

GRANT AGREEMENT

DRIVE: Digital Research and Impact for Vulnerable E-citizens (in Ukraine and Georgia)

AGREEMENT NUMBER 2-11/1E-2021

This Agreement ('the Agreement') is concluded between the following parties:

on the one part,

e-Governance Academy Foundation ("the Grantor", registry code 90007000, represented for the purposes of signature of the Agreement by the Chairman of the Management Board, Hannes Astok,

and

on the other part,

Institute for Development of Freedom of Information ("the Grantee") represented for the purposes of signature of the Agreement by the Executive Director, Giorgi Kldiashvili

The parties referred to above

HAVE AGREED

to the Special Conditions ("the Special Conditions") and the following Appendices:

Appendix 1: Project Description (Theory of Change)

Appendix 2: Project Terms of Reference

Appendix 3: Project Goals and Metrics

Appendix 4: Project Action Plan

Appendix 5: Project Risk Matrix

Appendix 6: Deed of Transfer

Appendix 7: General Conditions

The provisions in the Special Conditions of the Agreement take precedence over its Appendices. The provisions in Appendix 7: "General Conditions" take precedence over the other Appendices.

This Grant Agreement is based on the Grant Agreement between **Luminate Foundation, Inc.** ("Main Grantor" or "Luminate") and **e-Governance Academy Foundation** ("the Grantor").



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SPECIAL CONDITIONS

1. SUBJECT MATTER OF THE AGREEMENT

The Granter has decided to award a grant under the terms and conditions set out in the Special Conditions, the General Conditions and the other Appendices to the Agreement, for the *outcome* entitled the project **DRIVE: Digital Research and Impact for Vulnerable E-citizens (in Ukraine and Georgia)** as described in Appendix 1.

By signing the Agreement the Grantee accepts the grant and agrees to implement the action, acting on its own responsibility.

2. ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT

The Agreement enters into force on the date on which the last party signs it.

The period of performance under this Agreement is effective from **September 1, 2021** through **August 31, 2023**.

3. MAXIMUM AMOUNT AND FORM OF GRANT

3.1 *The maximum amount of the grant is EUR 30,107.00* which will be made available as a contribution to local activities in the project **DRIVE** as described in Appendix 1 "Project Description".

3.2 The grant takes the form of reimbursement of lump sum costs.

4. SCOPE AND APPROVAL OF THE WORK

Payments will be made based on the pre-defined outcomes and outputs, as specified below, after the Grantor's verification that the activities and/or outputs stated below have been satisfactorily completed and bilateral deed of transfer and acceptance of works approved has been concluded. If the Grantee cannot certify the satisfactorily completed outcomes and outputs, it is expected to make appropriate reimbursements to the Grantor.

The accomplishment of each outcome and output will be based on the completion of the tasks and bilaterally signed Deed of Transfer which is the basis for the acceptance of the works.

The detailed description of each activity and outputs is in the Appendix 2: Terms of Reference with detailed indicators in the Appendix 3: Project Goals and Metrics.

Stage 1: Preparatory activities (to be concluded by March 31, 2022)

Activities:	Outputs:	Verification:
A1.1. As a local partner in Georgia, meet with the Grantor's team	Online and physical meetings	Preparatory meeting minutes
A1.2. Ecosystem building research	One country report with recommendations; minimum 2 digitally vulnerable groups identified	Participation in the preparation and implementation of the research report
A1.3. Recommendations to various stakeholders	Recommendations for three action proposals and trainings	Country report with recommendations for three action proposals and trainings



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Stage 2: Hands-on activities to implement selected recommendations (to be concluded by August 31, 2023)

Stage 2.1: Trainings and actions proposals (to be concluded by August 31, 2022)

Activities:	Outputs:	Verification:
A2.1. Empowerment of civil society organisations (CSOs) with maximum 2 online trainings	Maximum two online trainings for 12-14 CSOs	Online training agenda, materials, feedback
A2.2. Empowerment of Public Authorities (PA) and CSOs with 2 physical/online seminars	Two joint seminars for representatives of PAs and engaged CSOs with 15-20 participants in each ending with the development of three action proposals	Seminar agenda materials, feedback
A1.4. Action proposals	Three action proposals of which one will become a pilot project. Others remain in work in progress for local partners, CSOs and PA	Three actions proposal presented and one selected for a pilot project

Stage 2.2: Pilot project or civic engagement/tech initiatives and regional outreach (to be concluded by August 31, 2023)

Activities:	Outputs:	Verification:
A2.3. Prioritising areas and topics, co-designing and piloting at least one new civic engagement as a pilot project (a.k.a. civic tech initiative, solution), concerning the specific needs of vulnerable groups. Choosing the implementer for the pilot project	One selected pilot project (a.k.a. civic tech initiative, solution)	One pilot project selected
A2.4. Practices sharing locally and regionally on local and regional seminars, workshops, etc.; outreach to local and social media	<ul style="list-style-type: none"> Two regional workshops Social media posts, blogs and other media 	<ul style="list-style-type: none"> Two regional workshops implemented Social and other media publications

Project management and sharing of best practices

Activities:	Outputs:	Verification:
A3.1. Managing and evaluating the project in Georgia A3.2. Attending a joint online kick-off and one 1-day on-site meetings in Georgia A3.3. Attending one final meeting (online) A3.4. Attending monthly virtual co-ordination meetings	Implemented decisions from meetings	Minutes of the meeting and the implementation of assigned decisions
A3.5. Monitoring the project implementation and preparing reports based on the Theory of Change	<ul style="list-style-type: none"> One annual report One final report 	<ul style="list-style-type: none"> Annual report Final report
A3.6. Proposing members to and creating the Project Advisory Board	Project Advisory Board	Project Advisory Board members identified




5. REPORTING, REQUESTS FOR PAYMENTS

5.1 Project Performance Reporting

- The Grantor's project manager monitors the progress of the activities and outputs.
- The Grantee submits an interim narrative report for September 1, 2021 – August 31, 2022 by September 10, 2022. The report shall include a narrative of Grantee's progress toward goals described in Appendix 3; learnings and challenges faced; and copies of any publications resulting from the Grant.
- The Grantee submits the final narrative report for September 1, 2022 – August 31, 2023 by September 30, 2023. The overall final narrative report of Grantee's progress toward the goals described in Appendix 3, and learnings and challenges faced, for the entire Grant Term, and Copies of any publications resulting from the Grant that were not previously submitted. The Grantee gives a detailed overview of the finances used for the entire Grant Term if asked by the Grantor.
- Payments under this grant may be withheld pending verification and reports submission.

5.2 Language

Working documents may be prepared in either Georgian or English language. All interim and final reports, as well as significant draft and final technical reports and documents, shall be prepared in English.

To the extent practicable, all documents will be published and circulated in digital format. All report and translation expenses are included in the grant budget.

5.3 Terms of Payment

Payments to the Grantee will be made as follows:

- 40% after signing the agreement, pre-financing of the activities.
- 40% in April 2022, after the research (Stage 1) has been approved and Transfer of Deed is signed bilaterally.
- 10% in November 2022, after the interim report has been approved and Transfer of Deed is signed bilaterally (Stage 2.1).
- 10% in November 2023, *final payment* is made after the final report to the Grantor and Transfer of Deed is signed bilaterally (Stage 2.2).

The payment of the balance reimburses or covers the remaining part of the eligible costs incurred by the Grantee for the implementation of the agreed activities.

5.4 Interest on late payment

If the Grantor does not pay within the time limits for payment, the Grantee is entitled to late-payment interest at the rate applied by the European Central Bank for its main refinancing operations in euros ('the reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the *Official Journal of the European Union*.

If the Grantor suspends the time limit for payment as provided for in Article 24.1.1 of the General Conditions or if it suspends an actual payment as provided for in Article 24.1 of the General Conditions, these actions may not be considered as cases of late payment.



Late-payment interest covers the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article 4.1 of the Agreement.

The Grantor does not consider payable interest when determining the final amount of grant within the meaning of Article 25 of the General Conditions.

As an exception to the first subparagraph, if the calculated interest is lower than or equal to EUR 200, it must be paid to the Grantee only if the Grantee requests it within two months of receiving late payment.

5.5 Currency for payments

The Grantor must make payments in euros.

5.6 Date of payment

Payments by the Grantor are considered to have been carried out on the date when they are debited to its account.

5.7 Costs of payment transfers

Costs of the payment transfers are borne as follows:

- a) the Grantor bears the costs of transfer charged by its bank;
- b) the Grantee bears the costs of transfer charged by its bank;
- c) the party causing a repetition of a transfer bears all costs of repeated transfers.

5.8 Payments to the Grantor

The Grantor must make payments to the Grantee.

Payments to the Grantee discharge the Grantor from its payment obligation.

6. BANK ACCOUNT FOR PAYMENTS

All payments must be made to the Grantee's bank account as indicated below:

Name of bank: Bank of Georgia

Precise denomination of the account holder: INSTITUTE FOR DEVELOPMENT OF FREEDOM OF INFORMATION (IDFI)

Full account number (including bank codes): GE97BG0000000100658195

SWIFT: BAGAGE22; Address: 29a Gagarin street, Tbilisi 0160, Georgia

Intermediary Bank: Commerzbank, Frankfurt, Germany; SWIFT: COBADEFF

IBAN code: GE97BG0000000100658195

7. COMMUNICATION DETAILS AND CONTACT PERSONS OF THE PARTIES

7.1 Communication details of the Grantor

Any communication addressed to the Grantor for the purpose of payment and other financial



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information shall be sent both in paper format via postal service or courier service and by e-mail to the following address:

e-Governance Academy Foundation
Rotermanni 8, 10111 Tallinn, Estonia

The grant contact person is Kristina Mänd, DRIVE Project Coordinator

Technical reports and all other correspondence shall be sent both in paper format via postal service or courier service and by e-mail to the following e-mail address kristina.mand@ega.ee.

