

Agreement

between

the Embassy of Switzerland in Tbilisi

and

the Institute for Development of Freedom of Information

Concerning the project "Publishing of Catalogue of Archival Documents (in relation

with the events developing in Georgia 5th - 9th of March 1956)"

The Federal Department of Foreign Affairs of Switzerland, through the Embassy of Switzerland in Tbilisi (hereafter called the Embassy) and the Institute for Development of Freedom of Information (hereafter called the Organization), agree as follows:

- The Embassy will provide the Organization with a contribution (Grant) of maximum Euro 4'950 for the realisation of the project "Publishing of Catalogue of Archival Documents (in relation with the events developing in Georgia 5th - 9th of March 1956)", according to the project description (annex 1) and the budget (annex 2) which form an integral part of this Agreement.
- 2. The funds shall be credited in GEL at a daily rate to the account of the organization: JSC Bank of Georgia, 3 Pushkin Street, Tbilisi 0105. Bank code 220101502, Account: 138095000. Account holder: Institute for Development of Freedom of Information (4, Niaghvari Street, Tbilisi 0108, Georgia).
 - A first installment of Euro 3'500 to be paid in GEL once the present Agreement comes into force;
 - A final installment of Euro 1'450 to be paid in GEL in July 2010, after receipt and approval by the Embassy of the operational and financial reports of the activities of the organization up to this date.
- 3. The Organization undertakes to use the funds put at its disposal only for the activities described in the project description and the budget. Any surplus shall be reimbursed to the Embassy within 60 days of the termination of the Agreement.

- 4. Within 60 days of the termination of the project, the Organization will submit to the Embassy
 - a) a final operational report on the project
 - b) a final financial report, including a detailed list of expenditures together with the supporting documents. The list of expenditures shall correspond with details of the budget positions.
- 5. The parties to the Agreement shall neither offer a third person, nor seek, accept or get promised directly or indirectly for themselves or for another party any gift or benefit which would or could be construed as an illegal or corrupt practice.
- 6. For the duration of the project the Embassy may at any moment ascertain the satisfactory progress of the project, including the accounts of the project.
- 7. In the event of default in the fulfillment of its obligations under this Agreement by one of the parties, the other party, after written notice, may terminate the Agreement with immediate effect.
- 8. Should the Agreement become inexecutable for reasons of force majeure, it can be terminated by either of the parties with effect from the moment when it becomes impossible to carry it out.
- 9. Amendments to this Agreement must be drawn up in writing.
- 10. This Agreement covers the period from 24.3.2010 to 31.10.2010. It will enter into force on the signature thereof by the two parties and will terminate once the parties will have fulfilled all their contractual obligations.

Tbilisi, 24.3.2010 Tbilisi, 24.3.2010 20500 AENT OF For the Organisation For the Swiss Embassy Anita Schlüchter Roth Giorgi Kldiashvili Enclosure: 1) Project description 2) Budget