

May 1, 2023

SERVICE AGREEMENT

between

Institute for Development of Freedom of Information (IDFI)

and

Zinc Network Limited

CONTENTS

CLAUSE

1. Interpretation	4
2. Commencement and duration	6
3. Supplier's responsibilities	6
4. Customer's obligations.....	7
5. Default by the Customer	7
6. Change control.....	7
7. Charges and payment	8
8. Intellectual Property Rights.....	9
9. Compliance with laws and policies.....	10
10. Data protection and data processing.....	10
11. Confidentiality.....	12
12. Limitation of liability	13
13. Termination	14
14. Consequences of termination.....	15
15. Inadequacy of damages	15
16. Force majeure.....	16
17. Assignment and other dealings	17
18. Variation	17
19. Waiver	17
20. Rights and remedies.....	17
21. Severance	17
22. Entire agreement	18
23. Conflict	18
24. No partnership or agency	18
25. Third party rights	18
26. Notices	18
27. Counterparts	19

28.	Multi-tiered dispute resolution procedure	19
29.	Governing law	20
30.	Jurisdiction	20

SCHEDULE

Schedule 1	Services	21
Schedule 2	Charges.....	21

This agreement is dated as May 1, 2023.

Parties

- (1) Institute for Development of Freedom of Information (IDFI), a Non-commercial Legal Entity registered in Georgia with company number 204569617 whose registered office is at 20 Taras Shevchenko Street, 0108 Tbilisi, Georgia (**Supplier**)
- (2) ZINC Network Ltd, incorporated and registered in England and Wales with company number 06651251 whose registered office is at 3rd Floor, 230 Blackfriars Road, London SE1 8NW (**Customer**)

BACKGROUND

- (A) The Supplier is in the business of providing project management and oversight services.
- (B) The Customer wishes to obtain, and the Supplier wishes to provide such services on the terms set out in this agreement and attached Scope of Work.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions.

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force.

Business Day: a day, other than a Saturday, Sunday or public holiday in England and Georgia, when banks in London and/or Tbilisi are open for business.

Business Hours: the period from 9.30 am to 6.00 pm on any Business Day.

Change Order: has the meaning given in clause 6.1.

Charges: the sums payable for the Services, as set out in Schedule 2.

Data Controller: has the meaning set out in section 1(1) of the Data Protection Act 1998.

Data Subject: an individual who is the subject of Personal Data.

Deliverables: any outputs of the Services and any other documents, products and materials provided by the Supplier to the Customer as specified in Schedule 1 and any other documents, products and materials provided by the Supplier to the Customer in relation to the Services (excluding the Supplier's Equipment).

Intellectual Property Rights: copyright and neighbouring and related rights, moral rights, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Personal Data: has the meaning set out in section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, of which the Customer is the Data Controller and in relation to which the Supplier is providing services under this agreement.

Processing and process: have the meaning set out in section 1(1) of the Data Protection Act 1998.

Services: the services set out in Schedule 1, including services which are incidental or ancillary to such services.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier, its agents, subcontractors or consultants to the Customer and used directly or indirectly in the supply of the Services.

VAT: value added tax chargeable in the UK and Georgia.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.13 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Commencement and duration

- 2.1 This agreement shall commence on May 1, 2023 and shall continue, unless terminated earlier in accordance with clause 13 (Termination), until October 31, 2023 when it shall terminate automatically without notice.
- 2.2 The Supplier shall provide the Services to the Customer in accordance with this agreement from May 1, 2023.

