

CONTRACT nr 315/18.10.2017

Expert Forum with the official address in Romania, 023592, Bucharest, Arh Petre Antonescu, no 13, bl 12, apt. 96, 2nd District, tax number 28655396, , bank account RO59 RZBR 0000 0600 1365 9453, Raiffeissen Bank, Stefan cel Mare branch, Bucharest, legal representative Sorin Ionuț, hereinafter called Applicant,

and

Institute for Development of Freedom of Information (ID #204569617)

agree to the following:

Article 1 – the Purpose of the Contract

1.1 The object of this contract is the transfer of a grant for the implementation of the project *Combating Clientelism in Local Investments and Financial Transfers (CC-LIFT)* (hereinafter called "Project")

Article 2 – The duration of the contract and the implementation period of the Project

2.1 This contract comes into effect from the date of signing by the latter of the two parties.

2.2 The contract will be applicable during the entire implementation period of the project, for 24 months, including the reporting period

2.3. This agreement can also be terminated if 1) the partner fails to comply with the conditions of the grant, 2) both parties agree to mutually terminate the agreement

Article 3 – The roles and responsibilities of each organization involved in the partnership

3.1. The partner shall:

- a) Provide timely support to EFOR experts to contribute to the implementation of the research methodology, according to the description in annex I and the memo resulted from the first meeting of the project;
- b) Implement the activities according to the methodology stated in the project proposal and to the conclusions of the opening meeting in Bucharest;
- c) Replicate the tools developed by Expert Forum and develop new tools, according to the local specific financial framework
- d) Provide an expert to participate actively in the implementation of the research methodology and implementation of events: develop online tools and policy papers, organize and take part to debates and press conference in Georgia, identify local activities and ensure the conditions for their training, participate and contribute to the conferences in Bucharest and Brussels etc.).
- e) Provide all the financial documents requested by the coordinator
- f) Promote the project and the activities within through all the means at its disposal

3.2. The partner is liable for any damage sustained toward this project, including:

- If the deadlines are not respected regarding the deliverables without a justified cause
- If the behaviour of the Partner causes damage to the image of the project
- If the Partner terminates the contract for the reasons which are not specified in the contract and do not represent the breach of the contract by the Applicant

3.3 The Applicant shall:

- Ensure the implementation and monitoring of the Action in accordance with the Contract and ensure coordination with all Partners in the implementation of the Action;
- Be the intermediary for all communication between the partner and the donor;
- Be responsible for supplying all documents and information to the donor which may be required under the Contract, in particular in relation to the payment.

Article 4 – Financial aspects

4.1. The Partner will receive then the following funds:

List	Unit price	Quantity	Total USD Cost	Other USD Funding	OSF USD Funding
Project expert (EG); including taxes	\$2,000	16	\$8,000.0	\$0.0	\$8,000.0
Travel in territory, days, Georgia	\$60	6	\$360.0	\$0.0	\$360.0

Also, the Applicant will ensure the coverage of the expenses for the expert through its budget for the following activities:

List	Unit price	Quantity	Total USD Cost	Other USD Funding	OSF USD Funding
Kick start event, Buc, 1 day * 1 pers, perdiem	\$120	1	\$120.0	\$0.0	\$120.0
Kick start event, Buc, 1 pers, travel	\$400	1	\$400.0	\$0.0	\$400.0
Final event, Buc, 2 days * 1 pers, perdiem	\$130	2	\$260.0	\$0.0	\$260.0
Final event, Buc, 2 days * 1 pers, travel	\$350	1	\$350.0	\$0.0	\$350.0
Workshop Brussels, 1 pers, perdiem	\$120	1	\$120.0	\$0.0	\$120.0
Workshop Brussels, 1 pers, travel	\$400	1	\$400.0	\$0.0	\$400.0

EFOR will also provide IT expertise if needed during the research activities.