7.2 Communication details of the Grantee

Any communication from the Grantor to the Grantee must be sent to the following address:

Giorgi Kldiashvili
Executive Director
Institute for Development of Freedom of Information (IDFI)
20, T. Shevchenko Street, 0108. Tbilisi, Georgia
Email address: info@idfi.ge; g.kldiashvili@idfi.ge

8. ADDITIONAL PROVISIONS ON USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

In accordance with Article 9.3 of the General Conditions, whereby the Grantor acquires rights to use the results of the action, these results may be exploited using any of the following modes:

- a) communication and distribution of the full results of the action by dissemination to the relevant stakeholders, including persons working for the Grantor, other institutions, agencies and bodies;
- b) edit or re-write in another way the results of the action, including shortening, summarising, modifying the content, correcting technical errors in the content;
- c) cut, insert meta-data, legends or other graphic, visual, audio or word elements in the results of the action;
- d) extract a part (e.g. audio or video files) of, divide into parts or compile the results of the action;
- e) prepare derivative works of the results of the action;
- f) translate, insert subtitles in, dub the results of the action in any languages as appropriate
- g) license or sub-license to third parties, including if there are licensed pre-existing rights, any of the rights or modes of exploitation set out in all points of Article 9.3 of the General Conditions and in all points above;
- h) transfer of any of the rights or modes of exploitation set out in all points of Article 9.3 of the General Conditions and in all points above to the relevant stakeholders, including persons working for the Grantor, other institutions, agencies.

The Grantee must ensure that the Grantor or the Main Grantor has the rights of use specified in the General Conditions and in all points above for the whole duration of the industrial or intellectual property rights concerned.

9. OTHER CONDITIONS

Neither party may assign or otherwise assign its rights or obligations under this agreement to any



third party without the prior written consent of the other party.

Disputes arising from the agreement shall be settled through negotiations. If no agreement is reached as a result of the negotiations, the disputes shall be settled pursuant to the procedure prescribed by the legislation of the Republic of Estonia.

In matters not regulated in the agreement, the parties shall follow the legislation and good practice, performing their obligations in a purposeful, economical manner and in the best possible way.

The agreement may be amended and supplemented by agreement of the parties. Amendments to the agreement shall enter into force upon signature by both parties or at such other time as the Parties may specify in writing. Failure to comply with the written form will invalidate the contract.

10. CONTROLLING LANGUAGE

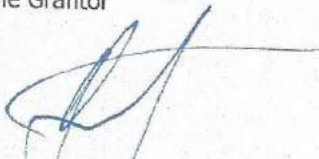
For the convenience of both parties involved, the signed document is in English. In the event of inconsistency between the terms of this Grant and any translation into another language, the English language meaning will control and will be the one referred to in the case of any dispute.

In witness thereof the following representatives of **Institute for Development of Freedom of Information** and **e-Governance Academy** have hereto duly executed this Agreement on behalf of the parties as of the effective date.

The agreement shall be signed in three copies, two of which shall be kept by the Grantor.

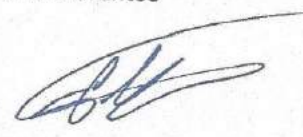
SIGNATURES

For the Grantor


Hannes Astok
Chairman of the Management Board of
e-Governance Academy

Tallinn, 10/12/2021

For the Grantee

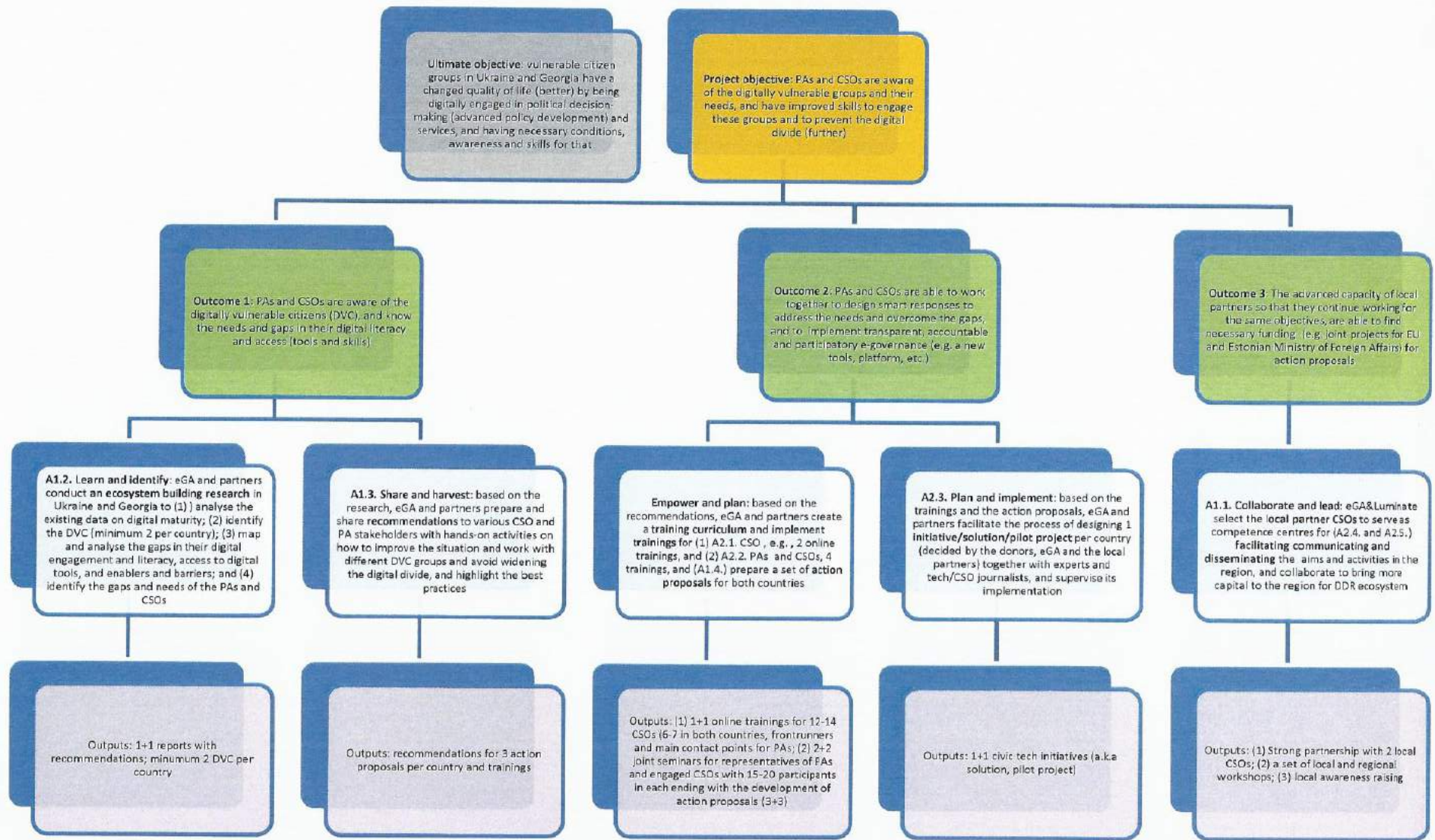

Giorgi Kldiashvili
Director of 2030: Tech for public good
Freedom of Information

Tbilisi, 10/12/2021



DRIVE: Digital Research and Impact for Vulnerable E-citizens Project

Appendix 1: Project Description



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DRIVE: Digital Research and Impact for Vulnerable E-citizens Project

Appendix 1: Project Description

Expected impact of the DRIVE: Digital Research and Impact for Vulnerable E-citizens Project

In most countries around the world, the last year has caused the employment of digital and technological solutions at unprecedented speed across all sectors. Such rapid developments have led to many challenges. One of them is a fear of the widening gap between the developments and citizens. This unprecedented speed might have even caused a new set of marginalised citizens to emerge. Any innovation should precisely address that: future developments should not only be guided by the technologically feasible but by what is socially desirable and acceptable. Therefore the citizens' engagement, particularly digital, in the decision-making in the sectors, services and ecosystems that affect their lives is crucial.

This project, DRIVE, wishes to address this – its ultimate vision is that the vulnerable citizen groups in Ukraine and Georgia have a changed quality of life (better) by being digitally engaged in political decision-making (advanced policy development) and services, and having necessary conditions, awareness and skills for that.

Though a large number of different elements can contribute to a changed quality of life and digital engagement, the DRIVE project aims at one: PAs and CSOs are aware of the digitally vulnerable groups and their needs, and have improved skills to engage these groups and to prevent the digital divide (further). For that, the project targets two specific outcomes: first, PAs and CSOs are aware of the digitally vulnerable citizens (DVC), and know the needs and gaps in their digital literacy and access (tools and skills), and second, they are able to work together to design smart responses to address the needs and overcome the gaps, and to implement transparent, accountable and participatory e-governance (e.g. a new tools, platform, etc.). These form the key outcomes of the project. In addition, the collaboration between eGA and the local partners aims to advance the capacity and aftercare so that the local partners can continue working for the same objectives, able to find necessary funding (joint projects for EU and Estonian Ministry of Foreign Affairs) for action proposals, and achieve the ultimate objective for the digitally vulnerable e-citizens.