3. Supplier's responsibilities

- 3.1 The Supplier shall:
- (a) provide the Services and the Deliverables in accordance with **Schedule 1**;
 - (b) ensure that the Services and Deliverables will conform in all respects with Schedule 1 and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Supplier by the Customer;
 - (c) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (d) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
 - (e) co-operate with the Customer in all matters relating to the Services, and comply with the Customer's instructions;

- (f) before the date on which the Services are to start, obtain and at all times, maintain during the term of this agreement, all necessary licences and consents and comply with all Applicable Laws in relation to:
 - (i) the Services; and
 - (ii) the installation and use of the Supplier's Equipment;
 - (g) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and
 - (h) notify the Customer in writing immediately upon the occurrence of a change of control of the Supplier.
 - (i) provide supporting documentation with each invoice that is submitted. For clarity, this means timesheets for all staffing and copies of original receipts for any expenses, including but not limited to flights, ground travel, accommodation and per diems.
- 3.2 Time is of the essence in relation to Milestones for the Supplier. If the Supplier fails to meet the relevant deadlines, then (without prejudice to the Customer's right to terminate this agreement and any other rights it may have), the Customer may:
- (a) refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - (b) purchase substitute services from elsewhere and reclaim from the Supplier any additional costs incurred as a result of procuring such services from a third party instead of the Supplier;
 - (c) hold the Supplier accountable for any loss and additional costs incurred; and have any sums previously paid by the Customer to the Supplier in respect of the affected Services refunded by the Supplier.

4. Customer's obligations

The Customer shall co-operate with the Supplier in all matters relating to the Services.

5. Default by the Customer

A failure by the Customer to comply with the terms of this agreement can only relieve the Supplier from complying with its obligations under this agreement with effect from the date on which the Supplier notifies the Customer in writing and in reasonable detail of the Customer's failure and its effect or anticipated effect on the Services.

6. Change control

- 6.1 Either party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties.

A **Change Order** shall be a document setting out the proposed changes and the effect those changes will have on:

- (a) the Services;
- (b) the Charges;
- (c) the timetable for the Services; and
- (d) any terms of this agreement.

6.2 If the Customer wishes to make a change to the Services:

- (a) it shall notify the Supplier, providing as much detail as is reasonably necessary to enable the Supplier to prepare the draft Change Order; and
- (b) the Supplier shall, within 2 Business Days of receiving the Customer's request at clause 6.2(a), provide a draft Change Order to the Customer.

6.3 If the Supplier wishes to make a change to the Services, it shall provide a draft Change Order to the Customer.

6.4 If the Supplier submits a draft Change Order in order to comply with any applicable safety or regulatory requirements and such changes do not affect the nature, scope of, or charges for the Services, the Customer shall not unreasonably withhold or delay consent to it.

6.5 If the parties:

- (a) agree to a Change Order, they shall sign it and that Change Order shall amend this agreement; or
- (b) are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with clause 28 (Multi-tiered dispute resolution procedure).

7. Charges and payment

7.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the Charges.

7.2 The Charges shall be inclusive of the following costs:

- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services; and
- (b) the cost to the Supplier of any materials or services procured by the Supplier from third parties for the provision of the Services.

7.3 The Customer shall pay each invoice submitted to it by the Supplier within 10 business days to a bank account nominated in writing by the Supplier.

7.4 The Customer may, at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

7.5 Withholding and gross up:

- (a) If the Customer is required by virtue of a legal obligation to withhold or deduct any withholding tax (Tax) and provided that the value of such Tax is communicated in writing to Customer at the time of its costing/pitch (the Applicable Time), the Customer shall, when making the payment to which the withholding or deduction relates, use its reasonable endeavours to include such additional amount in its payment to Supplier as will ensure that Supplier receives the same total amount that it would have received if no such withholding or deduction had been required.
- (b) In the event that the Customer is not made aware of such charge to Tax at the Applicable Time and has not passed on that charge to Tax to its client:
 - (i) The Customer shall not factor any additional amount for Tax in its payment to Supplier
 - (ii) Supplier shall be solely responsible for Tax at its own account; and
 - (iii) The Customer shall have no liability to Supplier in respect thereof.
- (c) Supplier shall be fully responsible for and shall indemnify Customer or any of its group for and in respect of any local taxes that may be required, any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with this agreement. Supplier shall further indemnify Customer against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Customer in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.