The payments will be made in three steps, according to the implementation calendar of the activities:

- The first payment will be made at the beginning of the project and will represent 40% of the OSF grant – 3144 USD
- The second installment will be paid in the second year of the project, after the justifying documents for the first installment are provided. The value of the installment is 40% of the OSD grant – 3144 USD

- 3) The third installment will be transferred at the end of the project, when all documents are sent to the Applicant by the Partner

The transfers will be approved according to a payment request sent by the Partner to the Applicant.

All the unjustified funds will be returned to the applicant.

The partner will have to provided a co-financing of 6% of the budget, meaning 500 USD.

4.2. The Partner will prove all expenditures with supporting documents as required by the law. All costs which can not be justified will be imputed to the Partner and ineligible amounts will be returned.

4.3. Payments will be made in USD to the following bank account:

Name of bank: Bank of Georgia

Branch bank: Central branch

Bank address: 29a Gagarin street, Tbilisi 0160, Georgia

Account name: INSTITUTE FOR DEVELOPMENT OF FREEDOM OF INFORMATION (IDFI)

IBAN: GE44BG0000000769812000

SWIFT Code: BAGAGE22

Article 5 Conflicts of interests

(1) The Partner shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this Contract. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.

This Agreement has been drawn up and signed in Bucharest / Tbilisi in 2 original copies in English, one for each party.

For the Applicant,

Expert Forum

Sorin Ioniță
President



For the Partner,

Institute for Development of Freedom of
Information

Giorgi Kldiashvili
Executive Director



managing a budget, mechanisms of public participation and transparency, as well as monitoring and advocacy tools. An expert from EFOR will intervene for at least one session, by on-line means.

The activists will contribute to the implementation of the next activities, by providing information, monitoring institutions or contributing to the development of local debates. Also, journalists will contribute to the promotion of this topic in local and central media.

A6. Organizing public debates

Public discussions will be initiated about the national budget's important points, through a series of events, policy opinions and media releases (including social media), at key moments of the budget approval and execution, at the central and local levels. The target will be relevant decision makers and civil servants and the partners in project will make full use of the online and offline visualization tools produced (numerical indicators, maps of clientelism, infographics, and one movie clip/country).

The timing adequate for this media releases / press conferences will be the period when the government prepares and releases the yearly budget proposal, within the time framework of our project: in principle Nov 2017 and Nov 2018 at the national level; and at the beginning of each fiscal year at the local level. This will be done independently in București, Chișinău and Tbilisi at each of these time benchmarks, but EFOR will assist in the process. EFOR representatives will take part in at least one such event per country. They will be followed by two months of media releases and social networks campaign using the tools developed.

A7. Monitoring the government's budget allocations to communities

The focus will be on investment funds, in order to detect signs of opacity and political clientelism in the process. The result of this activity will be the development of on-line tools in Moldova and Georgia (maps of clientelism) and the update of the Map of Clientelism (www.expertforum.ro/clientelism-2016) in Romania. In the same time, the partners will initiate a public debate and an advocacy campaign to address the problems detected. Since the financial allocations to local governments are not fully reflected in the draft national budget, but may substantially change over the yearly budget cycle by arbitrary executive decision in various ministries, this monitoring will be ongoing activity for the lifetime of the project; therefore, the products will be updated permanently.

A8. Organizing six press conferences

Press conferences will be organized in each country to report on the findings of Activity 7, in April 2018 and April 2019, which are the relevant dates in the local budget execution calendar, with the participation of the representatives of the Romanian partner. The events will be followed each by two months of media releases and social network campaigning using the tools developed.

A9. Developing an analysis methodology for public procurement

The partners will prepare a framework for analyzing the public procurement which follows the financial transfers monitored at A7, in the selected 15 municipalities. The local activists will be helped to use the tools currently available to the civil society in Croatia, developed by the (non-budget) partner no 4. A summary of findings will be prepared as well as a map of problems and visualization tools, to be presented publicly and debated in mass media. The final goal is to prepare a social network analysis of the contractors who work for the local governments under scrutiny and detect problems.