

A JOINT PUBLISHING AGREEMENT

The Mieroszewski Centre, with its registered seat in Warsaw, at ul. Jasna 14/16A, post code: 00-041 Warsaw, Republic of Poland, acting under the Polish Act of 25 March 2011 on the Mieroszewski Centre (Dz.U. = Polish Journal of Laws of 2023, item 96), NIP [taxpayer identification]: 5252503602, REGON [statistical identification]: 142894349, represented by **Dr. Ernest Wyciskiewicz**, Director of the Mieroszewski Centre, hereinafter referred to as '**the Centre**',

and

The Institute for Development of Freedom of Information, with its registered seat in Tbilisi, 20, T. Shevchenko St., 0108 Tbilisi, Georgia, date of registration: 18 June 2009, tax identification number: 204569617, UEI/DUNS No.: 683527652, represented by **Mr. Giorgi Kldiashvili**, Executive Director of the Institute for Development of Freedom of Information, hereinafter referred to as '**the Institute**',

- both hereinafter referred to collectively as '**the Parties**' and each one separately as '**the Party**',

- have hereby concluded the following Agreement:

§ 1.

1. The subject-matter of this Agreement is to define the terms and conditions for the preparation and publication of a book in the Georgian language about the victims of the Great Terror in Adjara, containing scholarly articles and biographies of victims of political repression ('**the Book**') in a total of 300 copies.

2. The schedule for the preparation and publication of the Book is attached as Appendix 1 to this Agreement.

3. The Institute hereby undertakes to carry out the activities specified in the Agreement and in the cost estimate for the preparation and publication of the Book, attached as Appendix 2 to this Agreement.

4. The Book will be circulated in the territory of Georgia.

5. The Parties hereby declare that they are co-publishers of the Book.

§ 2.

1. The Institute hereby undertakes to submit the draft book cover design to the Centre for approval, in .pdf or .jpg format, files to be sent by e-mail to the e-mail address referred to in § 14, item 1, point 1, at a time enabling the Centre to make comments, if any, and enabling the Institute to take any such comments into account.

2. The Centre undertakes, within 7 working days after the receipt of the draft book cover design, to provide the Institute, by e-mail to the e-mail address referred to in § 14 item 1 point 2, with either a notice of acceptance of the book cover design or with comments on the book cover design.

3. The Institute undertakes to make changes to the book cover design, taking into account the Centre's comments, and to submit the revised book cover design to the Centre for approval, and shall do so by e-mail to the e-mail address referred to in § 14, item 1, point 1, within a time period agreed by the Parties, expressed in working days.

4. Should the Centre have any further comments on the book cover design, the procedure referred to in items 1 to 3 shall be repeated until the book cover design has been accepted by the Centre.

5. The 'working days' referred to in items 1 to 3 above shall be understood as weekdays, from Monday to Friday, with the exception of public holidays in the Republic of Poland.

§ 3.

1. The Parties unanimously declare that the logotype of the Centre and the logotype of the Institute will be placed on the Book's cover and that the full name of the Centre in Polish and in Georgian as well as the full name of the Institute in Georgian will be placed on the Book's title page in a position agreed by the Parties.

2. The Parties unanimously declare that an ISBN assigned by the Institute will be included in the Book.

§ 4.

1. The Institute hereby undertakes to provide the Centre with 30 (say: thirty) paper copies of the Book within 14 days following the publication of the Book. As soon as the copies are collected, they shall become the property of the Centre, free of charge, and can be used for sale or for review, promotion, advertising or for any other marketing purposes, as determined solely by the Centre.

§ 5.

1. The Institute shall grant the Centre a free-of-charge, exclusive licence to use the Book, either alone or jointly with other persons or entities, in the following fields of use:

- 1) In respect of recording and reproduction of the Book: production of copies of works using a specific technique, including printing, reprography, magnetic recording and digital technique;
- 2) In respect of circulation of the original or copies of media on which the Book is fixed: placing on the market, lending or renting the original or copies;
- 3) In respect of dissemination of the Book by means other than those specified in point 2: public performance, exhibition, display, reproduction as well as broadcasting and re-broadcasting, as well as making the Book publicly available in a way enabling anyone to access it from a place and at a time of their choice, including via the Internet.