8. Intellectual Property Rights

8.1 In consideration of the Charges the Supplier hereby assigns to the Customer absolutely with full title guarantee the following rights throughout the world:

- (a) the Intellectual Property Rights in the Deliverables and in all preliminary drafts or earlier versions of the Deliverables;
- (b) all other rights in the Deliverables of whatever nature including any renewals, reversions, revivals and extensions together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement or any other cause of action arising from ownership, or any of these assigned rights, whether occurring before, on or after the date of this agreement;

- (c) the Customer may sub-license the rights granted in clause 8.1(a):
 - (i) to its Affiliates and customers; and
 - (ii) to third parties for the purpose of the Customer's receipt of services similar to the Services.

8.2 The Supplier:

- (a) warrants that the receipt, use and onward supply of the Services and the Deliverables by the Customer and its permitted sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- (b) shall indemnify the Customer in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use of supply of the Services and the Deliverables.

8.3 If the Supplier is required to indemnify the Customer under this clause 9, the Customer shall:

- (a) notify the Supplier in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 8.2(b) (**IPRs Claim**);
- (b) allow the Supplier, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Supplier shall obtain the Customer's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- (c) provide the Supplier with such reasonable assistance regarding the IPRs Claim as is required by the Supplier, subject to reimbursement by the Supplier of the Customer's costs so incurred; and
- (d) not, without prior consultation with the Supplier, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Supplier considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute.

9. Compliance with laws and policies

In performing its obligations under this agreement, the Supplier shall comply with the Applicable Laws and the Supplier will inform the Customer as soon as it becomes aware of any changes in the Applicable Laws.

10. Data protection and data processing

Data Protection Legislation: (i) the Data Protection Act 2018 as amended or updated from time to time and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018.

GDPR: General Data Protection Regulation (EU 2016/679).

10.1 Data Protection

- (a) Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- (b) The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- (c) Without prejudice to the generality of clause (a), the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.

10.2 Without prejudice to the generality of clause 10.1(a) the Supplier shall, in relation to any Personal Data processed in connection with the performance of the Supplier's obligations under this agreement:-

- (a) process that personal data only on the written instructions of the Customer unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (Applicable Laws). Where the Supplier is relying on the laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from doing so;
- (b) ensure that the Supplier has in place appropriate technical and organisational measures, reviewed and approved by the Customer to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

10.3 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- a) The Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

- b) The data subject has enforceable rights and effective legal remedies;
- c) The Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- d) The Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of Personal Data;
- e) Assist the Customer in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f) Notify the Customer without undue delay on becoming aware of a Personal Data breach;
- g) At the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- h) Maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Customer or the Customer's designated auditor.

10.4 The Customer does not consent to the supplier appointing any third-party processor of Personal Data under this agreement.

10.5 The Customer may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

11. Confidentiality

11.1 The Supplier undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customer, clients or suppliers of the Customer or of any member of the group of companies to which the other party belongs, except as permitted by clause 11.2.

11.2 The Supplier may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Supplier's rights or carrying out its obligations under or in connection with this agreement. The Supplier shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 The Supplier shall not use any of the Customer's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

12. Limitation of liability

12.1 Nothing in this agreement:

- (a) shall limit or exclude the Supplier's or the Customer's liability for:
 - (i) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
 - (ii) fraud or fraudulent misrepresentation;
 - (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) any other liability which cannot be limited or excluded by applicable law; or
- (b) shall limit or exclude the Supplier's liability under clause 8.2(b) (IPR indemnity) and clause 10 (Data processing indemnity).

12.2 Subject to clause 12.1:

- (a) neither party to this agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this agreement;
- (b) the Customer's total liability to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to \$10,000 (ten thousand) US Dollars.

12.3 Notwithstanding clause 12.2(a), the losses for which the Supplier assumes responsibility, and which shall (subject to clause 12.2(b)) be recoverable by the Customer include:

- (a) sums paid by the Customer to the Supplier pursuant to this agreement, in respect of any services not provided in accordance with the terms of this agreement;
- (b) wasted expenditure;
- (c) additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;
- (d) losses incurred by the Customer arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any subcontractor, Supplier personnel, regulator or customer of the Customer) against the Customer caused by the act or omission of the Supplier;
- (e) anticipated savings.

12.4 The rights of the Customer under this agreement are in addition to, and not exclusive of, any rights or remedies provided by the common law.

