CIVIL SOCIETY FORUM

GRANT CONTRACT from 15.04.2024, № CM233_GE

PROJECT

Common history Common future

Institute for Development of Freedom of Information (IDFI),

a non-profit organization registered in Georgia (ID 204569617), represented by Executive Director, Giorgi Kldiashvili, address: 4, Niaghvari str. Apt. 18, Tbilisi, Georgia further referred to as "Coordinator"

and

Civil Society Forum e.V.,

a non-profit organisation registered in Germany, register number VR 35726 B (address: Badst. 44, 13357 Berlin, Germany), hereinafter referred to as the "*Forum*", represented by Chair of the Board Anikó Bakonyi, acting on the Articles of Association,

together referred as the "Parties"

agreed as following:

§1 - Purpose of the Contract / Content of the Project

This Contract between the Parties is drawn for the **coordination** of activities in Georgia within the project "Common history Common future" ("Project"), which is funded by the German Foreign Office under the Grant Agreement (F-PF-1-Team1-312.00/ÖPR 24-233) signed with the Forum. The integral part of the Contract is the detailed project description (Annex 1).

§2 - Objectives to be provided under the Contract

The **Coordinator** undertakes the assigned activities on behalf of the Forum. The **Coordinator** will be responsible for the coordination of activities in Georgia, organisation of a mid-term evaluation workshop for educators in Georgia (in January-March 2025), working with the Georgian team of educators (Confronting Memories ambassadors). The Coordinator will participate in and organise a trip to Armenia (17-21 July 2024) for the Summer School in Armenia as well as a final reflection event in Moldova (July 2025). In addition, the coordinator will take part in the evaluation process of the project and its learning materials, visit workshops of the CM ambassadors, and will serve as a contact for partners, coordination team, project evaluator and CM ambassadors in Georgia within the Project.

The rights and obligations of the **Coordinator** are strictly limited to the terms of this Contract. The contract will cover the activities conducted by the **Coordinator** from 15 April 2024 to 31 December 2025.

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- 2.1 Under this Contract, the obligations of the Coordinator are as follows:
- a) Organise a mid-term evaluation workshop for educators in Georgia in January-March 2025 (overall logistics, local travels, hotel and meals, room booking, and local programme draft).
- b) Find 7 teachers from Georgia's different regions who will participate in the project. At least 15 applications will be received; the coordinator will implement interviews with selected candidates.
- c) Coordinate and communicate with the teachers from Georgia who are selected for the project and who will act as Confronting Memories ambassadors. Visit their workshops.
- Participate in and organise a trip for the CM ambassadors to the Summer School in Armenia (17-21 July 2024) and the final reflection event in Moldova (July 2025).
- Participate and facilitate a process of project evaluation its materials and events led by the CM ambassadors.
- Communicate clearly and timely on the Project's implementation with the Forum. Take part in online talks with the Forum, experts, project evaluator and partners.
- g) Reach at least 3000 people about the Project and its learning materials through social media, press and other means of communication.
- 2.2 The Coordinator will ensure timely provision of obejectives, good quality of objectives, timely communication, information flow and transparency in regular reports to the Forum.
- 2.3 The Coordinator shall not disclose any non-public information or materials related to the project work due to this Contract without the prior agreement of the Forum. All financial and content related information must be treated as confidential unless the Forum decides differently.
- 2.4 Under this Contract, the Forum will:
- Provide the Coordinator with all relevant information and materials related to the Project during the contract's runtime.
- b) Give the Coordinator relevant feedback and consultation on the Project.
- c) Organise working meetings with partners and experts.

§3 - Budget and Reporting

- 3.1. For the provision of the above-described tasks, the Forum will pay the Coordinator/IDFI the amount of 18.465,00 € (eighteen thousand four hundred sixty five Euro) according to the budget agreed by the Parties (Annex 3).
- 3.2. The Coordinator shall provide the financial reporting by 15 December 2024 for the year 2024 and by 15 December 2025 for the year 2025 (Annex 3).
- 3.3. The Coordinator shall provide the Forum the documents confirming the expenses included into financial report and incurred by the Coordinator in connection with providing tasks to the Forum according to §2. Unspent funds will be returned to the Forum.
- 3.4. The Coordinator's payments (orders) within the present Contract with an estimated value of up to EUR 1,000 (excluding VAT) must be confirmed after an informal price determination offered

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by the service providers. When orders with an estimated order value of more than EUR 1,000 (excluding VAT), at least three written comparative offers should be obtained from the service providers.

