



# Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant No. 21650161

(hereinafter only the "Contract")

## 1. CONTRACTING PARTIES

### 1.1 International Visegrad Fund

Address: Hviezdoslavovo nám. 9, 811 02 Bratislava, SK  
Identification No. of the Organization: 36060356  
Bank name: Tatra banka, a.s.  
Bank seat: Hodžovo nám. 3, 811 06 Bratislava, SK  
IBAN: SK29 1100 0000 0029 3600 0250  
SWIFT / BIC: TATRSKBX

Represented by: **Beata Jaczewska**, Executive Director

hereinafter referred to as the "Fund"

and

### 1.2 ინფორმაციის თავისუფლების განვითარების ინსტიტუტი

Name: Institute for Development of Freedom of Information (IDFI)  
Address: 4. B.Kraveishvili Str. , Tbilisi, 0108, GE  
Correspondence address: 3. A. Griboedov Str. , Tbilisi, 0108, GE  
Identification No. of the organization: 204569617  
Bank name: JSC BANK OF GEORGIA  
Bank seat: 29a Gagarin street, Tbilisi 0160, Georgia  
IBAN: GE88BG0000000155193600  
SWIFT/BIC: BAGAGE22  
Registered VAT Payer: yes  
Additional banking information: Intermediary Bank: Commerzbank, Frankfurt, Germany;  
SWIFT: COBADEFF

Beneficiary: INSTITUTE FOR DEVELOPMENT OF FREEDOM OF INFORMATION (IDFI)

Represented by: Giorgi Kldiashvili

hereinafter referred to as the "Grantee"

### 1.3 The Fund and the Grantee jointly hereinafter only "Contracting Parties".

1.4 The Contracting Parties enter into this Contract on Provision of Financial Resources from the International Visegrad Fund under the conditions and with the subject matter stipulated below.

## 2. INTRODUCTORY PROVISIONS

2.1 The Fund is an international organization which supports common cultural, scientific research and educational projects, youth exchanges, promotion of tourism and cross-border cooperation to promote development of closer cooperation among the Visegrad Group (V4) countries and to strengthen the ties among people in the region.

2.2 The Grantee applied to the Fund to provide financial support for its project named Empower society for strengthening good governance, as specified in the Application Form which forms Attachment No. 1 hereto.

2.3 The Fund approved the application of the Grantee for financial support and wishes to provide the Grantee financial support for its project within the activities of the Fund. Such financial support shall be provided by the Fund as a grant.

## 3. SUBJECT OF THE CONTRACT

3.1 The subject of this Contract is the definition of conditions for the payment of financial support from the financial resources of the Fund to support the activities of the Grantee within the project named "**Empower society for strengthening good governance**", under serial No. 21650161 as specified in Attachment No. 1 hereto (the "Project").

3.2 The Grantee specified the following project partners for the implementation of the Project:

### Partner No. 1.

Name of the organization in its native language: KohoVolit.eu	
Name of the organization in English: KohoVolit.eu	
Address: Vinice 347, Plasy, CZ-33101, CZ	CZ
Statutory representative: Michal Škop	
BIN: 22841890	Registered VAT payer: no

### Partner No. 2.

Name of the organization in its native language: K-Monitor Közhasznú Egyesület	
Name of the organization in English: K-Monitor Public Benefit Association	
Address: Rózsa utca 8, Budapest, 1077, HU	HU
Statutory representative: Andras Iljicsov	
BIN: 01-02-0012439	Registered VAT payer: no

### Partner No. 3.

Name of the organization in its native language: Fundacja Instytut Myśli Obywatelskiej im. Stańczyka	
Name of the organization in English: Stanczyk Institute of Civic Thought Foundation	
Address: Sławkowska 12, Kraków, 31-014 Kraków, PL	PL
Statutory representative: Przemysław Żak; Jan Niedoślą; Anna Rozkuszka; Anna Cioch	
BIN: 6772327075	Registered VAT payer: no

### Partner No. 4.

Name of the organization in its native language: KohoVolit.eu	
Name of the organization in English: KohoVolit.eu	
Address: Lánska 948/87-5, Považská Bystrica, 017 01, SK	SK
Statutory representative:	
BIN: 42148928	Registered VAT payer: no

all of the above mentioned partners hereinafter jointly referred to only as the "Project Partners."

3.3 The subject of the Project shall be supported by the Fund with an amount of up to **€49,670.00** under conditions set forth further in this Contract (the "Grant").

3.4 The Grantee is obligated to implement the Project in compliance with the time frame and financial and other conditions stipulated in the Contract.

