

PARTNER CONTRACT

(Documented)

<p><i>Between</i></p> <p>International Media Support (IMS) Nørregade 18 1165 Copenhagen K Denmark Telephone: +45 8832 7000 CVR No.: 26487013 (hereinafter referred to as “IMS”)</p>	<p><i>and</i></p> <p>Partner: Institute for Development of Freedom of Information (IDFI) Address: Apt. 18, Niaghvari str №4, Mtatsminda district, Tbilisi E-mail: info@idfi.ge Contact person: Giorgi Kldiashvili Mobile phone: +995 599 770 100 (Hereinafter referred to as “the Partner”)</p>
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(IMS and the Partner shall be jointly referred to as “The Parties”)

PART 1. SPECIFIC CONDITIONS

1. THE PROJECT

The Partner is hereby provided with funds by IMS to implement the project “Advancing Open Data Standards and Promoting Open Data Use in Georgia” (hereafter referred to as ‘the Project’) as described in this Contract and the annexed documents.

2. CONTRACT PERIOD

This contract covers the period **1 June – 30 November 2022**. If it is not possible to implement the activities within the agreed time frame, the partner must inform IMS immediately upon awareness of this. Further extension of the contract is possible only upon written consent of IMS.

3. PROJECT DESCRIPTION

The aim of the project is to advocate for the improvement of FOI regulation in Georgia through multistakeholder dialogue and sharing best practices with Georgian public servants.

Main activities:

- *FOI advocacy meeting;*
- *Preparing and disseminating analyses;*
- *Organising workshops and roundtable discussions;*
- *Open data contest.*

See further description of the project in the attachments.

4. BUDGET IN EUR

REPORTING BUDGET	<i>Total in EUR (no decimals, only whole numbers)</i>
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<i>Human resources</i>	<i>18.080</i>
<i>Other direct costs (workshops, roundtable discussions, office rent, etc)</i>	<i>3.060</i>
<i>Admin fee (max. 7%)</i>	<i>1.479</i>
<i>TOTAL</i>	<i>22.619</i>

The detailed budget, supplementing the overall budget above, is included as an annex to this Contract.

Budget grand total 22.619 EUR.

Of the total budget, the maximum funding from IMS will be 22.619 EUR, which is equivalent to 169.642,50 DKK.

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 from IMS.

The contribution is subject to sufficient appropriation of funds from donors to IMS.

5. REPORTING AND PAYMENT CONDITIONS

The Partner will provide IMS with the following reporting by the deadline(s) stipulated below:

DEADLINE	DELIVERABLE
30.10.2022	Progress report
15.12.2022	Final reports – financial & narrative

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

DISBURSEMENT TABLE	INSTALMENT	Amount
Upon signing of contract	75%	16.964,25
Upon IMS approval of final reporting.	Remaining balance	

The funds forwarded by IMS must be based on actual costs incurred by the Partner as reported in the financial reports. The costs covered by the **final instalment** of this Contract, must be paid in advance by the Partner for subsequent reimbursement by IMS.

Disbursement of the final remaining balance further requires submission and IMS approval of a final **financial statement** covering the total expenditure.

The financial reporting shall fulfil the requirements stipulated in Part 2. Section II of this contract.

6. ANNEXES

- **IMS Partner Admin Guidelines**
- **IMS PARTNER Financial Report Standard 2018**
- **Project Document**
- **Budget**

PART 2. GENERAL CONDITIONS

I. Management of the contribution

The management of IMS' contribution shall comply with professionally accepted bookkeeping rules and practices.

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.

The Partner must adhere to the IMS Code of Ethics, which is available on the IMS website. (www.mediasupport.org)

If the activities under this contract result in profits, the Partner is obliged to reinvest such profits in the further development of its organisation.

II. Financial reporting

Financial reports shall be prepared using the IMS PARTNER Financial Report Standard or any other format containing the same level of detail. The IMS PARTNER Financial Report Standard format will be sent to the Partner by e-mail together with this contract.

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 colour copies stamped, dated and signed by the Partner's Executive Director/Managing Director or Head of Finance. Incurred expenses not included in the budget and expenses not accounted for through invoices are not eligible for reimbursement.

In addition, the following points must be adhered to:

- a) Documentation for all funds received from IMS, in the form of bank statements or similar, must be kept and submitted with every financial report.
- b) The Partner must include any bank charges in the financial reporting on the funds received from IMS. Bank charges must not be excluded from the reporting, as this causes a discrepancy between the funds forwarded by IMS and the funds received by the Partner.
- c) The Partner is obliged to inform IMS of any other contribution received to cover the expenses outlined in the budget.
- d) If IMS is co-funding a larger budget, the Partner is obliged to submit to IMS the full financial report documenting the total income and expenditure.
- e) All fees, salaries and/or honorariums paid out must be documented by either the recipient's signature verifying the receipt of the payment, stating what the payment is for and when the task has been performed, or copies of duly signed contracts/time sheets.
- f) Receipts for accommodation/hotel must contain names of all guests paid for, as well as the duration of their stay.
- g) Documentation for expenses related to events, workshops and training must include a list of participants signed by each participant.