3.5. Financial Grant Management provides general rules for financial reporting and accountability to the Forum. (See Annex 4)

§4 - Payment

In accordance with the German Federal Legislation, when invoicing the **Coordinator** should indicate full name and address, both their own and that of the Civil Society Forum e.V. (Badstr. 44, 13557 Berlin, Germany), the activity provided, the dates of implementation, tax ID number and VAT ID number, number and date of invoice, full reference of the bank account and address of the recipient's bank, with both IBAN and SWIFT/BIC code, VAT rate and amount and the total amount. In case the services under this Contract are exempt from VAT (or VAT is not applicable), the invoice must contain a reference to the legal norm (e.g., Tax code chapter) according to which the VAT is not applied.

Payment shall be made in full within two weeks after the submission and acceptance of an Invoice by the contact person of the Forum.

Payment shall be made as follows:

- The first tranche according to the agreed budget will amounts to 1.930 € will be paid by 02 August 2024.
- The second tranche according to the agreed budget will amount to 14.000 € will be paid by 14 February 2025.
- The final amount will be paid by 31 December 2025 upon approval of the final financial report. The final amount will be calculated as the difference between the total amount of the expenditures reported by Coordinator in the financial report and the amount of the first tranche.

§5 - Additions/Amendments

All changes that exceed the scope of this Contract shall be provided in written form, agreed and signed by the **Parties**.

§6 - Terms and Termination

- 6.1 This Contract and Annexes 1 to 4 are integral part of this Contract. It shall enter into force upon signature by both Parties and shall remain in force until completion of all obligations of the Parties under this Contract.
- 6.2 In case the Coordinator is unable to provide the tasks agreed in this contract or the quality of those does not satisfy the standards required by the Forum, as agreed by the Parties beforehand, the contract may be terminated before the end of the agreed term (see 6.1). In such case the Coordinator shall be paid for the tasks already provided, based on the activities completed to the date of termination.
- 6.3 In case the Coordinator is no longer able to provide his tasks in person, the reasons will have to be provided in a written form to the Forum. In such case, the Coordinator shall provide the Forum with at least one suggestion for a potential substitute that would be able to overtake the remaining tasks.

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- 6.4 If the Forum is unable to complete the project by the end of the contract duration, through no fault of the Coordinator, the Forum shall compensate the Coordinator fully for the work actually done.
- 6.5 In case the Contract is terminated before the end of the agreed term (see 6.2-6.4), the financial settlement between the Parties is made within 4 weeks after the written termination of the contract and within the timeframe of this contract (see §2).

§7 - Place of Fulfillment and Jurisdiction

- 7.1 The Parties undertake to take all reasonable measures to settle any disputes, if any should arise in the context of this contract, by mutual negotiations and agreement.
- 7.2 The Parties agree that in case it is not possible to settle the disputes arisen in the context of this contract by mutual negotiation, such disputes shall be resolved as stipulated by the laws and regulations of the Federal Republic of Germany.

§8 - Communication / Contact

For the purposes of this Contract, the contact person at the Forum shall be Kristina Smolijaninovaitė (kristina.smolija@csf-ev.org).

Annex 1 - Detailed project description

Annex 2 – Logos of donors and organisations (German MFA, Civil Society Cooperation, Forum, Confronting Memories programme)

Annex 3 - Budget and financial reporting

Annex 4 - Financial Grant Management

Berlin, 28 May 2024

Signature:

Anikó Bakonyi Chair of the Board Civil Society Forum e.V.

Tbilisi, 28 May 2024

Signature:

Giorgi Kldiashvili Executive Director Institute for Development of Freedom of State Information (IDFI)

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