3.5 The Grantee is obligated to keep the Fund updated in regard to the Project via the grant management on-line system available at <http://my.visegradfund.org/> (the "On-line System").

#### 4. IMPLEMENTATION PERIOD OF THE PROJECT

4.1 The Contracting Parties agree that the Project shall last from 06/03/2017 to 28/02/2018 (the "Implementation Period").

4.2 Particular stages of implementation of the Project are specified in Attachments No. 2 and 3 hereof ("List of outputs" and "Calendar of Events"). The Grantee is obligated to maintain an up-to-date Calendar of Events. Any change in the dates, venues or types and names of events originally stipulated in the Calendar of Events must be updated in the On-line System no later than 3 working days prior to the planned date.

#### 5. GRANT PAYMENT

5.1 The Grant shall be paid to the Grantee under conditions set forth in Section 5.2 hereof in 3 installments as follows:

- the 1st installment in the amount of **€17,000.00** within 15 working days after the delivery of the valid and effective Contract by the Grantee to the Fund,
- the 2nd installment in the amount of **€22,736.00** within 30 working days after delivery of the Interim Report and Financial Report by the Grantee to the Fund according to Article 7 hereof (the "Interim Installment"),
- the 3rd installment in the amount of **€9,934.00** within 30 working days after the delivery of the Final Report, Financial Report and Audit Report by the Grantee to the Fund according to Article 7 hereof (the "Final Installment").

5.2 The Grantee shall be entitled to a Final Installment of the Grant solely upon the approval of the Fund provided (i) the relevant reports relating to the particular installment were delivered by the Grantee to the Fund within the periods stated in the Calendar of Events as specified in Attachment No. 3 hereto and and (ii) such reports were approved by the Fund pursuant to Article 7 hereof.

5.3 The Fund reserves the right to deny the disbursement of the Grant or any part of it in case the Grantee does not comply either with the rules and principles of the Fund mentioned in 5.4 or the provisions of the present Contract. In such case the Grantee shall not be entitled to any disbursement.

5.4 The Grantee declares that prior to the signing of this Contract they made themselves familiar with the rules and principles of the Fund which are applied by the Fund for the organization and treatment with the grants and which are published on the website of the Fund. The Grantee shall be obliged to accept all such rules and principles of the Fund.

## 6. GRANT UTILIZATION

6.1 The Grant shall be used by the Grantee only to cover the direct expenses of the Project during the Implementation Period of the Project according to the budget plan which forms Attachment No. 2 hereof (the "Budget"). Up to 7% of the Grant may be used to cover Project overhead costs (operating costs directly linked to the Project).

6.2 The expenses required for the Project from the Grant cannot exceed the approved amount.

6.3 The Grant may be used only during the contracted Implementation Period. The part of the Grant not used during the Implementation Period shall be returned by the Grantee to the Fund upon request within 15 working days.

6.4 The Grantee shall use the Grant according to the Budget in an efficient and cost-effective way.

6.5 Any change in the qualified expenses as stated in the Budget exceeding the amount of €1,000.00 in individual budget line requires the prior approval of the Executive Director of the Fund. For such approval to be granted a written request of the Grantee is required in which the need of such change shall be justified. Without the approval of the Fund the Grant may not be used to cover such changed expenses exceeding the amount qualified in the Budget.

6.6 The Grantee may ask for a potential change in the utilization of the Grant in writing. The Grant may be utilized in a manner different than agreed upon in this Contract only with the written approval of the Fund.

6.7 The financial resources of the Grant other than overhead costs cannot be used for:

- a) capital investments,
- b) VAT refund for Grantees who request VAT compensation from local authorities,
- c) the Grantee's own indirect costs (electricity/gas/water/telephone bills, etc.),
- d) internal costs or invoices (rent of one's own premises, one's own accommodation and board),
- e) Grantee's own work—e.g. coordination of the Project, salaries, financial remuneration of employees, etc. (or any expenses related to employment based on the Labor Code, including daily allowances, part-time work, etc.),
- f) overhead costs exceeding 7% of the Grant

## 7. REPORTING OBLIGATIONS AND RELATED CONTRACTUAL TERMS

7.1 The Grantee shall immediately inform the Fund in writing of any circumstance which may effect the realization of the Project or of any changes in contractual conditions. The Executive Director of the Fund shall decide upon such circumstances and changes.