Glossary and abbreviations:

- **CSO** – civil society organisation(s)
- **DDR** – data and digital rights
- **DEIJ** - Diversity, Equity, Inclusion, and Justice
- **digital engagement** – all the ways a citizen interacts with the state, and how the public sector interacts with the citizens; the use of digital tools and techniques to find, listen to and mobilise a community around an issue (e.g. open data, public services, websites, platforms, communication, consulting, participation, etc.)
- **digitally vulnerable groups** – people whose quality of life, and access to digital services and digital engagement is challenged, worsened or they are hard to reach. We assume they include, for example, rural youth and unemployed women; however, their identification and the size of the group will be done and validated by the research. The final target reach of this project will be decided based on the research.
- **DVC** – digitally vulnerable citizens
- **EAP** – Eastern Partnership countries
- **e-citizen** – a member of a community/state who uses electronic methods to access (e-)government services
- **e-governance** – the usage of Information and Communication Technology (ICT) by the government to provide and facilitate government services, exchange of information, communication transactions and integration of various stand-alone systems and services
- **final beneficiaries** – digitally vulnerable e-citizen groups in Ukraine and Georgia
- **ICT** – information and communication technology
- **MEL** – monitoring, evaluation and learning framework of the DRIVE project (goals&metrics, presentation of outputs and outcomes, visualisation, project stories, experience learning and sharing)
- **PA** – public authorities
- **target groups** – CSOs and PAs
- **ToC** – Theory of Change of the DRIVE project
- **ToR** – Terms of Reference for eGA and the Georgian and Ukrainian partners

DRIVE: Digital Research and Impact for Vulnerable E-citizens Project

Appendix 1: Project Description

Clarifications:

- **Local partners** – in Georgia, the Institute for Development of Freedom of Information (IDFI); in Ukraine 2030 Tech for Public Good (2030 TPG). eGA will prepare Terms of References (ToRs) for both partners detailing the aims, roles, rights and responsibilities and financials of the project.
- **The role of the media** – the local media representatives will be involved in civic engagement / civic tech initiatives as well as in the local trainings (potentially).
- **Hands-on activities to implement selected recommendations** – during the trainings for the CSOs, we analyse and design various action proposals for each country. In both countries, we will select 1 civic engagement / civic tech initiative to become a pilot project that will be implemented during the DRIVE project. The local partners continue working on the action proposals.
- **CSO trainings** – CSOs from Ukraine and Georgia will be trained together **online and in English**. The 2 trainings may mean 1 training in Ukraine and 1 in Georgia, or the CSOs from both countries on two separate topics. Also, the two trainings may be divided into 4 sections, etc. The specific focus, curriculum, methods and topics will come from the research and will be decided together with the partners.
- **CSO and PAs workshops** – these workshops are **offline**, more planning and practical in nature resulting in specific new plans, and may be done using **interpretation**. The specific focus, curriculum, methods and topics will come from the research and will be decided together with the partners.
- **Country specific/regional workshops** – a set of online and offline local and regional seminars, workshops, etc. to disseminate the results of the project and strengthen the cooperation, share practices locally and regionally. They will be organised by the partners.
- **eGA's physical presence** – eGA's team will travel minimum twice, (1) to conduct the interviews for the research and (2) to conduct the CSOs and PAs seminars.
- **Digital ecosystem building research** (a.k.a baseline study) – there will be 1 research report per country:
 - eGA will prepare the methodology and specific research questions together with local partners;
 - eGA will do the template for the desktop part (mapping the existing work, contributions of the donors), prepare and conduct the interviews together with the local partner, and write up the final research report with recommendations;
 - Local partner will fill in the desktop part and suggest people to be interviewed, organise and participate in the interviews, work on the recommendations;
 - The engagement of the final beneficiaries in the research will be discussed and decided by the partners and eGA;
 - The research leads to recommendations and best practices, e.g. how to improve the situation, with a focus on stakeholders who are directly involved in designing policies and implementing activities either having an impact on or addressing digitally vulnerable groups;
 - Research recommendations include identification and description of the digitally vulnerable groups; policies and single actions; legal framework; courses on digital topics from local universities, etc.
 - Based on the recommendations, eGA proposes actions that will be discussed and developed during the trainings.
 - One of these action proposals in both countries will become a civic engagement/tech initiative and a pilot project. Others remain in work in progress for the local partners, CSOs and PA.
 - Need to be inserted in the ToC and in the goals&metrics.
- **Pilot project or civic engagement/tech initiatives** – it is important to choose such initiatives that can be (fully) implemented by the end of this project. If an initiative is foreseen to take a longer period of time, it will be divided into steps some of which will be implemented.
- **Engagement with the universities** – eGA team includes experts from Tallinn Technical University, which is one of the main universities with DDR related study programs in Estonia, thus the potential for cooperation between universities regarding DDR issues in the CEE region is strengthened.
- **Language** – the project activities are in English with interpretation in the local languages if needed (e.g. CSO –PA workshops; interviews).
- **Diversification of eGA's Supervisory Council** – gender balance in eGA's board that will be addressed by Luminare and eGA's management board.

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DRIVE: Digital Research and Impact for Vulnerable E-citizens Project

Appendix 1: Project Description

Summary of the DRIVE: Digital Research and Impact for Vulnerable E-citizens Project (as presented to Luminate by Maari Ross)

The proposed grant supports e-Governance Academy in conducting ecosystem building research, namely investigating the widening gap in Ukraine and Georgia in terms of digital literacy, access to digital tools, and digital skills among various vulnerable groups.

The goal is to use the research results to advance policy development focusing on vulnerable groups and activities where digital transformation could bring about the biggest change in the quality of life and to bring digital awareness, skills and resources to the groups not yet reached.

e-Governance Academy will also build a strong coalition with local players from Georgia and Ukraine, thus building the regional ecosystem and cooperation between CEE countries. Through the coalition access to funding for local organisations is expected to improve, as they can submit joint projects for EU and Estonian Ministry of Foreign Affairs funding, thus bringing more capital to the region for DDR ecosystem.

The E-Governance Academy team includes experts from Tallinn Technical University, which is one of the main universities with DDR related study programs in Estonia, thus the potential for cooperation between universities regarding DDR issues in the CEE region is strengthened.

With funding from Luminate, eGA proposes to investigate the widening gap in Ukraine and Georgia in terms of digital literacy, access to digital tools, and digital skills among various citizen groups.

Access to digital technology (in the sense of access to Internet) has increasingly become a prerequisite for an inclusive society, which raises various legal and practical questions. At the same time, increased spread of disinformation as well as aggression online present challenges to the digital environment. To be able to plan further activities, it is important to map the current situation regarding e-participation in general, and concrete needs of specific vulnerable groups in particular. The goal is to bring digital awareness, skills and resources to the groups not yet reached.

eGA plans to focus on citizens groups and activities where digital transformation could bring about the biggest change in the quality of life and have remarkable long-term impact for the society. Rural youth, unemployed women and others are some of these groups referred in the proposal as digitally marginalised or vulnerable groups in the project context (which might not necessarily correspond to the more common concept of marginalised groups).

In **Stage 1**, eGA proposes to conduct a baseline study to identify, describe and assess the situation of e-participation in Georgia and Ukraine, the existing e-participation tools and platforms, the enablers and barriers. eGA has previous experience with similar situation review conducted in 2017 in Eastern Partnership countries. The methodology used for that study could be updated and modified. The study will take a comprehensive view to include access to Internet (and related regulatory questions), protection of rights in the digital environment including data protection, access to justice related to digital issues and other relevant topics. The challenges with protecting the rights of different groups in the digital environment vary. They include the question of actual access to Internet in different regions and for different social groups; significant online threats against vulnerable groups (gender based, directed against children or the elderly, etc.), targeted disinformation campaigns and so on. The outcome of the study will be a report with concrete recommendations to various stakeholders dealing with specific target groups and highlight the best practices from both countries. The report will indicate the "low hanging fruits" which the countries could collect and implement to get quick and tangible results in increasing civic empowerment by using ICT, including for more vulnerable groups.

Stage 2 will be based on the results of baseline study. Recommendations and initiatives addressing vulnerable groups will be designed and pilot solutions implemented. Activities will be focused on the context, conditions and special needs of specific digitally marginalised target groups. Training curricula and trainings for empowerment of Civil Society Organisations and civil servants whose field of activity concerns selected target groups. At least one civic engagement initiative per country concerning the specific needs of vulnerable groups will be implemented. Based on the results of Stage 1 and 2, a set of regional seminars and workshops will be organised to share best practices.



DRIVE: Digital Research and Impact for Vulnerable E-citizens Project

Appendix 1: Project Description

Milestones and Deliverables

Stage 1 - Preparatory activities

- A1.1. Local partners selected and involved in Georgia and Ukraine – The approach is to identify a strong partner in each country who could serve both as dissemination centre, but also as local implementer in Stage 2. In Georgia, eGA already has positive collaboration experience with Luminate grantee IDFI. In Ukraine, the newly incubated DDR think tank 2030: Tech for Public Good has been identified as a potential partner.
- A1.2. Ecosystem building research mapping the general situation including access to Internet (and related regulatory questions), protection of rights in the digital environment including data protection, access to justice related to digital issues and other relevant topics.
- Methodologies updated, a questionnaire developed – extra focus in this assessment would be on topics related to digital rights such as censorship and disinformation, digital security, privacy and data protection.
 - Desk research completed using publicly available websites in cooperation with local partners.
 - Interview guide developed and field research completed: semi-structured interviews with main stakeholders and local experts in the field.
- A1.3. Recommendations to various stakeholders – based on the research, recommendations will be developed to various stakeholders on how to improve the situation. Extra focus will be on stakeholders who are directly involved in designing policies and implementing activities addressing digitally marginalised vulnerable groups.
- A1.4. Action proposals – for each country, several (minimum 3) action proposals will be developed, to be implemented in Stage 2.
- A1.5. Cooperation with local partners – support to partners on addressing general challenges of democracy (access to information and public services, freedom of expression, protection of human rights, etc.) and of digital agenda (data and privacy protection issues, access to data and e-services, digital engagement, etc.) and addressing DVC groups. Continues to Stage 2.

