

## Grant Transfer Agreement for Elisabeth-Selbert-Initiative Project Funding

The German Federal Foreign Office has issued the Institut für Auslandsbeziehungen e. V. (ifa) a grant to implement the Elisabeth-Selbert-Initiative. ifa may transfer this grant for project funding purposes to host organisations in Germany and abroad. The grant allocation notice issued by the German Federal Foreign Office places ifa under the obligation to transfer the grant according to the budgetary rules and other provisions specified by the German Federal Foreign Office.

ifa is supporting  
Institute for Development of Freedom of Information (IDFI)  
with respect to implementing the relocation

For this purpose, the  
**Institut für Auslandsbeziehungen e.V. (ifa)**  
**Charlottenplatz 17, 70173 Stuttgart**  
- Grant Provider -

represented by Mr Urban Beckmann, Head, Dialogues Department,

and

**Institute for Development of Freedom of Information (IDFI)**  
**4 Niaghvari Street**  
**Apartment 18**  
**Tbilisi 0108**  
**Georgia**  
- Grant Recipient -

represented by Mr Georgi Kldiashvili, Executive Director

hereby enter into the following Grant Transfer Agreement:

### Art. 1 Grant allocation

Based on the application dated 30.06.2022, the Grant Provider shall issue a grant to the Grant Recipient for the period from 01.07.2022 to 31.12.2022. The 6-month relocation stay shall be implemented within this time frame. The relocation stay is subject to the issuance of a visa, if applicable.

The total expenses eligible for funding shall amount to EUR 12.956,00 (in words: twelvethousandninehundredfiftysix euros zero cents). Of this amount, EUR 12.956,00 shall be allocated to the year 2022. Grant transfers from one year to the following year are not permitted.

The grant may only be used during this period. Only expenses with a payment date or reason for payment that fall within the designated contractual period may be paid from the grant. Expenses outside the contractual period may not be paid from the grant.

The grant is subject to the German Federal Foreign Office issuing the corresponding funds to the Grant Provider. The Grant Provider reserves the right to discontinue funding if the funds approved by the German Federal Foreign Office for transfer are not made available to it (e.g. due to budget freezes or discontinuation of funding by the German Federal Foreign Office).

*G.K.*

## **Art. 2 Purpose of the grant/earmarking/expenses eligible for funding**

The grant shall be issued in the full financing mode earmarked for implementing the relocation stay of

It may exclusively be used for implementing the project in accordance with the application in the version dated 30.06.2022 (Appendix 1) and the financing plan in the version dated 30.06.2022 (Appendix 2).

## **Art. 3 Assurances/obligations by the Grant Recipient**

By accepting the grant, the Grant Recipient confirms that

- the project was not started prior to the beginning of the funding period.
- no additional grants or funds from other bodies or agencies for the aforementioned purpose will be received and that it does not have any of its own resources for this project.

## **Art. 4 Reservation of a right of rescission by the Grant Provider**

The Grant Provider reserves the right to rescind the Agreement if

- the German Federal Foreign Office does not make the funds to be transferred available to the Grant Provider.
- the requirements to be fulfilled for concluding the Agreement subsequently cease to be met.
- the Agreement is concluded based on statements made by the Grant Recipient that are in any material respect incorrect or incomplete, and the Grant Provider would not have signed the Agreement or would have granted a lower amount of funds had it been aware of the correct or complete facts.
- the Grant Recipient fails to comply with the obligations agreed upon in this Agreement and with the binding Appendices or to comply with them to their full extent or in due time.
- the Grant Recipient does not use the grant, does not use it within a short period after disbursement (8 weeks) or fails to use it for its intended purpose.
- achievement of the purpose of the grant becomes impossible.
- the purpose of the grant or other circumstances decisive for grant allocation change or cease to exist.
- insolvency proceedings concerning the assets of the Grant Recipient are filed or initiated.

## **Art. 5 Repayment obligations of the Grant Recipient**

The Grant Recipient shall immediately repay the grant to the Grant Provider

- if the Grant Provider withdraws from the Agreement for justified reasons or if the amount of the grant is reduced in accordance to *Appendix 3 Further provisions Art.2 Subsequent reduction of expenses or change of financing mode.*

## **Art. 6 Disbursement of the grant**

**In addition to Appendix 3, item 1.4 under *Further provisions***

- A project account for the grant shall be set up in the accounting system of the Grant Recipient; all revenues and expenses arising in connection with the project's implementation until its completion, inclusive of interest amounts earned, shall be recorded on this account.
- Disbursement of funds must be requested – when appropriate, in the form of partial sums – from the Grant Provider by using the Grant Provider's *Request for Funds* template (Appendix 6). The request must be signed by the person(s) authorised by the Grant Recipient for such purpose and bear the stamp of the organisation. It must then be scanned and submitted by email.