2. The exclusive licence referred to in item 1 above shall be without any temporal or geographic limitations. The Centre shall have the right to grant sub-licences in respect of the rights acquired.

§ 6.

1. The Parties hereby undertake to engage in dissemination and promotion measures concerning the Book under mutual agreement, in particular as regards the formats and timing of such measures.

2. The content and form of the dissemination and promotion materials prepared by the Parties in respect of the Book shall be subject to prior approval of each Party. If the materials are received by a Party and communicated to the Parties by e-mail, and no comments have been received within 3 days, this shall be deemed to be equivalent to the approval by the receiving Party. In the event that the receiving Party makes comments, the transmitting Party undertakes

to take such comments into account and to transmit the revised materials to the Parties, within the time period determined by the commenting Party, in order to achieve acceptance by the Parties.

3. As of the date of this Agreement, the Parties grant each other, for an unspecified period of time, a ~~free-of-charge~~, non-exclusive and geographically unlimited licence to use their respective logotypes in the fields of use referred to in Article 50 items 1 and 3 of the Polish Act of 4 February 1994 on Copyright and Related Rights (Dz.U. – Polish Journal of Laws of 2022, item 2509). The Parties shall be entitled to use the licence for the purpose of carrying out dissemination and promotion measures concerning the Book.

4. As of the date when the dissemination and promotion materials relating to the Book are transferred, where such materials represent copyrightable works in the meaning of the Polish Act of 4 February 1994 on Copyright and Related Rights, the transferring Party shall grant the other Party, for an unspecified period of time, a free-of-charge, non-exclusive and geographically unlimited licence to use such materials in the fields of use referred to in Article 50 of the said Act, unless otherwise stipulated in the agreement with the author or right holder. The licence shall permit sublicensing and the transfer of licence to third parties, unless otherwise stipulated in the agreement with the author or right holder. The Parties shall be entitled to use the licence for dissemination and promotion measures related to the Book as well as for purposes related to the Parties' activities, including reports, statements and other publications about the Parties' activities.

5. As of the date when the dissemination and promotion materials relating to the Book are transferred, the transferring Party shall transfer, free of charge, to the other Parties the ownership of the copies of such materials, recorded on paper, as well as the ownership of the data media on which these materials have been electronically recorded. The same shall apply to the mutually transferred copies of the Parties' logotypes, recorded on paper, as well as to the data media on which the Parties' logotypes have been electronically recorded.

6. The Parties hereby declare that they hold all legally required permissions to use the images of persons appearing in dissemination and promotion materials relating to the Book in the fields of use referred to in Article 50 of the Polish Act of 4 February 1994 on Copyright and Related Rights.

7. The transferring Party shall assume the responsibility for any infringement of personal interests or copyright and related rights of third parties that may be caused by the other Party's use of materials relating to the Book. In the event that any claims are made by third parties against the Parties in relation to infringement of copyright and related rights or infringement of personal interests, in particular claims relating to infringement of any intellectual property right, the Party against whom such claims have been made shall notify the transferring Party of such claims, and the transferring Party undertakes to satisfy such claims of third parties in full and to hold the Party against whom such claims have been made harmless of third party claims.

8. The Parties hereby undertake to make arrangements concerning dissemination and promotion measures relating to the Book, the content and form of dissemination and promotion materials relating to the Book, including the data format of these materials recorded in electronic form, and shall do so by e-mail using the addresses referred to in § 14 hereof.

§ 7.

1. The Parties hereby undertake to keep each other informed of events and circumstances that are relevant to the subject-matter and the scope of this Agreement.

2. The Parties may, at any time, request the other Party to provide additional information or clarification concerning the performance of the Agreement.

3. The Parties may mutually monitor the preparation and organisation of various tasks related to the performance of the Agreement.

§ 8.