Stage 2 – Hands-on activities to implement selected recommendations

- A2.1. Empowerment of CSOs with creation of a training curriculum and two (online) trainings for 12-14 CSOs (6-7 in both countries) who will be local frontrunners and main contact points for public authorities. These CSOs could have previous experience with the specific target groups, but not necessarily.
- A2.2. Empowerment of PA and CSOs with creation of a training curriculum and capacity-building of civil servants whose field of activity concerns selected target groups. Joint seminars for relevant representatives of state authorities and engaged CSOs (4 seminars in total, 2 in both countries, 15-20 participants in each = up to 80 participants in total).
- A2.3. Prioritising areas and topics, co-designing and piloting at least one new civic engagement, civic tech initiative (1 per country) concerning the specific needs of vulnerable groups
- Analysing and planning on digital solutions engaging international civic tech experts
 - Involvement of technology and/or CSO journalists in hands-on activities to disseminate the information and raise the awareness of general public (media campaigning etc.)
 - In both countries one pilot project will be implemented (based on results of previous activities).
 - It is proposed to narrow down the focus even within the specific vulnerable groups (e.g. for young unemployed women a showcase project could be Cybergirls in Estonia which is to popularise digital skills among young women).
 - Extra focus on youth unemployment (e.g. in cooperation with start-ups, universities, polytechnics and other local educational units) with specific objective to change young people's attitudes and understanding of their role and rights in leadership, advocacy and engagement in public life and policy, employment and digital solutions, triggering critical thinking etc.
 - There are already many regulations and laws on civic participation in EaP countries, but often those do not refer to online environments and still regulate the offline world whereas citizens are already in online world those tools. Once the specific target group is identified, existing legislation will also be assessed in terms of how it regulates the specific interests and conditions of the target group.
- A2.4. Practices sharing locally and regionally on local and regional seminars, workshops, etc. Based on the results of the Stage 1 and 2, it is proposed to develop a set of country-specific and regional seminars and workshops, both offline and online. The main objective of the events is to disseminate the results of the project and strengthen the cooperation between the stakeholders of the democratic processes.
- A.2.5. Raising the general awareness of the public – TBD with the partners and Luminate.
The cooperation with the universities - TBD.



DRIVE: Digital Research and Impact for Vulnerable E-citizens Project

Appendix 1: Project Description

3. Project management and sharing of best practices

A3.1. Manage and evaluate the project. The DRIVE project is based on a sound Theory of Change and follows the MEL principles in the project coordination. At the end of the project, the impact, efficiency, effectiveness, and sustainability of the action will be evaluated and recommendations will be issued for the partners, funders and, if needed and agreed upon, for the stakeholders.

A3.2. Organise one 1 day joint online kick-off followed by one 1-day on-site meetings (1 in Ukraine, 1 in Georgia). The online meeting will take place in the first month of the project to discuss and agree on the aims, activities, outputs, outcomes, coordination, toolbox, reporting and communication methods of the project followed by a face-to-face onsite meeting that will happen together the interviews visit.

A3.3. Organise one final meeting (online). Potentially, a final meeting will be hosted by one of the partners during the final months of the project. The final meeting will enable partners to analyse the work done and thus learn from the project more efficiently. The final meeting will provide the partners with a set of lessons learned, enhancing the sustainability and aftercare of the project and improving future projects of the same scope/theme.

A3.4. Organise virtual co-ordination meetings. Monthly online meetings form an important component in the project's MEL system, help to keep the project on track, discuss the successes as well as challenges on a regular basis and build the collaboration between the partners.

A3.5. Monitor the project implementation and prepare project reports. The Ukrainian and Georgian partners prepare annual report (activities, outputs and outcomes) based on the Theory of Change. eGA will summarise the report and submit it to Luminare.

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DRIVE: Digital Research and Impact for Vulnerable E-citizens Project

Appendix 2: Terms of Reference

Terms of Reference

Activities	eGA	Georgia and Ukraine	Budget implications
Role	Grantor/Coordinating partner	Partner	
A.1.2. Ecosystem building research	Prepare of the methodology Do the desktop study Conduct the interviews Write the report Prepare the recommendations	Revise the methodology Do the desktop study Suggest the people to be interviewed Conduct and /or participate in the interviews Write up the interviews Revise the report Work on the recommendations	Part of the coordination fee
A1.3. Recommendations to various stakeholders	Support in advocacy	Introduce the recommendations and do local advocacy	Part of the coordination fee
A1.4. Action proposals	Prepare and facilitate the discussion for the action proposals (during the training)	Revise and prepare various actions proposals they can work on	Part of the coordination fee
A2.1. Empowerment of CSOs	Create the training curriculum Prepare the criteria for the participants Choose the trainers (contracts, fees, etc.) Prepare online registration Prepare online feedback collection	Collaborate on the training curriculum Suggest and invite the participants based on jointly agreed criteria Organise the space, catering, etc. for the training Organise the feedback Work with CSOs	Separate budget line for rent, catering expenses. NB! Although online, the local partners may want to arrange a joint space for local participants.
A2.2. Empowerment of PA and CSOs	Create the training curriculum Prepare the criteria for the participants Choose the trainers (contracts, fees, etc.) Prepare online registration Prepare online feedback collection	Collaborate on the training curriculum Suggest and invite the participants based on jointly agreed criteria Organise the space, catering, etc. for the training Organise the feedback Work with PA	Separate budget line for rent, catering expenses.
A2.3. Prioritising areas and topics, co-designing and piloting at least one new civic engagement	Analysing and planning on digital solutions engaging international civic tech experts Collaborate with university Mentor the implementation of the initiatives	Revising and deciding on one initiative Involve local technology and/or CSO journalists Engage a university Implement one initiative Continue working with the PA and CSOs on these initiatives	Part of the coordination fee
A2.4. Practices sharing locally and regionally	Present if needed	Organise local workshops Do outreach to social media and media Continue working with the PA and CSOs on these initiatives as well as develop the actions proposals	Part of the coordination fee Special new budget?
A3.1. Organise one online kick-off meeting	Organise the meeting	Attend	Part of the coordination

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DRIVE: Digital Research and Impact for Vulnerable E-citizens Project*Appendix 2: Terms of Reference*

			fee
A3.2. Organise one local project meeting	Attend	Organise the meeting	Part of the coordination fee
A3.3. Organise one online final meeting	Attend	Organise the meeting	Part of the coordination fee
A3.4. Organise virtual co-ordination meetings	Organise the meetings	Attend	Part of the coordination fee
A3.5. Monitor the project implementation and prepare project reports	Organise the system	Prepare the reports	Part of the coordination fee
A3.6. Propose members to the Project Advisory Board	Organise the Board	Propose local members	Part of the coordination fee

DRIVE

Appendix 3: Metrics and Goals

Progress Metric #1: Quantitative		Baseline	08/31/2022	08/31/2023	Data currently collected
# of digitally marginalised target groups identified in each country		0	at least 2 per country		N
# of action proposals developed per each country		0	at least 3 per country		N
# of local organisations engaged and their capacity building supported		0	2		N
# of CSOs trained		0	0	at least 12 per country	N
# of pilot solutions implemented		0	0	2	N
# of country-specific regional workshops developed		0	0	2	N

Progress Metric #2: Qualitative		By 08/31/2022
DEIJ Training		eGA will participate in the DEIJ training that Luminate offers to portfolio organisations. It will be an organisation-wide commitment, so representatives of programmatic, functional/ops and senior management team take part. Partners will also attend the training.
Events Policy developed		eGA will develop a Diversity and Inclusion in Events Policy that will applied also to all the DRIVE project events. Partners will also revise their respective policies.
Project Advisory Board created		The project Advisory Board will be created with representatives of communities and experts from Georgia and Ukraine.

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Appendix 4: Action Plan

Activity

A1.1. Local partners selected and involved in Georgia and Ukraine
 Calls with partners about the project and plans
 Preparation of ToRs and agreements

A1.2. Ecosystem building research
 Update methodology (questionnaire)
 Desk research
 Interviews
 Writing the report

A1.3. Recommendations to various stakeholders
 Discussing and agreeing on the recommendations

A1.4. Action proposals
 Based on the recommendations and the trainings, develop 3 actions proposals per country

A1.5. Capacity of local partners improved
 Via coordination meetings and regular collaboration

A2.1. Empowerment of CSOs
 Creation of the training curriculum
 Organisation and implementation of 2 trainings

A2.2. Empowerment of PA and CSOs
 Creation of the training curriculum
 Organisation and implementation of 2 trainings

A2.3. Prioritising areas and topics, co-designing and piloting at least one new civic engagement
 Analysing and planning on digital solutions engaging international civic tech experts
 Involvement of technology and/or CSO journalists
 Collaboration with the universities
 Implementation of one pilot project

A2.4. Practices sharing locally and regionally
 Organisation and implementation of local and regional seminars, workshops, etc.
 Rise the awareness of general public (media campaigning etc.)

