

PARTNER CONTRACT

<i>Between</i>	<i>and</i>
Partner: Juliusz Mieroszewski Centre for Dialogue (Centrum Dialogu im. Juliusza Mieroszewskiego), hereinafter referred to as the 'Centrum Mieroszewskiego' Address: ul. Jasna 14/16A, 00-041 Warsaw, the Republic of Poland E-mail: kontakt@mieroszewski.pl Telephone: + 48 22 295 00 30 Contact person: Dr Ernest Wyciszkievicz Mobile phone: + 48 602 680 139	Partner: Institute for Development of Freedom of Information, hereinafter referred to as the 'IDFI' Address: Apt. 18, Niaghvari str №4, Mtatsminda district, Tbilisi, Georgia E-mail: info@idfi.ge Contact person: Mr Giorgi Kldiashvili Mobile phone: +995 599 770 100

(The Partners shall be jointly referred to as "The Parties")

PART 1. SPECIFIC CONDITIONS

1. THE PROJECT

The IDFI is hereby provided with funds by Centrum Mieroszewskiego to implement the project and related activities related to the study and research of Georgia's Soviet past and aims to contribute to the country's decommunization (hereafter referred to as 'the Project') as described in this Contract and the annexed documents.

2. CONTRACT PERIOD

This contract covers the period **10 July 2023 – 31 October 2023**. If it is not possible to implement the activities within the agreed time frame, the IDFI must inform Centrum Mieroszewskiego immediately upon awareness of this. Further extension of the contract is possible only upon written consent.

3. PROJECT DESCRIPTION

1. The project aims on the correct and precise examination of the Soviet past as a cornerstone of proper rethinking of its wrongdoings and Actively introducing them to the wider public in Georgia and abroad.

2. Main activity: Organizing an international conference about the first mass graves discovered in Adjara in October 2023.

3. BUDGET

1. The detailed budget, is included as an annex to this contract.
2. The funds must be used as per the budget lines listed, with a maximum of +/- 10% deviation on individual budget lines, as long as this does not increase the overall total. Budget variances above 10% are subject to prior written approval.
3. The contribution is subject to sufficient appropriation of funds from the Centrum Mieroszewskiego.
4. IDFI has the right to seek funding from other donors to make this project even more successful only by written consent of The Parties.

4. REPORTING AND PAYMENT CONDITIONS

1. The IDFI will provide Centrum Mieroszewskiego with the following reporting by the deadline(s) stipulated below:

DEADLINE	DELIVERABLE
23.10.2023	Financial and substantive report

2. The funds will be transferred in EUR in accordance with the disbursement table below.

DISBURSEMENT TABLE	INSTALMENT	Amount
Upon signing of contract	100%	24 800 EUR

3. The Centre hereby undertakes to pay the gross amount referred to in item 2 above in one instalments 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

4. The funds must be based on actual costs incurred by the IDFI as reported in the financial reports.

5. Centrum Mieroszewskiego disposes of the remaining amount (if any) at its own discretion. The financial reporting shall fulfil the requirements stipulated in Part 2 Section 2 of this contract.

PART 2. GENERAL CONDITIONS

1. Management of the contribution

1. The management of Centrum Mieroszewskiego's contribution shall comply with professionally accepted bookkeeping rules and practices.
2. No offer, payment, consideration, or benefit of any kind, which constitutes illegal or corrupt practice, shall be made – neither directly nor indirectly – as an inducement or reward in relation to tendering, award of contracts, or execution of contracts. Any such practice may be grounds for the immediate cancellation of this contract, civil and/or criminal actions and exclusion from tendering for future projects.
3. If the activities under this contract result in profits, the IDFI is obliged to reinvest such profits in the further development of its organization.

2. Financial reporting

1. Financial reports (both interim and audited) shall be prepared using the Centrum Mieroszewskiego Financial Report Standard or any other format containing the same level of detail.
2. The financial report shall reflect the agreed budget. All expenses incurred in local currency shall be stated in both the local currency and converted into the currency of the budget. All expenses must be accounted for through original receipts or color copies stamped, dated and signed by the IDFI's Executive Director/Managing Director or Head of Finance.
3. In addition, the following points must be adhered to:
 - 1) Documentation for all funds received from Centrum Mieroszewskiego, in the form of bank statements or similar, must be kept and submitted with every financial report.
 - 2) The IDFI must include any bank charges in the financial reporting on the funds received.
 - 3) The IDFI is obliged to inform Centrum Mieroszewskiego of any other contribution received to cover the expenses outlined in the budget.
 - 4) All fees, salaries and/or honorariums paid out must be documented by the copies of duly signed contracts.
 - 5) Receipts for accommodation/hotel must contain names of all guests paid for, as well as the duration of their stay.
 - 6) Documentation for expenses related to events, workshops and training must include a list of participants signed by each participant.

