'IDFI' is prominently displayed in the center. The number '204569617' is visible at the bottom of the seal.

TRANSITION

Local Small Scale Project Identification Form

Project Title <i>(short yet clear)</i>	Advancing the capacity of CSOs and the Media in the field of Freedom of information and freedom of speech	Project Number <i>(assigned by Embassy)</i>	20-23GE01
Country	Georgia	Project Location	Georgia, Tbilisi
Beginning of Project <i>(month / year)</i>	Apr-23	Termination of Project <i>(month / year)</i>	Oct-23
1. Requested Funding from the Czech Republic Transition Promotion Program			
In CZK <i>(according to Czech Embassy Exchange Rate)</i>	399,993.00		
In Local Currency	47,246.99		
2. Additional Funding from Other Sources (if applicable)			
In CZK <i>(according to Czech Embassy Exchange Rate)</i>	80,512.00		
In Local Currency	9,510.04		
3. Total Project Budget			
In CZK <i>(according to Czech Embassy Exchange Rate)</i>	480,505.00		
In Local Currency	56,757.03		
4. Applicant			
Name of Organization	Institute for Development of Freedom of Information (IDFI)		
Acting By and Through <i>(name and position)</i>	Giorgi Kldiashvili, Executive Director		
Telephone Number	599770100		
Email Address	g.kldiashvili@idfi.ge		
Fax Number			
Website	https://idfi.ge/en		

5. Description of Transition Problem, Suggested Intervention and Project Results (max: 20 lines)

Brief description of the current situation which is to be targeted by the local small scale project (problem analysis, major problems to be resolved), intervention to resolve the problem and list of expected direct/tangible results of the project. (If needed the text can be divided into several "cells" of the form.)

European Commission, ("Commission Opinion on Georgia's application for membership of the European Union") defined 12 priorities for Georgia to gain the EU candidacy status. According to the priority N11 Georgia shall "adopt legislation so that Georgian courts proactively take into account European Court of Human Rights judgments in their deliberations". Normatively speaking, implementing this priority raised the least controversies and thus the Parliament of Georgia (on 18 of October 2022) has already adopted respective amendments to the national legislation. These amendments increase the importance of the ECHR case law in general as it indirectly requires the lawyers, administrative bodies and the courts' to apply the case law of ECHR.

The EU Commission also defined that Georgia shall guarantee effective accountability of the state institutions (priority N2) and shall undertake efforts to guarantee a free professional and independent media environment (priority N7). There are major practical obstacles for the people, as well as CSOs and Media to enjoy the right to information properly. E.i. This year alone IDFI has lodged 41 administrative appeals and 19 complaints in the common courts of Georgia on behalf of journalists who were refused access to public information. In addition, Reports of the Media Advocacy Coalition shows that the number of politically motivated civil lawsuits against media, as well as, problematic decisions of media regulatory authority are increasing. Overall, there are major practical challenges in terms of freedom of expression and freedom of information in Georgia. Overcoming these challenges with the high legal standards are crucial in order to maintain state accountability, media freedom and protect free speech. Case law of ECHR contains standards that are important for effectively resolving many of the controversial legal dilemmas. Unfortunately, the level of knowledge and the scale of application and implementation of these standards are low amongst the lawyers and administrative bodies/courts working on the respective cases.

Within the project IDFI firstly will document the pressing legal questions stemming from the existing administrative practice and case law regarding the freedom of information, freedom of speech and freedom of media. In addition, we will study the needs of the lawyers, CSOs and media representatives. Afterwards we will analyze the case law of the ECHR and will create a digital updatable manual of the established standards tailored for the situation in Georgia. After the finalization of the project CSOs, Media and lawyers, administrative bodies, justices and the clerks will have free access to digital manual of newest case law of the ECHR regarding the freedom of information, freedom of speech and other rights that fall under the scope of Media freedom. That will save financial and time resources of the target group and facilitate the application of the ECHR case law in national jurisdiction, thus advancing the standards of free speech and right to information.

6. Project Activities (max: 20 lines)

List of activities to be carried out in order to achieve the above mentioned project results. (If needed the text can be divided into several "cells" of the form.)

Mapping the main challenges of the case law of the national administrative bodies and judiciary will be the first step. At the initial stage we will organize working meetings with CSOs and independent lawyers which are actively engaged in handling the cases related to freedom of Media, Freedom of Speech and Freedom of expression. Next, we will arrange meetings with legal staff of the media outlets which are engaged in relevant litigations and/or have previous experience; In addition, after mapping the needs, IDFI will study the national case law and legislation to confirm the nature of the legal problems or reveal further challenges. Project staff will conduct research of the ECHR (and ECJ as well if required) case law to study the legal standards that are applicable to legal challenges specific for Georgia.

Implementation of the project will last 8 months.

- 1.IDFI will disseminate information about the project through our website and social network; (first month)
2. Conduct meetings with the relevant stakeholders (second and third month of the project);
3. At least three legal blogs/articles regarding the legal standards of the ECHR regarding the target topics will be prepared and published (2-7 months)
4. Three visual materials (infographics) regarding the project activities will be prepared and published; (1-7 months)
5. IDFI will send at least one amicus curia to the Common or the Constitutional court of Georgia regarding the case of high legal importance; (2-7 months)
6. Digital Manual will be prepared; (7th month)
7. Final presentation will be held; (7th month)
8. After the presentation, a digital version of the report will be published and sent to the legal departments of the Media, CSO's, Bar association of Georgia, Administrative bodies, Judiciary. (7th month)

It is notable that IDFI is actively following the practice of the ECHR especially, in the field of the freedom of information and right to privacy. We are publishing briefs of the landmark cases of the ECHR on our website regularly and actively use them during the litigation. To sustain the results of the project we will continue updating the digital manual and sending the updates to the target audiences regularly after the project is implemented.

7. Budget Proposal in Local Currency and CZK

(Funding from the Czech Transition Promotion Program Only)

<i>Budget Category</i>	<i>Type of Costs</i>	<i>Unit</i>	<i>Number of Units</i>	<i>Unit Price in Local Currency</i>	<i>Total Costs in Local Currency</i>
<i>1. Contracted Personnel</i>	1.1. Project Manager (45%)	month	7	2,570.00	17,990.00
	1.2. Lawyer (95%)	month	7	2,290.00	16,030.00
	1.3. Project Assistant (85%)	month	7	1,210.00	8,470.00

Costs and Per Diems		Total of Contracted Personal Costs and Per Diems in Local Currency		42,490.00
		Total of Contracted Personal Costs and Per Diems in CZK (according to Czech Embassy Exchange Rate)		359,720.34
	2.1. Working meeting with the	meeting	2	0.00
	2.2. Visual materials for social	infographics	3	450.00
	2.3. Final Report Design	report	1	1,006.99
	2.4. Simultaneous translation	hours	2	800.00
	2.5. Hotel expenses for final	event	1	2,500.00
		Total of Other Contracted Services in Local Currency		4,756.99
		Total of Other Contracted Services in CZK (according to Czech Embassy Exchange Rate)		40,272.66
Grand Total Requested from the Czech Republic Transition Promotion Program in Local Currency				47,246.99
Grand Total Requested from the Czech Republic Transition Promotion Program in CZK (according to CZ Embassy)				399,993.00
8. Final Clauses				
Done in (city)	TBILISI			
Done on (date)	28.10.2022			
Submitted by (name and position)	Giorgi Kldashvili, Executive Director			
Telephone	599770100			
Email	g.kldashvili@idf.ge			
Signature and Stamp				