3. Coordination and management

A3.1. Organise one online kick-off meeting

A3.2. Organise one local project meeting

A3.3. Organise one online final meeting

A3.4. Organise virtual co-ordination meetings

A3.5. Monitor the project implementation and prepare project reports

A3.6. Proposing members to the Project Advisory Board and creating the Board

	YEAR 1												YEAR 2											
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
A1.1. Local partners selected and involved in Georgia and Ukraine																								
Calls with partners about the project and plans		x																						
Preparation of ToRs and agreements	x	x	x																					
A1.2. Ecosystem building research																								
Update methodology (questionnaire)		x	x																					
Desk research			x	x																				
Interviews					x																			
Writing the report					x	x	x																	
A1.3. Recommendations to various stakeholders																								
Discussing and agreeing on the recommendations						x	x																	
A1.4. Action proposals																								
Based on the recommendations and the trainings, develop 3 actions proposals per country						x	x	x																
A1.5. Capacity of local partners improved																								
Via coordination meetings and regular collaboration	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
A2.1. Empowerment of CSOs																								
Creation of the training curriculum						x	x																	
Organisation and implementation of 2 trainings								x	x															
A2.2. Empowerment of PA and CSOs																								
Creation of the training curriculum								x	x															
Organisation and implementation of 2 trainings									x	x	x													
A2.3. Prioritising areas and topics, co-designing and piloting at least one new civic engagement																								
Analysing and planning on digital solutions engaging international civic tech experts										x	x	x	x											
Involvement of technology and/or CSO journalists												x	x	x										
Collaboration with the universities													x	x	x									
Implementation of one pilot project													x	x	x	x	x	x	x	x	x	x	x	x
A2.4. Practices sharing locally and regionally																								
Organisation and implementation of local and regional seminars, workshops, etc.																					x	x		
Rise the awareness of general public (media campaigning etc.)															x	x	x	x	x	x	x	x	x	x
3. Coordination and management																								
A3.1. Organise one online kick-off meeting		x																						
A3.2. Organise one local project meeting					x																			
A3.3. Organise one online final meeting										x														
A3.4. Organise virtual co-ordination meetings																								
A3.5. Monitor the project implementation and prepare project reports		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
A3.6. Proposing members to the Project Advisory Board and creating the Board	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x

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Appendix 5: Risk Management Matrix

RISK DESCRIPTION	POSSIBILITY	POSSIBLE CONSEQUENCES	RISK MITIGATION & MANAGEMENT STRATEGIES
POLITICAL RISKS			
Decisions related to the project are delayed or not made	Medium	Project activities are delayed as tasks and related regulations are not in place	Possible bottlenecks are described already in the preparatory phase and the list of necessary decisions/regulations is agreed with the beneficiaries, progress is discussed at regular meetings.
Public authorities are not interested; their level of decision-making and impact is low	High	No actual changes will happen	Partners are carefully selected and their ToR detail the expectations and actions to mitigate this risk. eGA has a permanent team in Ukraine that gives legitimacy. If needed, we will also engage the embassies and PAs from Estonia as trainers and speakers.
MANAGEMENT RISKS			
Project beneficiaries/partners do not contribute according to the planned schedule and expected intensity	Low	Delayed delivery of results	Regular progress review meetings with partners (incl. monitoring of tasks, deliverables and deadlines), ToRs. Efficient, well-organised and structured coordination from eGA with clear timelines for decisions to be made. Online reporting outputs and actions feeding into the outcomes.
Instability and changes in partners / key stakeholders' staff	Medium	Key staff members of the partners and stakeholders may leave their positions without leaving properly recorded documentation, nomination of the new staff might be delayed, institutional knowledge will dissappear, delayed decisions	Proper documentation of all activities and knowledge management of the project (meeting minutes, decisions, etc.).
Inability of staff to perform in the project team (illness, e.g. COVID, other issues)	Medium	Delayed activities and delivery of results	Additional time planned into project implementation timetable. Substitute candidates available for expert and managerial positions, proper documentation of all activities. Online meeting and training tools are introduced from the beginning.
TECHNICAL RISKS			
Language	Medium	People not speaking English might feel left out and not participate.	Interpretation is provided for some key events; participants from the CSOs will be expected to speak English.
Gender balance	Medium	Considering the possible gender balance among the participants and beneficiaries, it might be too one-sided (more females).	During the selection of the participating CSOs, we will follow the draft Events Policy and do our best to monitor that.

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Appendix 6

Deed of Transfer No

DRIVE: Digital Research and Impact for Vulnerable E-citizens (in Ukraine and Georgia)

e-Governance Academy Foundation ("the Grantor" or "eGA"), registry code 90007000, represented by the member of the Management Board, Hannes Astok,

and

on the other part,

NAME OF THE ORGANISATION ("the Grantee" or "2030TPG") represented by the POSITION, NAME

confirm mutually, that

1. The Grantee has completed the following work:
 - 1.1. Description of the work:

 - 1.2. Period of performing the work:
2. For the competition of the work referred in Article 1.1, the Grantor shall pay the Grantee a contractual fee in amount of EUR xxx.
3. The Grantor shall pay the contractual fee to the Grantee's bank account referred to in the Agreement no later than 10 days after the date of signature of this deed.
4. The payment of taxes and duties related with the fee shall be the responsibility of the Grantee.
5. The deed enters into force when signed by both parties.

For the Grantor

Hannes Astok

Member of the Management Board

Tallinn,

For the Grantee

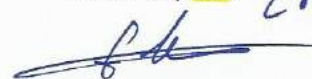
*Institute for Development of
Freedom of Information*

NAME

ORGANISATION

LOCATION, date

*George Vldarshvili
21/12/2021*



1. GENERAL OBLIGATIONS OF THE GRANTEE

The Grantee:

- a) is liable for carrying out the *outcome* in accordance with the Agreement;
- b) must comply with any legal obligations it is bound by under applicable international and national law;
- c) must inform the Grantor immediately of any events or circumstances of which the Grantee is aware, that are likely to affect or delay the implementation of the *outcome*;
- d) must inform the Grantor immediately of any change in its legal, financial, technical, organizational or ownership situation and of any change in its name, address or legal representative;
- e) must inform the Grantor immediately of any change in the legal, financial, technical, organisational or ownership situation of its affiliated entities and of any change in their name, address or legal representative.

2. COMMUNICATION BETWEEN PARTIES

2.1. Form and means of communication

Any communication relating to the Agreement or to its implementation must:

- a) be made in writing (in paper or electronic form);
- b) bear the number of the Agreement; and
- c) be made using the communication details identified in the Special Conditions.

If a party requests written confirmation of an electronic communication within a reasonable time, the sender must provide an original signed paper version of the communication as soon as possible.

2.2. Date of communications

Any communication is considered to have been made when the receiving party receives it, unless the Agreement states that communication is considered to have been made on the date when the communication was sent.

Email is considered to have been received by the receiving party on the day of dispatch of that email, provided that it is sent to the email address indicated in the Special Conditions. The sending party must be able to prove the date of dispatch. If the sending party receives a non-delivery report, it must make every effort to ensure that the other party actually receives the communication by email or mail. In such a case, the sending party is not held in breach of its obligation to send such communication within a specified deadline.

Mail sent to the Grantor using the postal or courier services is considered to have been received by the Grantor on the date on which it is registered by the department identified in.

Formal notifications are considered to have been received by the receiving party on the date of receipt indicated in the proof received by the sending party that the message was delivered to the specified recipient.

3. LIABILITY FOR DAMAGES

The Grantor may not be held liable for any damage caused or sustained by the Grantee, including any damage caused to third parties as a consequence of or during the implementation of the *outcome*.

Except in cases of *force majeure*, the Grantee must compensate the Grantor for any damage it sustains as a result of the implementation of the *outcome* or because the *outcome* was not implemented in full compliance with the Agreement.

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APPENDIX 7 — GENERAL CONDITIONS

A - LEGAL AND ADMINISTRATIVE PROVISIONS

DEFINITIONS

The following definitions apply for the purpose of the Agreement:

Confidential information or document	any information or document (in any format) received by either party from the other or accessed by either party in the context of the implementation of the Agreement that any of the parties has identified in writing as confidential. It does not include information that is publicly available
Conflict of interests	a situation where the impartial and objective implementation of the Agreement by the Grantee is compromised for reasons involving family, emotional life, political or national affinity, economic interest, or any other shared interest with the Grantor or any third party related to the subject matter of the Agreement
Direct costs	those specific costs which are directly linked to the implementation of the outcome and can therefore be attributed directly to it. They may not include any indirect costs
Force majeure	any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the Agreement, which is not attributable to error or negligence on their part or on the part of the subcontractors affiliated entities or third parties in receipt of financial support and which proves to be inevitable despite their exercising due diligence. The following cannot be invoked as <i>force majeure</i> : labour disputes, strikes, financial difficulties or any default of a service, defect in equipment or materials or delays in making them available, unless they stem directly from a relevant case of <i>force majeure</i>
Formal notification	form of communication between the parties made in writing by mail or electronic mail which provides the sender with compelling evidence that the message was delivered to the specified recipient
Fraud	any intentional act or omission affecting the Main Grantors' financial interests relating to the use or presentation of false, incorrect or incomplete statements or documents, to non-disclosure of information in violation of a specific obligation
Implementation period	the period of implementation of the activities forming part of the outcome, as specified in the Special Conditions
Irregularity	any infringement of a provision of law resulting from an act or omission by the Grantee, which has or would have the effect of prejudicing the Grantor's budget
Maximum amount of the grant	the maximum Grantor contribution to the outcome, as defined in the Special Conditions
Outcome	the set of results or the project for which the grant is awarded, to be achieved by the Grantee's activities as described in Appendix 1
Pre-existing material	any materials, document, technology or know-how which exists prior to the Grantee using it for the production of a result in the implementation of the outcome
Pre-existing right	any industrial and intellectual property right on pre-existing material; it may consist in a right of ownership, a license right and/or a right of use belonging to the Grantee or any other third parties
Related person	any person who has the power to represent the Grantee or to take decisions on its behalf
Starting date	the date on which the implementation of the activities and achievement of the outcome starts as provided for in the Special Conditions
Subcontract	a procurement contract within the meaning of Article 10, which covers the implementation by a third party of tasks forming part of the outcome as described in Appendix 1
Substantial error	any infringement of a provision of an agreement resulting from an act or omission, which causes or might cause a loss to the Grantor's or Main Grantors budget

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- (i) unauthorised reading, copying, alteration or removal of storage media;
 - (ii) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - (iii) unauthorised use of data processing systems by means of data transmission facilities;
 - (iv) ensure that authorised users of a data processing system can access only the personal data to which their access right refers;
 - (v) record which personal data have been communicated, when and to whom;
 - (vi) ensure that personal data processed on behalf of third parties can be processed only in the manner prescribed by the Grantor;
 - (vii) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- b) design its organisational structure in such a way that it meets data protection requirements.