3. Intellectual property rights, credits, and editorial responsibility

1. Any intellectual property rights (IPR), materials, reports, documents, and/or other results produced under this Contract shall be subject to the following:

B.H.

- 1) The IDFI shall have the ownership of the IPR.
- 2) All materials created as part of the project, whether online or in physical form, must bear the logos of IDFI and the Centrum Mieroszewskiego (as well as the co-sponsor logo, if applicable), along with a disclaimer.
- 3) All promotional materials, + whether online or in physical form, must be approved by the Centrum Mieroszewskiego. Materials should be sent 30 days prior to the conference.
- 4) A letter of consent must be prepared for all documents received from third parties, such as archival materials and photographs, and IDFI is responsible for this task.
- 5) Centrum Mieroszewskiego shall have an indefinite, non-exclusive, royalty free license to any type of use of the IPR. The types of use include, but are not limited to, the right to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium.

2. Centrum Mieroszewskiego is not responsible for any opinions, beliefs, or viewpoints expressed by the IDFI.

PART 3. OTHER PROVISIONS

1. Authorized Persons by the Parties

1. The following persons shall be authorised for day-to-day cooperation with regard to the performance of the agreement, for arrangements and activities arising or which may arise in connection with the performance thereof and for the supervision of the performance thereof

- 1) on the part of the Centrum Mieroszewskiego: Maciej Wyrwa, Coordinator in Research and Scholarship Department of Centrum Mieroszewskiego, tel.: + 48 22 295 00 42, fax: + 48 22 295 00 31, e-mail: wyrwa@mieroszewski.pl;
- 2) on the part of the IDFI: Anton Vacharadze, tel.: +995 577 34 05 95, e-mail: a.vacharadze@idfi.ge

2. A change of authorised persons referred to in paragraph 1 shall require informing the other Party in writing recorded in electronic form, bearing a qualified electronic signature, trusted signature or personal signature, and shall not constitute an amendment to the agreement.

2. Personal Data Protection

1. The controller of the IDFI's personal data included in the agreement, in particular name(s) and surname, Personal ID No. and the type and number of identity document and address of residence, hereinafter referred to as 'personal data', shall be the Centrum Mieroszewskiego, having the following contact details: Centrum Dialogu im. Juliusza Mieroszewskiego, ul. Jasna 14/16A, 00-041 Warsaw, the Republic of Poland, tel.: +48 22 295 00 30, fax: +48 22 295 00 31, kontakt@mieroszewski.pl, www.mieroszewski.pl.

2. The Data Protection Officer at the Centrum Mieroszewskiego 's facility shall be Maciej Łuczak, having the following contact details: tel.: +48 502 348 833, e-mail: iod@mieroszewski.pl.

3. Personal data shall be processed for the following purposes:

- 1) the conclusion and performance of the agreement, since the processing shall be necessary for taking action prior to the conclusion of the agreement and shall be required for the performance thereof, pursuant to Article 6(1)(b) of the 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 (General Data Protection Regulation) (OJ L 119 of 4 May 2016, p. 1, as amended), hereinafter referred to as "GDPR";
- 2) the fulfilment of legal obligations incumbent on Centrum Mieroszewskiego on the basis of legal provisions commonly applicable in the territory of the Republic of Poland, since processing shall be necessary for the Centrum Mieroszewskiego to comply with such obligations, pursuant to Article 6(1)(c) of the GDPR;
- 3) establishing, asserting or defending against claims in connection with the agreement or in connection with the processing of personal data, as the processing shall be necessary for the purpose of pursuing the legitimate interests of the Centrum Mieroszewskiego, pursuant to Article 6(1)(f) of the GDPR.

4. Recipients of personal data may be the entities having the right to request the access to such data on the basis of the provisions of the law generally applicable in the territory of the Republic of Poland, entities providing postal, payment, IT or telecommunication, as well as legal and debt recovery services to the Centrum Mieroszewskiego.

