



## CONTRACT

### CONCERNING A FINANCIAL DONATION

*Concluded between the following Contracting Parties*

#### **Czech Republic – Ministry of Foreign Affairs**

Registered office address: Loretánské nám. 101/5, 118 00 Praha 1 – Hradčany  
Business ID: 45769251  
Bank account number: CZ8407100000000017228001  
Swift code: CNBACZPP  
Bank name: Czech National Bank  
Address: Česká národní banka, Na Příkopě 28, Prague  
Account holder: Ministry of Foreign Affairs of the Czech Republic  
Represented by: H.E Petr Kubernát, Ambassador Extraordinary and Plenipotentiary  
of the Czech Republic to Georgia.  
(hereinafter referred to as the "MFA-Embassy in Tbilisi")

and

Name: N(N)LE Institute for Development of Freedom of Information (IDFI)  
Registered office address: 4, Niaghvari Street, Apt. 18 Tbilisi, 0108. Georgia  
Bank account number: GE03BG0000000138095000  
Swift code: BAGAGE22  
IBAN: GE03BG0000000138095000  
Bank: JSC Bank of Georgia  
Bank address: 29a Gagarin Street, Tbilisi 0160, Georgia  
Account holder: N(N)LE Institute for Development of Freedom of Information  
Represented by: Giorgi Kldiashvili (Executive Director)  
(hereinafter referred to as the "**Recipient**")

## **Article I Objectives of the Contract**

1. The Recipient implements a project entitled “Documenting Systemic Human Rights Violations in Georgia”, as described in Annex 1 to this Contract (hereinafter referred to as the “**Project**”). MFA hereby agrees to provide to the Recipient a financial donation which the Recipient undertakes to accept and through which ensures the implementation of the project, in accordance with and subject to the conditions set out in this contract. The financial donation will be provided by the MFA within the framework of the official Development Cooperation of the Czech Republic.
2. The Recipient hereby agrees to ensure that any funds received from the MFA are used for the purposes of the Project in accordance with the terms and conditions of this Contract, and to make every effort to successfully complete the Project.
3. The Recipient is solely responsible for the content of the activities implemented within the project. The information and assessments provided in the documents or other materials produced by the Recipient within the framework of the project may not reflect the views of the Ministry of Foreign Affairs of the Czech Republic and MFA-Embassy in Tbilisi. Nothing in this contract shall be interpreted in a manner to hold the Recipient responsible and/or accountable before the donor for the content of the project activities.

## **Article II Conditions of the financial donation**

1. The MFA shall provide to the Recipient a financial donation of **CZK 750 000.00 (seven hundred and fifty thousand Czech crowns)**, and the Recipient agrees to use the financial donation strictly to implement the afore-mentioned Project. The Contracting Parties agree that the amount of the financial donation as stated in the previous sentence is final and that it shall not be increased.
2. The MFA shall provide to the Recipient funds in the form of accountable advances amounting to 100 % of total Project budget.

## **Article III Form of the provision of the financial donation**

1. The financial donation shall be transferred by the MFA- to the Recipient's bank account as identified in the recitals of this Contract.
2. The money shall be transferred to the Recipient no later than 15 days from the date of signing the contract.
3. The Recipient shall submit to the MFA-Embassy in Tbilisi accounting documents evidencing the actual progress of the Project together with the final report within 30 calendar days from the end of the project. The MFA- Embassy in Tbilisi, will request the Recipient to return the unused portion of the above advance payment, if any.

4. In case the cost billed by the Supplier is less than the full amount of the financial donation, e.g. due to a change in prices or requirements, the MFA shall provide to the Recipient the billed portion of the financial donation. In case the cost is higher than the full amount of the financial donation, the Recipient agrees to facilitate that any costs in excess of the financial donation are paid from other resources. In case the financial donation or its part is not used, the Recipient shall repay the full amount of such unused funds into the bank account of the MFA by 30 days from the submission of the final report **at the latest**.