7. VISIBILITY OF THE MAIN GRANTOR FUNDING

7.1. Information on the Grantor funding and use of the Main Grantor emblem

Unless the Grantor requests or agrees otherwise, any communication or publication made by the Grantee that relates to the *outcome*, including at conferences, seminars or in any information or promotional materials (such as brochures, leaflets, posters, presentations, in electronic form, etc.), must:

- a) indicate that the *outcome* has received funding from the Main Grantor; and
- b) display the Main Grantor emblem, if available.

When displayed in association with another logo, the Main Grantor emblem must have appropriate prominence.

The obligation to display the Main Grantor emblem does not confer on the Grantee a right of exclusive use. The Grantee may not appropriate the Main Grantor emblem or any similar trademark or logo, either by registration or by any other means.

For the purposes of the first, second and third subparagraphs and under the conditions specified therein, the Grantee may use the Main Grantor emblem without first obtaining permission from the Grantor.

7.2. Disclaimers excluding Grantor responsibility

Any communication or publication that relates to the *outcome*, made by the Grantee in any form and using any means, must indicate:

- a) that it reflects only the author's view; and
- b) that the Grantor is not responsible for any use that may be made of the information it contains.

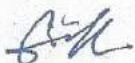
8. PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

8.1. Ownership of the results by the Grantee

The Grantee retains ownership of the results of the *outcome*, including industrial and intellectual property rights, and of the reports and other documents relating to it, unless stipulated otherwise in the Agreement.

8.2. Pre-existing rights

If the Grantor sends the Grantee a written request specifying which of the results it intends to use, the Grantee must:



4. CONFLICT OF INTEREST

The Grantee must take all necessary measures to prevent any situation of *conflict of interests*.

The Grantee must inform the Grantor without delay of any situation constituting or likely to lead to a *conflict of interests*. It must take immediately all the necessary steps to rectify this situation.

The Grantor may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

5. CONFIDENTIALITY

During implementation of the *outcome* and for five years after the final payment, the parties must treat with confidentiality any *confidential information and documents*.

The parties may only use *confidential information and documents* for a reason other than to fulfil their obligations under the Agreement if they have first obtained the prior written agreement of the other party.

The confidentiality obligations do not apply if:

- a) the disclosing party agrees to release the other party from those obligations;
- b) the *confidential information or documents* become public through other means than a breach of the confidentiality obligations;

the disclosure of the *confidential information or documents* is required by law.

6. PROCESSING OF PERSONAL DATA

6.1. Processing of personal data by the Grantor

Any personal data included in the Agreement must be processed by the Grantor in accordance with the General Data Protection Regulation EU 2016/679 (GDPR) ("Data Protection Laws") and all other related laws and regulations.

The Grantee has the right to access and correct its own personal data. For this purpose, it must send any queries about the processing of its personal data to the grant contract data identified in Article 7 of the Agreement.

Each Party will use reasonable endeavours to not do or omit to do anything that may cause the other Party to be in breach of any applicable Data Protection Laws.

In the event the applicable Data Protection Laws require additional measures, the Parties will negotiate in good faith to agree to such additional provisions as may reasonably be required in good faith to agree to such additional provisions as may reasonably be required for the purposes of each Party's compliance with the Data Protection Laws.

6.2. Processing of personal data by the Grantee

The Grantee must process personal data under the Agreement in compliance with applicable national law on data protection (including authorisations or notification requirements).

The Grantee may grant its personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement.

The Grantee must adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned.

This is in order to:

- a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:

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- establish a list specifying all *pre-existing rights* included in those results; and
- provide this list to the Grantor at the latest with the request for payment of the balance.

The Grantee must ensure that it or its affiliated entities have all the rights to use any *pre-existing rights* during the implementation of the Agreement.

8.3. Rights of use of the results and of pre-existing rights by the Grantor

The Grantee grants the Grantor the following rights to use the results of the *outcome*:

- for its own purposes and in particular to make available to persons working for the Grantor, other institutions, agencies and bodies and to institutions, as well as to copy and reproduce in whole or in part and in an unlimited number of copies;
- reproduction: the right to authorise direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- communication to the public: the right to authorise any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;
- distribution: the right to authorise any form of distribution of results or copies of the results to the public;
- adaptation: the right to modify the results;
- translation;
- the right to store and archive the results in line with the document management rules applicable to the Grantor, including digitisation or converting the format for preservation or new use purposes.

The above rights of use may be further specified in the Special Conditions. Additional rights of use for the Grantor may be provided for in the Special Conditions.

The Grantee must ensure that the Grantor has the right to use any *pre-existing rights* included in the results of the *outcome*. The *pre-existing rights* must be used for the same purposes and under the same conditions as applicable to the rights of use of the results of the *outcome*, unless specified otherwise in the Special Conditions.

Information about the copyright owner must be inserted in cases where the result is divulged by the Grantor. The copyright information must read: "© — year — name of the copyright owner. All rights reserved. Licenced to the Main Grantor under conditions".

If the Grantee grants rights of use to the Grantor, this does not affect its confidentiality obligations under Article 6 or the Grantee's obligation under Article 2.

9. AWARD OF CONTRACTS NECESSARY FOR THE IMPLEMENTATION OF THE OUTCOME

If the implementation of the *outcome* requires the Grantee to procure goods, works or services, it must award the contract to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, it must avoid any *conflict of interests*.

The Grantee must ensure that the conditions applicable to it under Articles 4, 5, 6 and 9 are also applicable to the contractors.

The Grantee remains solely responsible for carrying out the *outcome* and for compliance with the Agree

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10. SUBCONTRACTING OF TASKS FORMING PART OF THE OUTCOME

Grantee may subcontract tasks forming part of the *outcome*. If it does so, it must ensure that, in addition to the conditions specified in Article 10, the following conditions are also complied with:

- a) subcontracting does not cover core tasks of the *outcome*;
- b) recourse to subcontracting is justified because of the nature of the *outcome* and what is necessary for its implementation;
- c) the estimated costs of the subcontracting are clearly identifiable;
- d) any recourse to subcontracting, if not provided for in Appendix 2, is communicated by the Grantee and approved by the Grantor. The Grantor may grant approval:
- e) before any recourse to subcontracting, if the Grantee requests an amendment as provided for in Article 13; or
- f) after recourse to subcontracting if the subcontracting:
 - (i) is specifically justified in the interim or final technical report referred to in the Special Conditions; and
 - (ii) does not entail changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;
 - (iii) the Grantee ensures that the conditions applicable to it under Article 8 are also applicable to the subcontractors.

If the Grantee breaches its obligations under Article 11 (a), (b), (c) or (d), the costs related to the contract concerned are considered recoverable in accordance with Article 19.2 (f).

If the Grantee breaches its obligation under Article 11 (e) the grant may be reduced in accordance with Article 25.

11. FINANCIAL SUPPORTING TO THIRD PARTIES

If, while implementing the *outcome*, the Grantee has to give financial support to third parties, the Grantee must give such financial support in accordance with the conditions stated in the Special Conditions. Under those conditions, the following information must be stated at least:

- a) the maximum amount of financial support. This amount may not exceed EUR 60 000 for each third party except if the financial support is the primary aim of the *outcome* as specified in the Special Conditions;
- b) the criteria for determining the exact amount of the financial support;
- c) the different types of activity that may receive financial support, on the basis of a fixed list;
- d) the persons or categories of persons which may receive financial support;
- e) the criteria for giving the financial support.

The Grantee must ensure that the conditions applicable to it under Articles 4, 5, 6, 8, 9 and 27 are also applicable to the third parties receiving financial support.

12. AMENDMENTS TO THE AGREEMENTS

Any amendment to the Agreement must be made in writing.

An amendment may not have the purpose or the effect of making changes to the Agreement which would call into question the decision awarding the grant or be contrary to the equal treatment of applicants.

Any request for amendment must:

- a) be duly justified;
- b) be accompanied by appropriate supporting documents; and
- c) be sent to the other party in due time before it is due to take effect, and in any case one month before the end of the *implementation period*.

Point (c) does not apply in cases duly substantiated by the party requesting the amendment if the other party agrees.

Amendments enter into force on the date on which the last party signs or on the date of approval of the request for amendment.

Amendments take effect on a date agreed by the parties or, in the absence of such an agreed date, on the date on which the amendment enters into force.

13. ASSIGNMENT OF CLAIMS FOR PAYMENTS TO THIRD PARTIES

The Grantee may not assign any of its claims for payment against the Grantor to any third party, except if approved by the Grantor on the basis of a reasoned, written request by the Grantee.

If the Grantor does not accept the assignment or the terms of it are not complied with, the assignment has no effect on it.

In no circumstances may an assignment release the Grantee from its obligations towards the Grantor.

14. FORCE MAJEURE

A party faced with *force majeure* must send a *formal notification* to the other party without delay, stating the nature of the situation or of the event, its likely duration and foreseeable effects.