- h) Any accumulated interest on the bank account is to be reported to IMS.
- i) All unused funds must be returned to IMS after the final financial report has been approved.

III. Control measures

If deemed necessary by IMS, the Partner shall allow IMS, the back donors of IMS and/or any external auditor authorised by either IMS or its back donors, to verify the implementation of the Project and conduct quality assurance visits and/or conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the Project.

The supporting documents shall be available in either original form or as certified copies for such inspections up to 7 years after the payment of the balance on the Project. If needed IMS or its designated representative holds the right to visit and inspect the office of the partner or any facility related to the project with a 10 days' notice in case of non-compliance.

IV. Procurement and handling of inventory

Due to the nature of funding of IMS programmes, all partners are required to demonstrate cost-consciousness, in accordance with international principles of transparency and fair competition when purchasing equipment or services with funding received from IMS.

Procurement carried out by the Partner or any partner/agency appointed by the Partner shall follow the below thresholds.

GOODS/EQUIPMENT	SERVICES
Above € 2.401 annually*, three quotations are required Above € 10.000 annually*, an open advertisement is required	Above € 10.000 annually*, three quotations are required Above € 20.000 annually*, an open advertisement is required
*Procurement activities must not be divided to circumvent the procurement thresholds. If it is foreseeable that several identical or very similar units will be procured within a period of twelve months, then these units (and their total value) must be treated as one single procurement activity.	

Procurement of equipment (material, supplies, etc.) must be approved by IMS based on documented prices. Exceptions to this requirement must be approved in writing by IMS. IMS shall maintain ownership of any such equipment. At the end of the Project, the parties may use the Inventory template to donate inventory to the Partner.

The partner acknowledges the following responsibilities regarding any equipment procured under this Contract:

- The Partner must list any equipment (material, supplies) purchased using the funds forwarded under this Contract in the inventory template provided by IMS.
- When receiving such equipment, the Partner must verify that it is delivered in accordance with the description provided by the supplier. Any deviations from the description must be reported to IMS.
- The Partner shall be responsible for such equipment, including any storage costs, and must not lend or transfer such equipment to a third party, without written approval from IMS.
- The Partner shall obtain an insurance, which ensures that damaged equipment will be either repaired or replaced, without lessening the state and/or quality of the equipment.



V. Bank account

Funds from IMS must either be kept separate from other funds in a designated account or, if transferred to a shared bank account, project codes should be applied in a finance system, that makes tracking of the expenses relating to funds provided from IMS transparent. The account must in either case require at least two signatories.

To ensure timely bank transfers, IMS requires all partners to submit the enclosed 'data sheet'. The partner is responsible for providing IMS with changes to the bank information that might occur during the contract period.

Any bank charges incurred by the Partner in receiving the funds from IMS or returning funds to IMS must be covered by the Partner. Bank charges should be covered using the funds forwarded from IMS, and the budget agreed between the parties shall include bank charges.

VI. Intellectual property rights¹, credits, and editorial responsibility

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

- The Partner shall have the ownership of the IPR.
- IMS 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.
- Any IMS donor, who has contributed funds to the Project, shall have an indefinite, non-exclusive, royalty-free license to any type of use of the IPR.

IMS is not responsible for any opinions, beliefs, or viewpoints expressed by the Partner.

At the request of the Partner, IMS shall credit the partner for its involvement in creating the IPR.

At the request of IMS, the Partner shall credit the involvement and/or financial backing of IMS and IMS' donors.

VII. Safety of partners and their personnel

IMS does not under any circumstances take responsibility and cannot guarantee or be liable for the safety and security of the Partner. This includes all personnel carrying out work for the Partner in relation to IMS funded programmes and projects – regardless of how such individuals and personnel are associated with the programmes/projects.

IMS encourages all its Partners to ensure and take measures for the safety and security of personnel and individuals carrying out work and assignments on their behalf. Such measures may include ensuring adequate levels of insurance, emergency response and evacuation.

¹ *Intellectual property rights: The funds provided by IMS to the Partner have initially been provided to IMS by donors, i.e. public institutions in Denmark, Sweden, and Norway. A condition for this initial funding to IMS is that donors require the indefinite, royalty-free rights to use any IPR, materials, reports, documents, and/or other results produced using their funding to IMS. Therefore, IMS is contractually obliged to ensure such rights in its partner contracts. IMS warrants that it has no intentions of using such IPR for commercial purposes.*

VIII. Confidentiality

For this contract the Partner must ensure that they do not communicate the following to any third parties, unless required to do so by law:

- Confidential information* relating to IMS or its partners and/or donors.
- Material that violates the privacy or intellectual property rights of another party; and/or
- Information (regardless of whether it is confidential or public knowledge) about clients, business partners or suppliers of IMS.