7.2 The Grantee shall deliver to the Fund:

<i>Report:</i>	<i>Covering the period from—to:</i>	<i>Latest delivered of report:</i>
Interim Report	06/03/2017–30/09/2017	27/10/2017
Financial Report	06/03/2017–30/09/2017	27/10/2017
Final Report	06/03/2017–28/02/2018	28/03/2018
Financial Report	01/10/2017–28/02/2018	28/03/2018
Audit Report	06/03/2017–28/02/2018	28/03/2018

7.3 The reports under this Article hereof shall be drawn up in the qualified forms and according to the requirements and instructions published on the website of the Fund. The Fund reserves the right to deny any Report failing to meet this requirement.

7.4 All the reports except the Audit report shall be prepared and separately signed by the Grantee or authorized representative of the Grantee.

The Audit report shall be prepared by a certified auditor registered in a Chamber of Auditors of the country of the Grantee's residence.

7.5 The financial reports shall conform to the budget and shall mention expenditures related to the Project and shall comply with financial documents evidencing the utilization of the Grant. All financial documents (receipts, bills, contracts and invoices, etc.) related to a project must be kept for period of at least 10 years and copies thereof delivered to the Fund upon request.

7.6 The Fund has the right to verify any data provided by the Grantee to the Fund. The Grantee hereby grants the Fund authorization to provide any acts on behalf of the Grantee necessary for verification of any data provided by the Grantee to the Fund.

7.7 In case of any reservations of the Fund to provided reports or any documentation attached thereto the Grantee shall be obligated to revise such reports or documentation according to the requirements of the Fund within the period stated by the Fund.

7.8 The Fund reserves the right to determine the eligibility of each cost to be covered by the Fund. Such decision of the Fund shall be considered final and shall be accepted by the Grantee without objection or appeal. The Fund shall not be obliged to justify the reasons for its rejection.

## **8. OTHER CONTRACTUAL TERMS**

8.1 All formal communication with the Fund must be conducted in English.

8.2 The Grantee has an obligation to specify a bank account for the purposes of the grant disbursements realized by the Fund. All Project payments must be carried through the bank account owned by the Grantee.

8.3 The Grantee shall conduct bank transfer (non-cash) transactions, where possible. Cash operations shall be limited to 30% of the amount of the Grant.

8.4 The Grantee is obligated to acknowledge the Project's support by the Fund and by the Ministry of Foreign Affairs of the Kingdom of the Netherlands Project (hereinafter "the Netherlands Foreign Ministry") (i) in all premises where events take place as part of the Project (in the form of a banner or flag), (ii) in all printed materials distributed as part of the Project and (iii) on all websites connected with the Project, including the Project website and the websites of the Grantee and of the Project Partners. All acknowledgements must visibly carry the logos of the Fund and of the Netherlands Foreign Ministry and, if on-line, must be directly linked to [www.visegradfund.org](http://www.visegradfund.org) and [www.minbuza.nl](http://www.minbuza.nl). Acknowledgements in event venues must be present for the duration of the events; acknowledgements on-line must remain active for the whole Contractual Period of the Project, at minimum. The Grantee shall ensure that any of its Project Partners acknowledge the Fund's and the Netherlands Foreign Ministry's support of the Project to the same extent that the Grantee is obligated under this Contract.

8.5 The Grantee is obligated to issue at least one press release or public invitation regarding the Project. Each press release or public invitation must be entered into the On-line System and disseminated to relevant media. Each press release must contain acknowledgement of the Fund's support of the project according to this Contract.

8.6 The Fund reserves the right to carry out monitoring visits of the Project and implementation thereof and carry out financial inspection of the Project and, if necessary, request additional documentation regarding the Project. The Grantee is obligated to allow visits from the staff of the Fund or from personnel authorized to do so by the Fund, allow a financial inspection and provide any materials related to the Project upon request.

8.7 The Fund (or person authorized by the Fund) is entitled to carry out an audit of the Grantee during the Implementation Period. The Grantee is obligated to bear such audit and provide the Fund with any accounting and other document related to the Grant and make and deliver the Fund copies therefrom.

8.8 The Grantee is obligated to archive all documents (including financial documents) related to the utilization of the Grant for a period of not less than 10 years from the utilization of the Grant.

8.9 The Fund undertakes to extend to the Grantee necessary co-operative support.

8.10 Both Contractual Parties may disclose information on the Project and enable access of the public to participate in the Project.