*B.K.*

- Requested funds (partial sums) shall be transferred to the account specified by the Grant Recipient (Appendix 7).
- Funds shall only be requested for immediate use. Immediate use is defined by eight weeks. The eight-week period begins with the receipt of the payment on the Grant Recipient's bank account (Appendix 3, item 1.4 of *Further provisions*).
- ifa must be notified in writing by 15.11.2022 as to whether and to what extent the project funds made available from the current financial year will not be requested.
- The last request for funds for the year 15.11.2022 must be received by 15.11.2022 at the latest. Requests received after this date cannot be processed. Funds not requested in time shall be forfeited.
- Funding may not be carried over to the following year.

#### **Art. 7 Travel expenses/travel insurance/expenses related to board and lodging during travel**

- Flight costs shall be recognised for the cheapest flight in economy class, irrespective of destination or duration of the flight.
- Public means of transport shall be used for domestic travel.
- Travel allowances shall at best be eligible according to the provisions set forth in the *German Federal Travel Expenses Act (Bundesreisekostengesetz / BRKG)* and the *Foreign Travel Expenses Ordinance (Auslandsreisekostenverordnung / ARV)*, as amended.<sup>1</sup>
- As a precaution, the Parties hereby note that in case of illness or accident, no claims may be asserted against the Grant Provider pertaining to health insurance schemes or pension rights. The Grant Recipient shall undertake to take out a foreign health and repatriation insurance policy for the scholarship holder.

#### **Art. 8 Provisions under public procurement law**

Contracts with an estimated contract value of up to EUR 1,000 (excluding VAT) must be awarded after first conducting an informal price determination (e.g. internet research). At least three written comparative offers must be obtained for contracts with an estimated contract value of more than EUR 1,000 (excluding VAT).

#### **Art. 9 Public relations work, protection of specific rights**

Publicity is possible if it does not jeopardise the safety of the human rights defender. Any public relations work shall require the explicit consent of the human rights defender.

If public relations work is possible, all publications and announcements (e.g. press releases, publications, working materials, reports, announcements, invitations) should include reference to the Grant Provider ifa and the German Federal Foreign Office. This shall also apply to any publications on the internet. Compliance with applicable data protection regulations must be ensured (Appendix 8).

#### **Art. 10 Commitment to prevent corruption**

The Grant Recipient shall undertake appropriate personnel and organisational/administrative measures to prevent misappropriation of the grant and its project activities being potentially influenced by corruption. The Grant Recipient shall also prevent any practices that could give rise to an allegation of corruption. The Grant Provider must be informed immediately if there are indications of any violation of the purpose of the grant or other indications of corruption or criminal acts. If applicable, the Grant Provider may demand the return of funds already paid if there is good reason to believe that these

<sup>1</sup> ARV Verordnung für die Reisekostenvergütung  
[https://www.gesetze-im-internet.de/arv\\_1991/BINR011400991.html](https://www.gesetze-im-internet.de/arv_1991/BINR011400991.html)

*E.K.*

payments have been misappropriated. The Grant Recipient shall be given the opportunity to comment in advance.

#### **Art. 11 Obligation to avoid all forms of antisemitism**

Funding by the German Federal Foreign Office does not permit the promotion of host organisations or human rights defenders who question Israel's right to exist, call for a boycott of Israel or carry out activities in support of the BDS movement. The Grant Recipient hereby confirms that the project to be funded does not have BDS activities as its objective or content. <sup>2</sup>

#### **Art. 12 Agreement on the application of law and the place of jurisdiction**

The Parties agree that

- this Agreement shall be subject to German law.
- disputes, if any, arising from this Agreement shall be resolved by the competent court at the place of the registered offices of the Grant Provider.
- any changes or amendments to this Agreement must be made in writing in order to be valid.
- this Agreement is a translation of the legally accurate and binding German original. In case of discrepancy, the German original shall prevail.
- A scan of the signed and stamped Agreement is accepted and legally binding.
- any other agreements made between the Parties and resulting in connection with the Appendices listed hereinafter shall form integral parts of this Agreement:
  - Appendix 1 Project Planning (most recent version)
  - Appendix 2 Financing Plan (most recent version)
  - Appendix 3 Further provisions
  - Appendix 4 Templates on reporting: Expenditure of funds, list of receipts, inventory list, Summary report (Part A and B)
  - Appendix 5 Payments to the ifa
  - Appendix 6 Template of fund request
  - Appendix 7 Template bank details of Grant Recipient
  - Appendix 8 Information on data protection and processing of your personal data according to GDPR

This Agreement consists of a total of 4 pages plus the aforementioned Appendices.

Stuttgart, on this 30.06.2022

  
.....  
Signature of the person authorised by  
the Grant Provider  
Seal of the Institut für Auslandsbeziehungen e. V.

  
.....  
Signature of the person(s) authorised by  
the Grant Recipient  
Stamp of the organisation

<sup>2</sup> BDS stands for Boycott, Divestment and Sanctions. This goes back to a resolution passed by the German Bundestag <https://www.bundestag.de/dokumente/textarchiv/2019/kw20-de-bds-642892>