5. Personal data shall be stored:

- 1) in the case referred to in paragraph 3 point 1, until the expiry or termination of the agreement;
- 2) in the case referred to in paragraph 3 point 2, until the fulfilment of legal obligations by the Centrum Mieroszewskiego;
- 3) in the case referred to in paragraph 3 point 3, until the statute of limitations for claims under the agreement or claims related to personal data processing.

6. The Contractor shall have the right to:

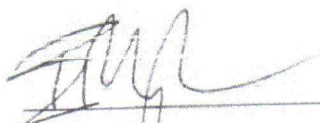
- 1) request from the controller access to the personal data, their rectification, erasure or restriction of processing and the right to object to the processing, as well as the right to data portability;
- 2) lodge a complaint to the supervisory authority within the meaning of the GDPR, i.e. to the President of the Personal Data Protection Office (ul. Stawki 2, 00-193 Warsaw, the Republic of Poland, tel.: + 48 22 5310300, e-mail: iod@uodo.gov.pl, www.uodo.gov.pl);
- 3) contact the Data Protection Officer at the Centrum Mieroszewskiego's facility in all matters relating to the processing of personal data.

7. The provision of personal data by the IDFI shall be voluntary, but necessary to conclude and perform the agreement.

3. Final Provisions

1. This Contract will be valid for the duration of Contract performance.
2. Any amendment to this Contract must be made in writing, if it is to be valid.
3. Each Party may terminate the Contract on a two months' notice.
4. The Principal will have the right to terminate the Contract with immediate effect if the Contractor fails to perform the Contract or performs it inadequately.
5. This Contract is governed by and should be interpreted in accordance with Polish law.
6. This Contract is made in three copies, each in the English language, with two copies held by the Centrum Mieroszewskiego and one by the IDFI.
7. This Contract will be binding on both Parties from the day of signing.

Date: 3 July 2023



Dr Ernest Wyciskiewicz, Director
Centrum Mieroszewskiego

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

Date: 3 July 2023



Mr Giorgi Kldiashvili, Executive Director
IDFI



Annex 2 - between the PARTNER CONTRACT between the Juliusz Mieroszewski Centre for Dialogue (Centrum Dialogu im. Juliusza Mieroszewskiego) and the Institute for Development of Freedom of Information (IDFI)

Activity: Organizing international conference about the first mass graves discovered in Adjara.

Type of Cost	Total in EUR
Human resources	2,000
Venue	2,000
Translation/ interpretation	2,200
Catering and food	5,000
Accommodation (12 people)	7,200
Transportation	1,200
PR activities/ Video	3,000
Follow-up publication	2,200
TOTAL EUR	24,800

B.K.

Annex 1 - between the PARTNER CONTRACT between the Juliusz Miroszewski Centre for Dialogue (Centrum Dialogu im. Juliusza Miroszewskiego) and the Institute for Development of Freedom of Information (IDFI)

Activity	Type of cost and activity	Type of cost	Cost per item	Number of items	Total	Timeline
Management of the conference	Contact with international partners via e-mails and official letters, inviting them, agreeing on the agenda and topics. Buying tickets for the participants abroad, booking hotels and venues. Organizing all the activities related to the conference. 2 persons involved.	Lumpsum	2 000,00 €	1	2 000,00 €	July-September 2023
Venue	Venue rental for 2 days in Batumi including simultaneous translation equipment.	Day	1 000,00 €	2	2 000,00 €	September-October 2023
Simultaneous Translation	2 translators working for 2 days.	Honorarium	1 100,00 €	2	2 200,00 €	październik 2023
Catering/ food	Catering services for 20+ persons for 4 days/ 3 rights.	Lumpsum	5 000,00 €	1	5 000,00 €	październik 2023
Accommodation	Accommodations for 20 persons per 3 nights	Item	100,00 €	72	7 200,00 €	październik 2023
Transportation	Pick up and drop off at the airport. Renting minibuses for in-country transportation (Bringing and taking to the place of shooting, excursions etc.)	Lumpsum	1 200,00 €	1	1 200,00 €	październik 2023
PR activities	High-quality video shooting and installation, recording of interviews. Other PR activities. Printing Materials	Lumpsum	3 000,00 €	1	3 000,00 €	październik 2023
Follow-up activities	Collection of topics presented at the conference from the participants, translation into Georgian, design/ binding of the conference book and online release	Lumpsum	2 200,00 €	1	2 200,00 €	November 2023 - February 2024
					24 800,00 €	

S-k.