1. The total amount of funds allocated by the Centre to cover the costs of the Institute's activities, as specified in this Agreement and in the cost estimate, related to the preparation and publication of the Book, attached as Appendix 2 to this Agreement, shall be EUR 17,400.00 (say: seventeen thousand four hundred euro 00/100) gross.

2. The Centre hereby undertakes to pay the gross amount referred to in item 1 above in two instalments:

- 1) the first instalment of EUR 8,600.00 (say: eight thousand six hundred euro 00/100) gross, upon signing of contract;
- 2) the second instalment of EUR 8,400.00 (say: eight thousand four hundred euro 00/100) gross, March 2024

= and shall do so within up to 14 days following the Centre's receipt of a correctly issued invoice, via transfer to the Institute's bank account specified below:

Bank name: Bank of Georgia JSC

Bank address: 29a, Gagarini street, Tbilisi, 0160, Georgia

Account number: GE78BG0000000346076297

IBAN: GE78BG0000000346076297

SWIFT CODE: BAGAGE22

3. The Institute hereby undertakes to issue an invoice no earlier than the following:

- 1) the signing of the Agreement – with regard to the first instalment;
- 2) completion of the performance of the Agreement – with regard to the second instalment.

4. The Parties hereby agree that the date of payment for each instalment shall be understood as the date on which the Centre's account is debited with the relevant amount.

5. In the event of a delay in payment of any instalment beyond the timeframe specified in item 3, the Centre hereby undertakes to pay the Institute statutory interest on the unpaid amount for each day of delay.

§ 9.

1. Neither Party shall be deemed to be in default in the event that it is unable to fulfil an obligation under the Agreement due to force majeure, and in particular due to fire, earthquake, flood, epidemic, general strike, general riots, natural disaster, embargo, war or other circumstances beyond the Parties' control.

2. Any Party claiming the existence of a force majeure shall inform the other Party of this fact in writing, indicating and confirming the said circumstances.

§ 10.

1. The Parties mutually undertake to observe confidentiality of any information obtained in connection with the conclusion, performance or termination of this Agreement and to use such information solely for the purposes related to the performance of the Agreement.

2. Neither Party may, without the prior written consent of the other Party, use the information referred to in item 1 for purposes other than the performance of this Agreement, whether during the term of the Agreement or after its termination or expiry.

3. In the event of termination, withdrawal from, or expiry of the Agreement, each Party undertakes to return all materials obtained from the other Party if requested to do so by the other Party.

4. The obligation referred to in item 1 shall not extend onto information which is generally known or to the disclosure of information under mandatory legal provisions, in particular at the request of a court, prosecutor's office, tax authorities or inspection bodies. The following information shall not be considered to be protected:

- 1) information that has previously become public information in circumstances not resulting from an unlawful act or breach of the Agreement by any of the Parties;
- 2) information that was approved for distribution under a prior written consent of the other Party;
- 3) information that was transferred to the receiving Party by a third party, lawfully and without restriction, where such a third party is not party to this Agreement.

5. The Parties shall be liable for damage caused to the other Party as a result of disclosing, using, disposing of or offering to dispose of information received from the other Party contrary to the provisions of this Agreement. This obligation shall also remain binding on the Party after the Agreement has been performed or terminated.

§ 11.

1. The Parties hereby agree that liquidated damages shall be the form of compensation applicable to the Parties.

2. In the event that the Centre cancels, ends or terminates this Agreement for reasons attributable to the Institute, the Institute shall be liable to pay liquidated damages to the Centre, equal to 10% of the gross amount referred to in § 8 point 1.

3. In the event that the Institute cancels, ends or terminates this Agreement for reasons attributable to the Centre, the Centre shall be liable to pay liquidated damages to the Institute, equal to 10% of the gross amount referred to in § 8 point 1.

4. In the event of non-performance or undue performance of the Agreement, either the Centre or the Institute, as the case may be, shall be obliged to pay liquidated damages to the other Party, equal to 10% of the gross amount referred to in § 8 point 1.