## 9. CONTRACTUAL SANCTIONS

9.1 The Fund shall be entitled against the Grantee for a contractual penalty in the amount of 20% of the amount of the Grant (the "Contractual Penalty"), if:

- a) any data provided by the Grantee turns out to be false or not up-to-date, or
- b) the Grantee fails to deliver to the Fund any of the reports according to this Contract in time, or
- c) the Grantee fails to observe the Budget or the Grant or any part of it is used in conflict with the terms stipulated in this Contract, or
- d) the Grantee breaches any of its obligation arising from Article 8 hereof.

9.2 The Contractual Penalty shall be paid by the Grantee within 15 working days from the written notice of the Fund. The Contractual Penalty payment shall not affect the Fund's right to request a damage compensation for any damages caused to the Fund.

9.3 The Fund shall be entitled to withdraw from the Contract, in case:

- a) any of the contractual obligations are breached by the Grantee, or
- b) any kind of false/incorrect data/information is provided by the Grantee, or
- c) any of the contractual requirements are not met by the Grantee, or
- d) deficiencies are determined that could in a significant way affect the result or approved schedule during the implementation of the Project, or
- e) the good reputation of the Fund is damaged by the Grantee.

9.4 The notice of withdrawal shall be delivered in writing in person or by registered mail to the address of the relevant Contracting Party stated in this Contract. The notice of withdrawal shall be considered received on the date of its delivery. If the delivery of the withdrawal notice is rejected by the relevant Contracting Party, the rejection date shall represent the date of delivery. In the case of postal deliveries the withdrawal notice shall be considered received on the third day of its postal deposit, irrespective the addressee's knowledge of such deposit.

9.5 If the Contract is terminated upon the withdrawal of the Fund therefrom, the Grantee shall automatically be obligated to return to the Fund the amount of the paid Grant within 15 working days.

9.6 In case the Grantee fails to observe the Budget or the Grant or any part of it is used in conflict with the terms stipulated in this Contract, the Grantee shall be obligated to return the amount of the paid Grant to the Fund within 15 working days at the call of the Fund.

9.7 When the Fund determines deficiencies that could in a significant way affect the result or approved schedule during the implementation of the Project, the Fund reserves the right to suspend the payment of Grant or any part of it for a definite period.

9.8 If the Fund anytime (i.e., also after implementation of the Project) learns about a misuse of any funds granted to the Grantee by the Fund, the Grantee shall be obligated to return the full granted amount to the Fund within 15 working days of the call of the Fund.

## 10. FINAL PROVISIONS

10.1 This Contract shall be governed by Slovak law. Relevant provisions of the Civil Code of the Slovak Republic and other related regulations of the Slovak Republic shall apply to the relations regulated in this Contract, resulting from it and related to it.

10.2 Any disputes resulting from this Contract which could not be settled by mutual agreement of the Contracting Parties shall be resolved by Slovak courts.

10.3 This Contract shall enter into force on the day of its signing by both Parties. This Contract is concluded for a definite time period until 09/05/2018 (i.e., the implementation period + 50 working days), except the stipulations in Section 9.8 hereof which shall remain valid and effective for an indefinite time period.

10.4 Both Contracting Parties declare that they conclude this Contract of their free will, they have read its content and as evidence of their consent to its wording they voluntarily sign it as correct.

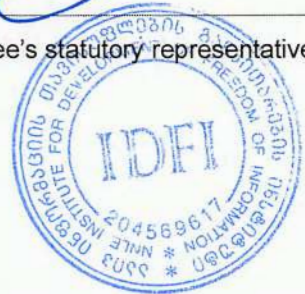
10.5 The Contract is drawn up in two identical counterparts in English. Each Contracting Party shall receive one counterpart of the Contract.

Done in Bratislava, on 06/03/2017

Signature of the Fund's statutory representative



Signature of the Grantee's statutory representative



## Attachment 2

to the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad  
Grant No. 21650161