The parties must take the necessary measures to limit any damage due to *force majeure*. They must do their best to resume the implementation of the *outcome* as soon as possible.

The party faced with *force majeure* may not be considered in breach of its obligations under the Agreement if it has been prevented from fulfilling them by *force majeure*.

However, the Grantor reserves the right to unilaterally terminate this grant in whole or in part in the event of *force majeure*, that is, an event that prevents completion of the grant activities or prevents grant funding that is beyond the control and without the fault of either party.

Examples of such causes include, but are not limited to, (i) acts of God (ii) acts of public enemy; (iii) acts of the Grantee's Government in either their Sovereign or contractual capacities; (iv) fires; (v) floods; (vi) epidemics; (vii) quarantine restrictions; (viii) strikes; (ix) freight embargoes; (x) unusually severe weather; and (xi) delays of subcontractors or suppliers at any tier from enforceable causes beyond the control and without the fault or negligence of both the Grantee and its suppliers.

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15. SUSPENSION OF THE IMPLEMENTATION OF THE OUTCOME

15.1. Suspension of implementation by the Grantee

The Grantee may suspend the implementation of the *outcome* or any part of it, if exceptional circumstances make such implementation impossible or excessively difficult, in particular in the event of *force majeure*.

The Grantee must immediately inform the Grantor, stating:

- a) the reasons for suspension, including details about the date or period when the exceptional circumstances occurred; and
- b) the expected date of resumption.

Once the circumstances allow the Grantee to resume implementing the *outcome*, the Grantee must inform the Grantor immediately and present a request for amendment of the Agreement. This obligation does not apply if the Agreement is terminated in accordance with Articles 16.1 or points (b) or (c) of Article 16.2.1.

15.2. Suspension of implementation by the Grantor

15.2.1. Grounds for suspension

The Grantor may suspend the implementation of the *outcome* or any part thereof:

- a) if the Grantor has evidence that the Grantee has committed *substantial errors, irregularities or fraud* in the award procedure or while implementing the Agreement or if the Grantee fails to comply with its obligations under the Agreement;
- b) if the Grantor has evidence that the Grantee has committed systemic or recurrent errors, *irregularities, fraud* or serious breach of obligations in other grants funded awarded to the Grantee under similar conditions and the errors, *irregularities, fraud* or breach have a material impact on this grant; or
- c) if the Grantor suspects *substantial errors, irregularities, fraud* or breach of obligations committed by the Grantee in the award procedure or while implementing the Agreement and needs to verify whether they have actually occurred.

15.2.2. Procedure for suspension

Before suspending implementation of the *outcome*, the Grantor must send a *formal notification* to the Grantee informing it of:

- a) its intention to suspend the implementation;
- b) the reasons for suspension;
- c) the necessary conditions for resuming the implementation in the cases referred to in points (a) and (b) of Article 16.2.1; and
- d) inviting it to submit observations within 30 calendar days of receiving the formal notification.

If the Grantor does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a *formal notification* to the Grantee informing it of:

- a) the suspension of the implementation;
- b) the reasons for suspension; and
- c) the final conditions for resuming the implementation in the cases referred to in points and

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- (b) of Article 16.2.1; or
- d) the indicative date of completion of the necessary verification in the case referred to in point (c) of Article 16.2.1.

The suspension takes effect on the day the *formal notification* is received by the Grantee or on a later date specified in the *formal notification*.

Otherwise, the Grantor must send a *formal notification* to the Grantee informing it that it is not continuing the suspension procedure.

15.2.3. Resuming implementation

In order to resume the implementation, the Grantee must meet the notified conditions as soon as possible and must inform the Grantor of any progress made.

If the conditions for resuming the implementation are met or the necessary verifications are carried out, the Grantor must send a *formal notification* to the Grantee:

- a) informing it that the conditions for lifting the suspension are met; and
- b) requiring it to present a request for amendment of the Agreement as provided for in Article 16.3. This obligation does not apply if the Agreement is terminated in accordance with Articles 16.1 or points (b), (f) or (g) of Article 16.2.1.

15.2.4. Effects of the suspension

If the implementation of the *outcome* can be resumed and the Agreement has not been terminated, an amendment to the Agreement must be made in accordance with Article 13 in order to:

- a) set the date on which the *outcome* is to be resumed;
- b) extend the duration of the *outcome*; and
- c) make other changes necessary to adapt the *outcome* to the new situation.

The suspension is lifted with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during the period of suspension that relate to the implementation of the suspended *outcome* or the suspended part of it may not be reimbursed or covered by the grant.

Suspending implementation of the *outcome* does not affect the Grantor's right to terminate the Agreement in accordance with Article 16.2, reduce the grant or recover amounts unduly paid in accordance with Articles 25 and 26.

Neither party may claim damages due to suspension by the other party.

16. TERMINATION OF THE AGREEMENT

Unless otherwise provided for in the Special Conditions, termination of the contract must be subject to the following conditions.

16.1. Termination of the Agreement by the Grantee

The Grantee may terminate the Agreement.

The Grantee must send a *formal notification* of termination to the Grantor, stating:

- a) the reasons for termination; and

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- b) the date on which the termination takes effect. This date must be set after the *formal notification*.

If the Grantee does not state the reasons for the termination or if the Grantor considers that the reasons do not justify termination, the Agreement is considered to have been terminated improperly.

The termination takes effect on the day specified in the *formal notification*.

16.2. Termination of the Agreement by the Grantor

16.2.1. Grounds for termination

The Grantor may unilaterally terminate the Agreement, if:

- a) a change to the Grantee's legal, financial, technical, organisational or ownership situation is likely to affect the implementation of the Agreement substantially or calls into question the decision to award the grant;
- b) the Grantee does not implement the *outcome* as described in Annex I or it fails to comply with another substantial obligation incumbent on it under the Agreement;
- c) the implementation of the *outcome* is prevented or suspended due to *force majeure* or exceptional circumstances and either:
 - (i) resumption is impossible; or
 - (ii) the necessary changes to the Agreement would call into question the decision awarding the grant or be contrary to the equal treatment of applicants;
- d) the Grantor has evidence that the Grantee or any related person has committed substantial errors, irregularities or fraud in the award procedure or while implementing the Agreement, including if the Grantee or related person has submitted false information or failed to provide required information;
- e) the Grantor has evidence that the Grantee has committed systemic or recurrent errors, irregularities, fraud or serious breach of obligations in other grants awarded to it under similar conditions and such errors, *irregularities*, *fraud* or breach have a material impact on this grant; or
- f) the Grantor has sent the Grantee a *formal notification* asking it to end the participation of its affiliated entity because that entity is in a situation provided for in points (e), (f) or (g) and the Grantee has failed to request an amendment ending the participation of the entity and reallocating its tasks;
- g) the funding under the Main Grantor contract to Grantor is no longer available;
- h) in case of *force majeure* as described in Article 14.

16.2.2. Procedure for termination

Before terminating the Agreement, the Grantor must send upon 30 days a *formal written notification* to the Grantee

- a) informing it of:
 - (i) its intention to terminate;
 - (ii) the reasons for termination; and
- b) requiring it, within 30 calendar days of receiving the formal notification:
 - (i) to submit observations; and



- (ii) in the case of point (b) of Article 16.2.1, to inform the Grantor of the measures to ensure compliance with the obligations under the Agreement.

If the Grantor does not receive observations or decides to pursue the procedure despite the observations it has received, it will send a *formal notification* to the Grantee informing it of the termination and the date on which it takes effect.

Otherwise, the Grantor must send a *formal notification* to the Grantee informing it that the termination procedure is not continued.

The termination takes effect:

- a) for terminations under points (a), (b) and (d) of Article 16.2.1: on the day specified in the *formal notification* of termination;
- b) for terminations under points (c), (e), (f), (g) and (h) of Article 16.2.1: on the day after the Grantee receives the *formal notification* of termination.

16.3. Effects of termination

16.3.1. Effects of terminating the Agreement:

Within 60 calendar days from the day on which the termination takes effect, the Grantee must submit a request for final payment of the final payment as provided for in Special Conditions.

If the Grantor does not receive the request for payment of the balance by the above deadline, only costs which are included in an approved technical report and, where relevant, in an approved financial statement, are reimbursed or covered by the grant.

If the Agreement is terminated by the Grantor because the Grantee has breached its obligation to submit the request for payment, the Grantee may not submit any request for payment after termination. In that case the second subparagraph applies.

The Grantor calculates the final grant amount as referred to in Article 25 and the balance as referred to in Special Conditions based on the reports submitted.

Only costs incurred before termination takes effect are reimbursed or covered by the grant. Costs relating to contracts due for execution only after termination are not considered and are not reimbursed or covered by the grant.

The Grantor may reduce the grant in accordance with Article 25 in case of:

- a) improper termination of the Agreement by the Grantee within the meaning of Article 16.1; or
- b) termination of the Agreement by the Grantor on any of the grounds set out in points (b), (e), (f), (g) and (h) of Article 16.2.1.

Neither party may claim damages on the grounds that the other party terminated the Agreement.

After termination, the Grantee's obligations continue to apply, in particular those under Articles 4, 6, 8, 9, 14, 27 and any additional provisions on the use of the results, as set out in the Special Conditions.

18 APPLICABLE LAW, SETTLEMENT OF DISPUTES AND ENFORCEABLE DECISIONS

The Agreement is governed by the applicable law, complemented, where necessary, by the law of Estonia.

Disputes arising from the agreement shall be settled through negotiations. If no agreement is reached as a result of the negotiations, the disputes shall be settled pursuant to the procedure prescribed by the legislation of the Republic of Estonia.

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In matters not regulated in the agreement, the parties shall follow the legislation and good practice, performing their obligations in a purposeful, economical manner and in the best possible way.