5. The payment shall be made by bank transfer in EUR, unless otherwise agreed between the Contracting Parties. The total amount in EUR shall not exceed the total amount in CZK specified in Article II, paragraph 1 of this Contract. The conversion shall be made at the exchange rate stated by the Ministry of Foreign Affairs of the Czech Republic.

#### **Article IV Rights and obligations of the Contracting Parties**

1. The MFA-Embassy in Tbilisi shall have the right to monitor the implementation of the Project. To this end, the Recipient agrees to provide the MFA-Embassy in Tbilisi with any cooperation as necessary.

2. The Recipient shall implement the Project in accordance with the Concept Note in the Appendix to this Contract. The Recipient shall notify the MFA-Embassy in Tbilisi 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 10% of the total amount of the budget category from which the funds are transferred, the Recipient shall request prior approval from the MFA-Embassy in Tbilisi. 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 May 15, 2025, the Recipient shall submit to the MFA-Embassy in Tbilisi a **written interim report** on the current state of project implementation and current drawing of funds from the provided financial donation.

4. The implementation of the project must be finished **by June 30, 2025, (according to the termination of the project in the Concept Note)**. In case the Recipient wants to extend the project implementation period, the Recipient shall request prior approval from the MFA-Embassy in Tbilisi. The request shall include a draft of the updated Concept Note. Once the change is approved, both Contracting Parties shall sign an Amendment to the Contract; the updated Concept Note shall be annexed to such Amendment. The Recipient shall present to the MFA-Embassy in Tbilisi a written final report on the activities and results of the Project no later than one month after completing the Project. A financial report accounting for the funds drawn down from the financial donation shall constitute an integral part of the final report. The MFA-Embassy in Tbilisi shall approve the final report on condition that the report reflects the real situation and clearly shows that the terms and conditions of this Contract, as well as any other arrangements agreed between the Contracting Parties,

have been complied with. Otherwise, the MFA-Embassy in Tbilisi shall invite the Recipient to rectify any shortcomings.

5. In case the MFA-Embassy in Tbilisi discovers any irregularities, the Recipient will be asked to correct or supplement the report. If the Recipient does not remove the irregularities within the specified period, the MFA-Embassy in Tbilisi will request to return the corresponding part of the funds within 1 month from the request called by the MFA-Embassy in Tbilisi.

6. During implementation of the Project and whenever presenting its results, the Recipient shall make references to the funding or co-funding received from Czech Republic's Development Cooperation and shall appropriately present the Czech Aid logo. The MFA-Embassy in Tbilisi agrees to provide the logo for this purpose.

7. The Contracting Parties agree not to make or provide to any third party, directly or indirectly, any kind of offer, donation, payment, consideration and/or advantage constituting an illegal or corrupt practice, as a bribe or remuneration for awarding or implementing this Contract.

8. During the term of this Contract as well as after its expiry or termination, the Contracting Parties agree to maintain confidentiality on any facts the Contracting Parties may learn in connection with the implementation of this Contract, unless such facts are publicly available.

9. The Recipient undertakes to use the equipment obtained from the supplier exclusively for the purpose of the project<sup>1</sup> and for a period of 2 years from the date of completion of the projects not to alienate it for the benefit of a third party without the consent of the MFA-Embassy in Tbilisi.

10. The Recipient shall ensure that a person or authority, subject to international sanctions in the European Union on the implementation of international sanctions, as amended, which may have any direct or indirect profit from the donation, shall not take part in the implementation of the Project. Any inconsistency with this provision will be sanctioned according to Article V (2), first sentence.

## **Article V Sanctions**

1. The Recipient shall be liable to the MFA for any damage resulting from a breach of any of the Recipient's statutory or contractual obligations.

2. In case the Recipient uses the financial donation or its part in a manner inconsistent with this Contract, the MFA shall be authorised to claim from the Recipient the repayment of the improperly used donation or its part together with a penalty

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<sup>1</sup> In case the delivery of equipment is a part of the project.

amounting to 10 per cent of the total amount of the financial donation. The Contracting Parties agree that the above shall also apply, *mutatis mutandis*, in case any of the representations in Article IV (8) is found untrue. In the event of a breach of the Recipient's obligations set out in Article IV (7), the Recipient agrees to compensate the MFA for any damage incurred and to pay a contractual penalty amounting to 5 per cent of the total amount of the financial donation.