5. The Party which is obliged to pay the accrued liquidated damages shall do so within 14 days of receipt of the debit note issued by the other Party.

6. Each Party shall be entitled to claim supplementary damages under the general rules in the event that the damage suffered exceeds the amount of the liquidated damages stipulated for that Party.

§ 12.

1. The Institute may not pledge or transfer, in particular assign, reassign or sell any debt arising from the Agreement or any part thereof, or any benefit arising from the Agreement or any interest therein, to any third party without the prior written consent of the Centre.

2. The Centre may not pledge or transfer, in particular assign, reassign or sell any debt arising from the Agreement or any part thereof, or any benefit arising from the Agreement or any interest therein, to any third party without the prior written consent of the Institute.

3. If an assignment, transfer or an act leading to similar effects is undertaken:

- 1) without the Centre's written consent in the case referred to in item 1, it shall be ineffective against the Centre;
- 2) without the Institute's written consent in the case referred to in item 2, it shall be ineffective against the Institute.

§ 13.

1. The addresses of the Parties set out in the preamble of this Agreement shall be used as addresses for the service of notices. A written statement shall be deemed to have been delivered to a Party if it is sent to that Party's address by registered letter with return receipt, even if the addressee is absent, has not collected the letter for other reasons, or has refused to collect it.

2. The Parties are obliged to notify each other of any change of address, otherwise the delivery of correspondence to the addresses set out in the preamble of this Agreement shall be deemed to be effective. In such cases, no written annex to the Agreement shall be required.

§ 14.

1. The Parties have appointed the following persons as authorised to cooperate on the day-to-day basis for the implementation of the Agreement:

- 1) for the Centre: Ms. Dagmara Kłosińska, Senior Specialist in the International Projects Department of the Mieroszewski Centre, tel.: + 48 22 295 00 42, fax: + 48 22 295 00 30, e-mail: klosinska@mieroszewski.pl;
- 2) for the Institute: Mr. Anton Vatcharadze, tel.: +995 577 34 05 95, e-mail: a.vacharadze@idfi.ge.

2. If a Party changes the appointed person referred to in item 1, the other Party must be notified thereof in writing and such change shall not constitute an amendment to the Agreement.

§ 15.

1. The Centre hereby declares that the personal data (personal data of persons representing the Institute, representatives of the Institute and other persons involved in the conclusion and implementation of the Agreement on the part of the Institute) will be processed in accordance with the personal data protection regulations, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (Official Journal of the EU L 119 of 4.5.2016, p. 1, as amended), hereinafter referred to as 'GDPR'.

2. In accordance with the GDPR provisions, the Centre provides the following information:

- 1) The Centre is the controller of personal data;
- 2) Personal data will be processed for the purpose of and on the basis of the Agreement (Article 6(1)(b) GDPR), for the establishment, defence and assertion of claims (Article 6(1)(f) GDPR) and for the fulfilment of the controller's legal obligation (Article 6(1)(c) GDPR);
- 3) The recipients of personal data may include the controller's business partners, including suppliers of goods and services necessary for the performance of the aforementioned purposes, as well as entities to which the controller has entrusted the processing of personal data, including providers of IT services, accounting services as well as entities authorised by law, including government bodies;
- 4) Personal data will be processed for the duration of the performance of the Agreement as well as afterwards, i.e. until the expiry of the limitation period for potential claims arising from the Agreement and in connection with the performance of archiving obligations under the law and the Centre's internal regulations;
- 5) The data subjects shall have the right of access to their personal data processed by the Centre, as well as the right to rectification, erasure or restriction of processing, the right to

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- object to the processing, and the right to data portability;
- 6) The data subjects shall have the right to lodge a complaint with the supervisory authority established in accordance with Article 51 of the GDPR, namely the President of the Personal Data Protection Office (UODO) (ul. Stawki 2, 00-193 Warsaw, Republic of Poland, tel.: +48 22 531 03 00, e-mail: iod@uodo.gov.pl, www.uodo.gov.pl);
 - 7) The provision of personal data is voluntary but necessary for the performance of the Agreement, and failing to provide personal data may prevent the Agreement from being concluded and performed;
 - 8) The controller will not process personal data by automated means and will not carry out profiling;
 - 9) Personal data will not be transferred to third countries or to an international organisation.
3. In case of any questions regarding personal data processing, further information can be obtained by contacting the Data Protection Officer at the Centre's facility, tel.: +48 502 348 833, e-mail: iod@mieroszewski.pl.