The agreement may be amended and supplemented by agreement of the parties. Amendments to the agreement shall enter into force upon signature by both parties or at such other time as the Parties may specify in writing. Failure to comply with the written form will invalidate the contract.

B - FINANCIAL PROVISIONS

19 ELIGIBLE COSTS

All eligible costs or part of eligible costs of the *outcome* are calculated on the basis of a pre-established amount duly justified by the Grantor, which is paid if predefined *outcomes* are completed.

20 IDENTIFIABILITY AND VERIFIABILITY OF THE AMOUNTS DECLARED

The Grantee does not need to identify the actual eligible costs covered or to provide supporting documents, such as accounting statements, to prove the amount declared as a lump sum.

Financial checks, reviews, or audits on costs are not required.

Proper reporting and implementation of the *outcomes* as described in Appendix 1 is required.

Lump sum costs declared on the basis of the Grantee's usual cost accounting practices:

- a) the global amount calculated in accordance with its usual cost accounting practices, if the corresponding tasks or part of the *outcome* have been implemented properly.

Records and other documentation to support the costs and contributions declared:

- a) adequate supporting documents to prove that the *outcome* has been properly implemented.

21 ELIGIBILITY OF COSTS OF ENTITIES AFFILIATED TO THE GRANTEE

If the Special Conditions contain a provision on entities affiliated to the Grantee, costs incurred by such an entity are eligible, if:

- b) they satisfy the same conditions under Articles 19 and 20 as apply to the Grantee; and
- c) the Grantee ensures that the conditions applicable to it under Articles 4, 5, 6, 8, 10, 11 and 27 are also applicable to the entity.

22 BUDGET TRANSFERS

The budget transfers do not apply to amounts which take the form of lump sums.

Detailed budget is not required for the grant contributions up to EUR 60 000.

However, the Grantee may not add costs relating to *subcontracts* not provided for in Appendix 1, unless such additional *subcontracts* are approved by the Grantor in accordance with Article 11 (d).

23 NON-COMPLIANCE WITH THE REPORTING OBLIGATIONS

The Grantor may terminate the Agreement as provided for in Article 16.2.1(b) and may reduce the grant as provided for in Article 25.4 if the Grantee:



- a) did not submit a request for interim payment or payment of the balance accompanied by the documents referred to in the Special Conditions within 60 calendar days following the end of the corresponding reporting period; and
- b) still fails to submit such a request within further 60 calendar days following a written reminder sent by the Grantor.

24 SUSPENSION OF PAYMENTS AND TIMELINE FOR PAYMENT

24.1 Suspension of payments

24.1.1 Grounds for suspension

The Grantor may, at any time during the implementation of the Agreement, suspend the interim payments or final payment:

- a) if the Grantor has evidence that the Grantee has committed *substantial errors, irregularities or fraud* in the award procedure or while implementing the Agreement or if the Grantee fails to comply with its obligations under the Agreement;
- b) if the Grantor has evidence that the Grantee has committed systemic or recurrent errors, *irregularities, fraud* or serious breach of obligations in other grants funded by the Grantor or the Main Grantor awarded to the Grantee under similar conditions and such errors, *irregularities, fraud* or breach have a material impact on this grant; or
- c) if the Grantor suspects *substantial errors, irregularities, fraud* or breach of obligations committed by the Grantee in the award procedure or while implementing the Agreement and needs to verify whether they have actually occurred.

24.1.2 Procedure for suspension

Before suspending payments, the Grantor must send a *formal notification* to the Grantee informing it of:

- a) its intention to suspend payments;
- b) the reasons for suspension;
- c) in the cases referred to in points (a) and (b) of Article 24.1.1, the conditions that need to be met for payments to resume; and
- d) inviting it to submit observations within 30 calendar days of receiving the *formal notification*.

If the Grantor does not receive observations or decides to pursue the procedure despite the observations it has received, it must send a *formal notification* to the Grantee informing it of:

- a) the suspension of payments;
- b) the reasons for suspension;
- c) the final conditions under which payments may resume in the cases referred to in points (a) and (b) of Article 24.1.1;
- d) the indicative date of completion of the necessary verification in the case referred to in point (c) of Article 24.1.1.

The suspension takes effect on the day the Grantor sends *formal notification* of suspension.

Otherwise, the Grantor must send a *formal notification* to the Grantee informing it that it is not continuing with the suspension procedure.

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24.1.3 Effects of suspension

During the period of suspension of payments the Grantee is not entitled to submit any requests for payments and supporting documents referred to in Special Conditions.

The corresponding requests for payments and supporting documents may be submitted as soon as possible after resumption of payments or may be included in the first request for payment due following resumption of payments in accordance with the schedule laid down in the Special Conditions.

The suspension of payments does not affect the right of the Grantee to suspend the implementation of the *outcome* as provided for in Article 16.1 or to terminate the Agreement as provided for in Article 16.1.

24.1.4 Resuming payments

In order for the Grantor to resume payments, the Grantee must meet the notified conditions as soon as possible and must inform the Grantor of any progress made.

If the conditions for resuming payments are met, the suspension will be lifted. The Grantor will send a *formal notification* to the Grantee informing it of this.

24.1.5 Suspension of the time limit for payments

The Grantor may at any moment suspend the time limit for payment specified in the Special Conditions if a request for payment cannot be approved because:

- a) it does not comply with the Agreement;
- b) the appropriate supporting documents have not been produced; or
- c) there is a doubt about the eligibility of the costs declared in the financial statements and additional checks, reviews, audits or investigations are necessary.

The Grantor must send a *formal notification* to the Grantee informing it of:

- a) the suspension; and
- b) the reasons for the suspension.

The suspension takes effect on the day the Grantor sends the *formal notification*.

If the conditions for suspending the payment deadline are no longer met, the suspension will be lifted and the remaining period will resume.

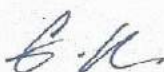
If the suspension exceeds two months, the Grantee may request the Grantor if the suspension will continue.

If the payment deadline has been suspended because the technical reports or financial statements do not comply with the Agreement and the revised report or statement is not submitted or was submitted but is also rejected, the Grantor may terminate the Agreement as provided for in Article 16.2.1 (b) and reduce the grant as provided for in Article 25.

25 CALCULATION OF THE FINAL AMOUNT OF THE GRANT

The final amount of the grant depends on the extent to which the *outcome* has been implemented in accordance with the terms of the Agreement.

As provided for in the Special Conditions, the grant takes the form of a lump sum contribution, the Grantor applies the lump sum specified in that Article for the Grantee and its affiliated entities if it finds that the corresponding tasks or part of the *outcome* were implemented properly in accordance



with Appendix 1.

The grant may not produce a profit for the Grantee, unless specified otherwise in the Special Conditions.

'Profit' means the surplus of the amount plus the total receipts of the *outcome*, over the total eligible costs of the *outcome*.

The Grantor may reduce the *maximum amount of the grant* if the *outcome* has not been implemented properly as described in Appendix 1 (i.e. if it has not been implemented or has been implemented poorly, partially or late), or if another obligation under the Agreement has been breached.

The amount of the reduction will be proportionate to the degree to which the *outcome* has been implemented improperly or to the seriousness of the breach.

Before the Grantor reduces the grant, it must send a *formal notification* to the Grantee informing it of:

- a) its intention to reduce the *maximum amount of the grant*;
- b) the amount by which it intends to reduce the grant;
- c) the reasons for reduction; and
- d) inviting it to submit observations within 30 calendar days of receiving the formal notification.

If the Grantor does not receive any observations or decides to pursue reduction despite the observations it has received, it will send a *formal notification* informing the Grantee of its decision.

If the grant is reduced, the Grantor must calculate the reduced grant amount by deducting the amount of the reduction (calculated in proportion to the improper implementation of the *outcome* or to the seriousness of the breach of obligations) from the *maximum amount of the grant*.

26 RECOVERY

26.1. Recovery

Where an amount is to be recovered under the terms of the Agreement, the Grantee must repay the Grantor the amount in question.

The Grantee is responsible for the repayment of any amount unduly paid by the Grantor as a contribution towards the costs incurred by its affiliated entities.

26.2. Recovery procedure

Before recovery, the Grantor must send a *formal notification* to the Grantee:

- a) informing it of its intention to recover the amount unduly paid;
- b) specifying the amount due and the reasons for recovery; and
- c) inviting the Grantee to make any observations within a specified period.

If no observations have been submitted or if, despite the observations submitted by the Grantee, the Grantor decides to pursue the recovery procedure, the Grantor may confirm recovery by sending a *formal notification* to the Grantee consisting of a debit note, specifying the terms and the date for payment.

If payment has not been made by the date specified in the debit note, the Grantor will recover the amount due:

- a) by offsetting it, without the Grantee's prior consent, against any amounts owed to the



Grantee by the Grantor or the Main Grantor ('offsetting');

In exceptional circumstances, to safeguard the financial interests of the Main Grantor, the Grantor may offset before the due date.

26.3. Interest on late payment

If payment is not made by the date in the debit note, the amount to be recovered will be increased by late-payment interest at the rate set out in the Special Conditions from the day following the date for payment in the debit note up to and including the date the Grantor receives full payment of the amount.

Partial payments must first be credited against charges and late-payment interest and then against the principal.

26.4. Bank charges

Bank charges incurred in the recovery process must be borne by the Grantee.

27 CHECKS, AUDITS AND EVALUATIONS

27.1. Technical and financial checks, audits, interim and final evaluations

Unless otherwise agreed in the Special Conditions, lump sum contribution is not a subject for technical and financial checks, audits, interim and final evaluations if the *maximum amount of the grant* is not more than EUR 60 000.

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