13. Termination

13.1 Without affecting any other right or remedy available to it, the Customer may terminate this agreement with immediate effect by giving notice to the Supplier if:

- (a) the Supplier commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified to do so;
- (b) the Supplier repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (c) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (d) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier;
- (g) the holder of a qualifying floating charge over the assets of the Supplier has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over all or any of the assets of the Supplier or a receiver is appointed over all or any of the assets of the Supplier;
- (i) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1(d) to clause 13.1(j) (inclusive);
- (k) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; and
- (l) the Customer's contract with the Client is terminated.
- (m) The Customer's Client requests that the Customer ceases using the Supplier.

13.2 For the purposes of clause 13.1(a), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Customer would otherwise derive from a substantial portion of this agreement over the term of

this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

- 13.3 Without affecting any other right or remedy available to the Customer, the Customer may terminate this agreement on giving not less than 30 Business Days' notice to the Supplier.
- 13.4 Without affecting any other right or remedy available to it, the Customer may terminate this agreement with immediate effect by giving written notice to the Supplier if:
- (a) the Supplier commits a breach of clause 9 (Compliance with laws and policies); or
 - (b) there is a change of control of the Supplier.

14. Consequences of termination

14.1 On termination or expiry of this agreement:

- (a) the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for the safe keeping of all Deliverables in its possession and will not use them for any purpose not connected with this agreement;
- (b) the Supplier shall, if so requested by the Customer, provide all assistance reasonably required by the Customer to facilitate the smooth transition of the Services to the Customer or any replacement supplier appointed by it;
- (c) the following clauses shall continue in force: clause 1 (Interpretation), clause 8 (Intellectual Property Rights), clause 11 (Confidentiality), clause 12 (Limitation of liability), clause 14 (Consequences of termination), clause 15 (Inadequacy of damages), clause 19 (Waiver), clause 21 (Severance), clause 23 (Conflict), clause 28 (Multi-tiered dispute resolution procedure), clause 29 (Governing law) and clause 30 (Jurisdiction).

14.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

15. Inadequacy of damages

Without prejudice to any other rights or remedies that the Customer may have, the Supplier acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Supplier. Accordingly, the Customer shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

16. Force majeure

16.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts;
- (h) interruption or failure of utility service.

16.2 Provided it has complied with clause 16.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

16.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

16.4 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 7 days from its start, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 2 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 2 weeks' written notice to the Affected Party.

17. Assignment and other dealings

- 17.1 The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 17.2 The Customer may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement.

18. Variation

Subject to clause 6 (Change control), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. Waiver

- 19.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 19.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 19.3 A party that waives a right or remedy provided under this agreement or by law in relation to one party or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

20. Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21. Severance

- 21.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 21.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Entire agreement

- 22.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 22.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 22.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

23. Conflict

If there is an inconsistency between any of the provisions of this agreement and the provisions of the schedules, the provisions of this agreement shall prevail.

24. No partnership or agency

- 24.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25. Third party rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

26. Notices

- 26.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office; or
 - (b) sent by email to the Customer at: accountspayable@zincnetwork.com
- 26.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt;
 - (b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.30 am on the second Business Day after posting;
 - (c) if sent by email, at 9.30am on the next Business Day after transmission.

26.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27. Counterparts

27.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

27.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

27.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

28. Multi-tiered dispute resolution procedure

28.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Customer and the Supplier shall attempt in good faith to resolve the Dispute;
- (b) if the Customer and the Supplier are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Customer and the Supplier shall attempt in good faith to resolve it; and
- (c) if the Customer and the Supplier are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice.

28.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 30 (Jurisdiction) which clause shall apply at all times.

28.3 If the Dispute is not resolved within 30 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 30 (Jurisdiction).

29. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales, and/or Georgia.

30. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

Signed by:

Signature



Print Name:

Giorgi Kldiashvili, Executive Director

Date:

May 1, 2023

the Supplier.

Signed by:

Signature

Print Name:

John Montell, Commercial Director

Date:

May 1, 2023

For and on behalf of ZINC Network Ltd.