### List of Outputs:

Total approved sum: €49,670.00





<b>1 FOI requests and received public data from several Georgian government institutions (more than 1000 requests to more than 100 public institutions) (Product)</b>
06/03/2017—31/12/2017
IDFI will request public information about different types of expenses (mostly) as of 2016 and 2017. The institute submitted similar requests containing some standard questions over the past 6 years. Hence it will be possible to compare public expenses according to year and public institutions. The accumulated information over the past years should be digitalised and published in open formats.
<b>2 Establishment of the platform (Product)</b>
01/04/2017—31/08/2017
IDFI plans to establish an interactive platform, where public data on government expenses will be available for the general public. The platform will also have basic visualisation tools.
<b>3 Data sets (around 700-1000 datasets) (Product)</b>
01/04/2017—31/12/2017
Different types of expenses about government institutions (procurement, salaries, credits, debt, budget spending, administrative costs, etc) will be digitalised by IDFI and its network of journalists, activists, bloggers. Later, these data sets will be permanently available for anyone on the platform. They could reuse data and prepare their own analyses.
<b>4 Consultations with partners on data visualization (Event—Private), Budapest, HU</b>
01/04/2017—31/12/2017
Consultations with the representatives of partner organization from Hungary via Skype and email
<b>5 Consultations with partners on data visualization (Event—Private), Krakow, PL</b>
01/04/2017—31/12/2017
Consultations with the representatives of partner organization from Poland via Skype and email
<b>6 Consultations with partners on data visualization (Event—Private), Plasy, CZ</b>
01/04/2017—31/12/2017
Consultations with the representatives of partner organization from the Czech Republic via Skype and email
<b>7 Consultations with partners on data visualization (Event—Private), Povazska Bystrica, SK</b>
01/04/2017—31/12/2017
Consultations with the representatives of partner organization from Slovakia via Skype and email
<b>8 Video about the platform (Product)</b>
01/08/2017—30/09/2017
One video will be prepared explaining main features and structures of the platform. It will be a good visual manual for the users.
<b>9 Data visualizations (Product)</b>
01/08/2017—31/12/2017
Analysts, activists experienced in processing data, will prepare articles and analyses about pressing issues revealed while digitalizing the data. In each case, the author will prepare a small analysis, based on which visual material (e.g. infographic) could be prepared.
<b>10 Publication/Report (Product)</b>
01/08/2017—31/01/2018
A joint publication will be prepared by IDFI and its partners from the Visegrad countries. It will assess standards of the publication of open data and overall situation in terms of access to public data in these countries. A package of recommendations will be elaborated for the Government of Georgia in order to improve accessibility of open data in Georgia and establish common standards for proactive disclosure of various data. These suggestions will be sent to the respective government institutions.
<b>11 Presentation of the platform (Event—Public), Tbilisi, GE</b>
01/09/2017—30/09/2017
The established platform will be presented to the general public. Journalists, activists, blogger, CSO representatives and people working on the issues will be invited to the event.
<b>12 Essay contest (Event—Public), Tbilisi, GE</b>
01/09/2017—31/01/2018
For the purpose of encouraging usage of the platform by activists, journalists and bloggers, the project team will declare essay contest. Any interested person, especially journalists, will have an opportunity to participate. They will write analyses based on the data published on the platform. The authors of three best articles will be awarded during the final presentation.
<b>13 Final presentation (Event—Public), Tbilisi, GE</b>
01/02/2018—28/02/2018
Key findings and results of the project, as well as a joint publication will be presented during the final presentation. Key stakeholders, like government representatives, journalists, CSO representatives, activists and students will be invited to the event. The winners of the essay contest will be awarded.

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## Budget

Accommodation and board	500.00
Awards and prizes	2,000.00
Expert fees/Fees for authors or artists	35,500.00
Office supplies/consumption material	1,400.00
Printing/publishing costs	2,000.00
Promotional costs	1,100.00
Rent and related technical services	1,500.00
Translation and interpreting costs	1,800.00
Transportation and postage	400.00
Project overhead costs	3,470.00
<b>Total</b>	<b>49,670.00</b>

Done in Bratislava, on 06/03/2017

Signature of the Fund's statutory representative



Signature of the Grantee's statutory representative



## Attachment 3

to the Contract on the Provision of Financial Resources from the International Visegrad Fund's Visegrad Grant  
No. 21650161

### Calendar of Events:

Implementation period: from 06/03/2017 to 28/02/2018

Financial Report, Final Report and Audit Report deadline: 28/03/2018

	Event	City	Country	From	Until
1	Consultations with partners on data visualization	Budapest	HU	01/04/2017	31/12/2017
2	Consultations with partners on data visualization	Krakow	PL	01/04/2017	31/12/2017
3	Consultations with partners on data visualization	Plasy	CZ	01/04/2017	31/12/2017
4	Consultations with partners on data visualization	Povazska Bystrica	SK	01/04/2017	31/12/2017
5	Presentation of the platform	Tbilisi	GE	01/09/2017	30/09/2017
6	Essay contest	Tbilisi	GE	01/09/2017	31/01/2018
7	Final presentation	Tbilisi	GE	01/02/2018	28/02/2018

Done in Bratislava, on 06/03/2017

Signature of the Fund's statutory representative



Signature of the Grantee's statutory representative