3. The payment of the contractual penalty referred to in the previous paragraph shall be without prejudice to the injured party's right to claim compensation for any damage resulting from a breach of the other Contracting Party's contractual obligation.

4. The Contracting Parties agree to make any payments charged under this article without undue delay in accordance with the procedure laid down in Article II and III.

## **Article VI Term of the Contract**

1. This Contract shall take effect on the date of signature by both Contracting Parties.

2. The Recipient may, for serious reasons on its part, which would lead to non-compliance with the conditions set out in this Agreement and any amendments to the Agreement, request in writing the MFA-Embassy in Tbilisi to cancel or terminate the project early. The relevant application form will be provided upon request by the MFA-Embassy in Tbilisi. Such termination shall take effect on the fifteenth day after the service of the request for termination on the MFA-Embassy in Tbilisi, unless otherwise agreed in writing between the Contracting Parties. Thereafter the Recipient shall, without undue delay, fully refund the financial donation, or pay to the MFA-Embassy in Tbilisi an amount equivalent to the sum of the unused portion of the financial donation.

3. The MFA-Embassy in Tbilisi may terminate this Contract at any time, in whole or in part, by a notice in writing served on the other Contracting Party, namely, but not exclusively, in the event of the Recipient's fault, negligence, delay or non-compliance with any of the terms and conditions of the Contract. Such termination shall take effect on the fifteenth day after the service of the notice of termination on the Recipient, and thereafter the Recipient shall, without undue delay, pay to the MFA an amount equivalent to the sum of any unused portion of the financial donation, any improperly used portion of the financial donation, and a contractual penalty in amounts according to Article V (2), unless otherwise agreed in writing between the Contracting Parties.

## **Article VII Final Provisions**

1. This Contract shall be governed by the legislation of the Czech Republic and any disputes arising from this Contract shall be adjudicated by the courts of the Czech Republic.



2. Any changes to this Contract, including any annexes and amendments thereto, shall be made in writing and signed by the authorised representatives of both Contracting Parties.
3. An integral part of the Contract is the Concept Note including Budget – Financial Donation (Annex 1).
4. The Contracting Parties prefer a speedy and equitable resolution of any disputes arising from or related to this Contract. The Contracting Parties agree to resolve their disputes directly and in good faith, within a period no longer than 10 working days from the receipt of the other Contracting Party's notice of dispute.
5. This Contract is done in the Czech and English languages, all language versions being equally valid and binding, in 3 copies per each language version. The MFA-Embassy in Tbilisi shall retain two copies of each language version, and the Recipient shall retain one copy of each language version. In case of disputes, the Czech language version is always decisive.
6. Neither Contracting Party shall be entitled to assign or otherwise transfer its rights and obligations arising from this Contract without the prior written consent of the other Contracting Party, unless explicitly provided otherwise in this Contract.
7. The Contracting Parties jointly declare that they are competent to enter into this Contract, that they have read the Contract before signing, that they understand and agree with the content of this Contract, and they enter into this Contract freely and earnestly. In witness thereof they append their personal signatures.

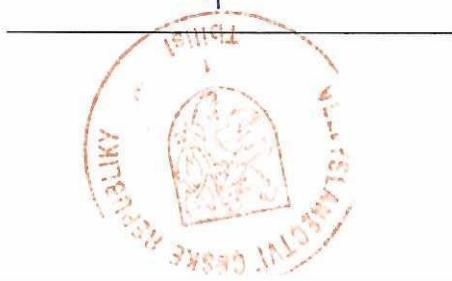
Done in Tbilisi, Georgia, April 11, 2025.

### ADDRESSES SIGNATURES

For the MFA-Embassy in Tbilisi

H.E Petr Kubernát,

Ambassador Extraordinary and  
Plenipotentiary of the  
Czech Republic to Georgia



For the Recipient

Giorgi Kldiashvili

Executive Director