Schedule 1 Services – Extract from SOW

Project Overview: In March 2023, Information Integrity Coalition made changes in the statute and consequently appointed Steering Committee for the duration of 2,5 years. Five member organizations were elected by the coalition members:

1. Institute for Development of Freedom of Information (IDFI);
2. International Society for Fair Elections and Democracy (ISFED);
3. Georgia's Reforms Association (GRASS);
4. Franklin Club;
5. European-Georgian Institute – EGI.

Each of the Steering Committee members will be chairing the committee for the period of six months on a rotation basis. Based on the agreement among the Steering Committee members, IDFI was allocated to be the first organization leading the committee work.

In order to ensure effective governance of the Coalition and Steering Committee, information Integrity Program will be supporting each of the Steering Committee members once they take over the rotation chairing.

Deliverables:

- Coalition work-plan for the period of six months;
- Bi-monthly reports, covering the key activities of the Steering Committee and wider coalition;
- Write-ups of the events and meetings organized during the rotating management;
- Final report, covering the period of six months rotating management.

Schedule 2 Charges

Charges: \$10,000 (ten thousand) US Dollars.

Payment Schedule:

- \$5,000 (five thousand) US Dollars to be paid in May 2023, upon submission of a valid invoice.
- \$5,000 (five thousand) US Dollars to be paid in August 2023, upon submission of a valid invoice.

USAID Information Integrity Program

Scope of Work

Recipient Information	
Recipient Organisation(s)	Institute for Development of Freedom of Information (IDFI)
Primary Contact Person	Anton Vacharadze
Mailing Address	20 Taras Shevchenko street, 0108 Tbilisi, Georgia
Telephone	+995322921514
Email	a.vacharadze@idfi.ge
Tax/Personal ID	204569617

PROJECT OVERVIEW

Briefly explain the project idea

In March 2023, Information Integrity Coalition made changes in the statute and consequently appointed Steering Committee for the duration of 2,5 years. Five member organisations were elected by the coalition members:

1. Institute for Development of Freedom of Information (IDFI);
2. International Society for Fair Elections and Democracy (ISFED);
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Each of the Steering Committee members will be chairing the committee for the period of six months on a rotation basis. Based on the agreement among the Steering Committee members, IDFI was allocated to be the first organization leading the committee work.

In order to ensure effective governance of the Coalition and Steering Committee, Information Integrity Program will be supporting each of the Steering Committee members once they take over the rotating chairing.

TASKS AND RESPONSIBILITIES

Provide the list of key tasks and responsibilities

- Assign staff member(s) with relevant background to work at least 50% of their time on the project;
- Coordinate and lead the work of the Steering Committee for the period of six months.
- Set up regular Coalition meetings to coordinate its activities, reach agreement on outstanding issues and distribute tasks among the members. Keep notes of the Coalition meetings, circulate those among members and follow-up implementation against decided deadlines.
- Facilitate drafting of the Coalition statements (including occasionally writing first drafts of the statements), approval and adoption of those statements by the Coalition member organizations.
- Overseeing the Coalition's joint advocacy initiatives through supporting the Coalition to identify the advocacy objectives, creating advocacy strategy and plan, and helping in delivering activities against those objectives.

- Co-organise the Information Integrity coalition's annual conference;
- Co-organise other events related to the coalition's work.

DELIVERABLES

Provide the list of deliverables

- Coalition work-plan for the period of six months;
- Bi-monthly reports, covering the key activities of the Steering Committee and wider coalition;
- Write-ups of the events and meetings organized during the rotating management;
- Final report, covering the period of six months rotating management.

TIMELINE

Please provide the start and end dates of the project

1.05.2023 - 31.10.2023

PROJECT TEAM

Please list key personnel involved in this project.

Name	Title	Role in the project
Anton Vacharadze	Head of Memory and Disinformation Studies	Manager
Edgar Brutyan	Analyst	Assistant Manager

Giorgi Kldiashvili

Executive Director

Institute for Development of Freedom of Information (IDFI)