4. The Institute hereby undertakes to provide persons representing the Institute, representatives of the Institute as well as other persons involved in the conclusion and implementation of this Agreement on the part of the Institute with information concerning personal data processing, as referred to in items 1 to 3 above.

§ 16.

1. Each Party may terminate the Agreement with immediate effect in the event of the other Party's gross breach of its obligations under the Agreement. Before terminating the Agreement, the entitled Party shall call upon the breaching Party to remedy the breaches of the Agreement, setting a reasonable period for this purpose, which shall not be shorter than 14 days following the receipt of such call.

2. Each Party may terminate the Agreement upon a one week's notice.

§ 17.

1. This Agreement shall be binding on the Parties from the date on which it is signed, and it has been concluded for the duration of the Agreement.

2. Any amendments to the Agreement shall only be valid if made in writing.

3. In particular, a change of the name of each Party, a change of the registered office of each Party or a change of the persons referred to in § 14 item 1 shall not be deemed as amendments to the Agreement.

§ 18.

1. The Agreement shall be governed by and interpreted in accordance with Polish law.

2. Any matters not regulated in this Agreement shall be regulated by generally applicable provisions of law, including the provisions of the Polish Civil Code.

3. Any disputes concerning the interpretation of the provisions of this Agreement shall be settled by negotiation between the Parties to the Agreement.

4. In the event that a dispute must be adjudicated by court, the case shall be submitted to the ordinary court with geographic jurisdiction over the Centre's registered seat.

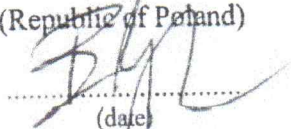
§ 19.

This Agreement has been drawn up in three identical counterparts, each in Polish and English, with two counterparts for the Centre and one counterpart for the Institute. In case of any divergent interpretations, the text in Polish shall prevail.

For the Centre

Dr. Ernest Wyciszekiewicz

Director
Warsaw
(Republic of Poland)


.....
(date)

Centrum Dialogu
im. Juliusza Mieroszewskiego
00-041 Warszawa
ul. Jasna 14/16A
REGON 142894349 NIP 5252503602

For the Institute

Mr. Giorgi Kidiashvili

Executive Director
Tbilisi
(Georgia)


.....
(date)



Appendix 1

TIMETABLE FOR THE PREPARATION AND PUBLICATION OF THE BOOK ON THE VICTIMS OF THE GREAT TERROR IN ADJARA, IN THE GEORGIAN LANGUAGE

No.	Step	Start date	End date
1	2	3	4
1.	Searches in archives	Date of Agreement	November 2023
2.	Preparation of texts	July 2023	March 2024
3.	Editing and proofreading	Mach 2024	June 2024
4.	Typesetting and cover makeup	June 2024	September 2024
5.	Printing (300 copies)	October 2024	October 2024
6.	Distribution, presentation and accompanying measures	October 2024	31 May 2025

Appendix 2

COST ESTIMATE FOR THE PREPARATION AND PUBLICATION OF THE BOOK ON THE VICTIMS OF THE GREAT TERROR IN ADJARA, IN THE GEORGIAN LANGUAGE

No.	Step	Cost (EUR)	Date
1	2	3	3
1.	Searches in archives	5,000.00	upon signing of contract
2.	Preparation of articles	3,600.00	upon signing of contract
3.	Editing and proofreading	1,000.00	March 2024
4.	Design/binding	1,200.00	March 2024
5.	Printing (300 copies)	1,600.00	March 2024
6.	Distribution, presentation and accompanying measures	5,000.00	March 2024
TOTAL		17,400.00	

B.K.