**Confidential Information includes any information in any form relating to IMS and related bodies, partners or donors, which is not in the public domain.*

The duty of confidentiality shall also apply after the termination or expiration of the Contract.

Both during the contract period, and after the contract ends, the Partner will, when asked, promptly surrender and deliver to IMS, (and will not keep in their possession or deliver to anyone else or other entity) the confidential information and all copies of same, and any and all other property of IMS.

The above also includes any employees, contractors, sub-suppliers etc. that the Partner, with the written approval of IMS, might use.

IX. Data processing

In this contract the scope and range of “data processing” is defined by Article 4(2) of the General Data Protection Regulation (EU) 2016/679 (“GDPR”).

In the domain of this contract, IMS sees the Partner as an autonomous Data Controller. As such the Partner must ensure its compliance with the relevant laws that govern data processing – including accessing, storing and transmitting - in the Partner’s country of register.

For EU based Partners, and Partners processing data of EU citizens, this also means complying to the responsibilities of a Data Controller under the requirements of the GDPR.

X. Termination of contract and force majeure

This contract remains valid until the date specified in Part 1. Specific Conditions, paragraph 2, unless terminated earlier by four weeks written notice by either party.

However, in case of material breach of contract, force majeure or any other situation rendering it impossible for either party to perform its obligations according to this contract, each party may terminate the contract with immediate effect.

In the event of termination by either party, all advanced unused funds as per the date of termination are to be returned to IMS together with complete reporting for services delivered/activities implemented (as specified in Part 1, paragraph 5 and the contract attachments) for the period up until the date of termination.

XI. Breach of contract

In case of the Partner’s non-compliance with the provisions of this Contract, IMS shall notify the Partner in writing - informing the Partner that continuing lack of compliance constitutes a breach of contract. The

notification shall state the nature of the non-compliance as well as what section/provisions of this Contract the breach relates too.

Breach of contract can constitute – but are not limited to - the following examples:

1. Repeatedly and coarse negligence of deadlines or negligence of agreed activities.
2. Conflict of interest between the Partner's obligations under this Contract and other private and/or professional activities.
3. Serious irregularities such as inadequate or missing expense documentation, seriously flawed, inadequately documented financial reporting or failure to submit required reporting or absent financial reporting.

From the date of receiving a written notification stating a breach of contract, the Partner must - within a period of 10 days - comply with all contractual obligations and produce written documentation to IMS that any error, breach and/or non-compliance with this Contract has been corrected. If the Partner fails to do so, this will constitute a material breach of this Contract that entitles IMS to terminate the Contract with immediate effect according to section XII below.

XII. Material breach of contract

In case of the Partner's material breach of contract, wilful misconduct or gross negligence of obligations under this Contract, IMS shall have the right to terminate the Contract with immediate effect and the Partner shall indemnify IMS in accordance with general principles of Danish law and section XIII below.

Material Breach of contract can constitute – but are not limited to - the following examples:

1. Corruption (false manufacturing, extortion, conspiracy, secret agreements, swindle, nepotism, theft, embezzlement, forgery)
2. Double funding
3. Financial support to organisations, individuals or other entities found on the 'European Union's Consolidated list of persons, groups and entities subject to EU financial sanctions'

The Partner shall notify IMS promptly of any events or circumstances which the Partner discovers of which has given or might give rise to a loss of project funds, stating in reasonable detail the nature of such events or circumstances and the amount of the loss of funds or an estimate thereof. Failure to comply with this obligation to notify IMS shall be considered a material breach of contract that entitles IMS to terminate the Contract and claim the return of all paid project funds.

In case of material breach of this Contract IMS shall have any and all remedies available to it under general principles of Danish law. IMS, at its sole and exclusive discretion, shall be entitled to enforce claims (including the right to claim a refund of all project funds and indemnification of losses related to the breach of contract).

IMS has the right to inform collaborating organisations, cooperating partners as well as donors involved about the material breach of the Partner including the nature of such material breach of the Contract.

XIII. SETTLEMENTS OF DISPUTES, GOVERNING LAW AND VENUE

If any dispute arises relating to the implementation or interpretation of this contract, the Parties shall seek to reach an amicable solution.

This Contract as well as all associated documents, appendices or other agreements concluded within the context of the same, shall be construed and governed in accordance with the laws of Denmark notwithstanding any other laws which may apply under applicable conflicts and laws and rules thereof.

Any disputes arising out of and in connection with this Contract, shall be settled at the IMS venue: Copenhagen District Court, Nytorv 25, 1450 Copenhagen K.

Date: 1 June 2022



Gulnara Akhundova, Head of Department
Global Response
International Media Support

Date: 1 June 2022



Giorgi Kldiashvili, Executive Director
Institute for Development of Freedom of
Information

