

Contribution agreement

The State of the Netherlands, represented by the Minister of Foreign Affairs, legally represented in this matter by Mrs Maaïke van Koldam, Ambassador, hereafter referred to as the Minister, on the one hand,

and

Institute for Development of Freedom of Information, established and with offices at 20, T. Shevchenko Street, Tbilisi 0108, Georgia legally represented in this matter by Mr Giorgi Kldiashvili, Executive Director, hereafter referred to as the other party, on the other hand,

WHEREAS:

The Minister is prepared to make a contribution to the other party for the activity *Promoting Personal Data Protection in Georgia* to be implemented by the latter, as described in the electronic letter of 21 October 2020;

The other party will be awarded the contribution subject to the following conditions;

HEREBY AGREE AS FOLLOWS:

1. The activity to be financed from the contribution will be implemented under the responsibility of and at the risk of the other party in the manner described in the above-mentioned letter, consisting of an activity plan, a budget and a liquidity forecast. The budget will reflect both the Minister's contribution and any contributions made by the other party or by third parties. The Minister bears no responsibility or liability whatsoever in respect of a third party as regards the implementation of this agreement. The budget is appended to this agreement. The contribution has been allocated activity no.4000004558 in the Minister's records.

The following specific obligations are attached to the contribution:

- The other party will have to seek the Embassy's approval if expenses under any budget line will have to exceed the original amount by more than 10%.

With respect to the Embassy's sustainability initiative, when working under this activity, the other party will:

- whenever possible refrain from using plastic products;
- minimize the use of paper;
- offer only vegetarian food for catering at meetings, seminars, etc. paid for under this activity.

2. The contribution is awarded subject to the condition that sufficient funds are made available by the budget legislator.
3. The activity will run from 1 December 2020 to 31 January 2022.
4. Any changes in the manner of implementation of the activity and/or in the budget must be submitted in writing to the Minister for approval in advance. If the Minister does not propose any adjustments within eight weeks of receipt of the changes, they will be deemed to have been approved.
5. The other party will notify the Minister immediately in writing if it proves impossible to keep to the original schedule, in which case the other party will propose a revised schedule. The Minister will inform the other party in writing as soon as possible, and in any event within eight weeks of receipt of such notification, of his/her decision on the proposed alterations to the schedule.
6. The other party must notify the Minister immediately in writing if it suspects or has discovered irregularities (such as fraud, a violation of contract award procedures, serious misconduct (including sexual misconduct) or other serious forms of inappropriate behaviour) relating to the implementation of the activities. It must specify the amount of money

involved and the measures it has taken. The other party will include a list of all such notifications, financial interests and measures in the annual progress report or final report.

7. The contribution will not exceed GEL 243,929. The Minister will transfer the funds in advance in instalments not exceeding 95% of the total contribution. The first instalment of GEL 200,000 will be paid within four weeks of receiving the signed agreement. Subsequent instalments will be paid on receipt of payment requests from the other party on the basis of the liquidity needs it has indicated for a period not exceeding 12 months.

Payments will be made to the following account of the other party:

Account: GE45BG0000000365886619

Institute for Development of Freedom of Information

Bank of Georgia, BAGAGE22, 29a Gagarin street, Tbilisi 0160, Georgia

The other party will ensure that the contribution from the Minister is clearly visible in the accounts showing the expenditures and revenues connected with the funds allocated.

A condition for the payment of these instalments is that narrative and financial reports are received on time. The progress made in implementing the activity, the liquidity requirement indicated by the other party and prepayments already made will be taken into account.

The final instalment will be paid after the final report has been assessed and the definitive amount of the contribution has been determined, as referred to in article 9.

8. Upon completion of the activity, the other party will supply reports so that the Minister can assess the outcomes. Table 1 indicates the type of reports required, when they must be submitted and for what period. They are described in more detail below.

The other party should submit these documents as PDF files to TBI@minbuza.nl, with a cc to the contact named in article 22.

Table 1.

| Type of report | Period covered | Deadline |
|--------------------------|--|------------------|
| Interim narrative report | 1 December 2020 – 31 Aug 2021 | 30 Sept 2021 |
| Interim financial report | 1 December 2020 – 31 Aug 2021 | 30 Sept 2021 |
| Final narrative report | 1 December 2020 – 31 January 2022 (Entire project period) | 28 February 2022 |
| Final financial report | 1 December 2020 – 31 January 2022 (Entire project period) | 28 February 2022 |

8.1. Progress reports

8.1.1. Narrative progress report

The annual narrative report must include an aggregate overview of the activities carried out and the results achieved, as set out in the proposal, and an explanation of any discrepancies.

8.1.2. Annual financial progress report

The annual financial report must include an overview of all the other party's estimated and actual revenue and expenditure, in so far as they relate to the activities being funded, and an overview of prepayments made by the Minister. The financial report must use the same currency as that in which the funds were supplied. An explanation must be provided for each budget item that differs substantially from the original budget.

8.2. Final narrative report

A final narrative report must contain an aggregate overview of the activities carried out and the results achieved, as set out in the activity plan, together with an explanation of any discrepancies vis-à-vis the intended results. It must link up with the final financial report so that it can be seen whether human and material resources have been used efficiently.

8.3. Final financial report

The final financial report must contain the information needed to determine the definitive amount of the contribution. It must contain an aggregate overview of all estimated and actual revenue (including the contribution, the other party's own contribution, funds provided by third parties and interest accrued) and expenditure, in so far as they relate to the funded activities, and an overview of the prepayments provided by the Minister. The report must cover the entire project period and be laid out in the same way as the budget. An explanation must be provided for each budget item that differs substantially (by 10% or more) from the budgeted revenue and expenditure.

9. After receipt of the final reports referred to in article 8, the Minister will determine the definitive amount of the contribution within three months. On this basis, accounts will be settled with the other party. Funds made available by the Minister which remain unspent after determination of the definitive amount must be repaid immediately and unconditionally to the Minister.
10. Any interest accrued on the funds made available by the Minister must be used to finance the activities to be carried out in connection with this agreement and must be included in the financial statement. No funds or interest on funds will be used for capital formation.
11. The other party is responsible for ensuring sound management and keeping proper accounts. Any agreements with third parties regarding the implementation of the activity to be financed from the contribution will be laid down in writing. The policy adopted by the other party's organisation regarding prefinancing of implementing organisations will be applied.
12. The other party must keep an inventory of items purchased partly or entirely with the funds made available by the Minister. When purchasing goods and services, the other party will consistently aim to obtain the best price-quality ratio and, where practicable, call for competitive tenders in which all candidates are treated equally in similar cases.
13. The other party is liable for all customary taxes and levies.
14. The Minister may inspect or instruct others to inspect the activities carried out in connection with this agreement, including the other party's reports and financial accounts. The other party must render every assistance to the official or officials appointed by the Minister to carry out such an examination and allow them access to the documents relating to the activity. The costs of any such examination will be borne by the Minister.
15. The Parties will not offer to third parties or seek or accept from or be promised by third parties, for themselves or for any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, if this could be interpreted as an illegal or corrupt practice. Such practices may provide grounds for dissolution of this agreement or part of it.
16. When spending the contribution and during the activities for which this contribution has been awarded, the other party must refrain from conduct that is punishable and/or prohibited under Dutch law, including sexual and other forms of harassment. Such conduct may provide grounds for dissolution of this agreement or part of it.
17. The Minister is entitled to make free use, worldwide, of all products produced in connection with the present contribution which may be subject to copyright or any other intellectual property rights. He/she may do so free of charge.

18. If the Minister is of the opinion that the specific way in which the activity plan is implemented or changes in circumstances have led to a situation in which the financing of an activity is incompatible with the foreign policy of the Government of the Netherlands, he/she will initiate consultations with the other party. On the basis of such consultations, the Minister may give further written instructions regarding the implementation of the activity plan.
19. The other party must take account of the fact that the Government of the Netherlands may be held responsible under international law for the implementation of the activity plan. With this in mind, the other party must refrain from supporting activities whose aim is to undermine the political autonomy of a state or to bring down a lawful government by unlawful means. In this regard, lawful or unlawful will be determined not only by the views of the government of the country in question, but also in accordance with international (or international law) standards.
20. In view of the public and social functions that the Minister performs, it is important that the other party visibly and recognisably communicate the results achieved with the contribution and how this was accomplished. The aim is to publicly highlight and explain how the Minister's policy relates to the contribution provided. In any communications about the activity, the other party should therefore mention – wherever possible and relevant – that the activities are entirely or partly financed by the Minister's contribution, unless the nature of the activities, the status of the recipient or other compelling circumstances dictate otherwise. For this purpose, the other party should use, for example, the logos and taglines I have provided, which are available at:
<https://www.government.nl/documents/publications/2016/03/01/visibility-and-communication-when-working-with-the-ministry-of-foreign-affairs>
21. All items purchased using the Minister's contribution will be assigned at the end of the activity to a relevant purpose. The other party will submit proposals on this matter to the Minister for approval. In the final report the other party will account for the purpose to which items have been put.
22. The Minister reserves the right to reduce or prematurely terminate the funding for this activity, suspend the transfer of instalments or demand repayment of all or part of the funds already transferred if the other party fails to fulfil its obligations under this agreement, or fails to fulfil them on time, or uses the resources for a purpose other than that for which the Minister made them available, or if a third party has provided cofinancing for the same activities without the Minister's prior knowledge, the consequences of which for the budget have not been approved. The Minister will reduce or prematurely terminate his/her contribution only after consultation with the other party, after which accounts will be settled on the basis of the costs incurred and taking into account any commitments reasonably entered into for the future.
23. For the purposes of this agreement the following persons are responsible for liaison:
- | | |
|--|---|
| <p>For the Minister</p> <p>Lela Lomia Policy officer lela.lomia@minbuza.nl</p> | <p>For the other party</p> <p>Giorgi Kldiashvili Executive director g.kldiashvili@idfi.ge</p> |
|--|---|
- Unless this agreement expressly stipulates otherwise, all correspondence relating to this agreement will be drawn up in English and addressed to the above-mentioned representatives.
24. This agreement enters into force on the date of signature. Any changes or additions to this agreement are valid only if agreed in writing by both parties.
25. In case the organisation experienced inappropriate behaviour by an employee of the Ministry of Foreign Affairs (BZ), this can be reported to the ministry's integrity coordinator via integriteit@minbuza.nl. When your organisation would like to receive confidential advice and assistance first before filing the report, the external support officer can be contacted.

<https://www.government.nl/ministries/ministry-of-foreign-affairs/contact/inappropriate-behaviour-what-should-you-do>

26. This agreement is governed by Dutch civil law. Any disputes arising from this agreement will be referred to the competent court in The Hague.

Agreed and signed in duplicate

in Tbilisi
on 09.11.2020

For the Minister of Foreign Affairs

i.a.



Maaïke van Koldam
Ambassador

Postal address:
Embassy of the Netherlands
Pixel building / 34, Chavchavadze ave.
Tbilisi Georgia

in Tbilisi
on 09.11.2020

For the other party




Giorgi Kidiashvili
Executive director

Postal address:
IDFI
20, Taras Shevchenko street
Tbilisi Georgia