



EUROPEAN UNION

DELEGATION TO GEORGIA

The Ambassador

29
mmelashvili@ppg.gov.ge

Tbilisi, 12/03/2018
JH/PD Ates (2018) 1350419

Mr Giorgi Kldiashvili
Institute for Development of Freedom of
Information (IDFI)
3, A. Griboedov str.
0108 Tbilisi, Georgia

**Our ref: EuropeAid/155961/DD/ACT/GE
Enhanced Engagement of Civil Society in Justice Sector Reforms**

Dear Mr Kldiashvili,

Please find enclosed three originals of the contract mentioned above. I would be grateful if you could sign and date all three originals, retain one for your records and return the other two to the following address:

EU Delegation to Georgia
38 Nino Chkheidze str.
0102 Tbilisi, Georgia
For the attention of Finance and Contracts Section

Please use a reliable courier service or registered mail to avoid any delays or loss of the documents.

Your attention is drawn to the fact that the Contracting Authority will not be obliged to honour the signed contract in the event of any of the following:

- the contract is not returned to the above address within 30 days of the date of this letter, duly signed and dated by a signatory authorised to represent you;
- any modifications to the text of the contract or its annexes; or

The Legal Entity number which has been attributed to you is: 6000618259.

As the project implementation shall start on March 14, 2018, please make sure that you countersigned the contract not later than on March 13, 2018.

Yours sincerely,

Janos HERMAN

GRANT CONTRACT
- EXTERNAL ACTIONS OF THE EUROPEAN UNION -
ENI/2018/ 396-009
(the 'Contract')

The European Union, represented by the European Commission, (the 'Contracting Authority')

of the one part,

and

Institute for Development of Freedom of Information (IDFI)

Non-governmental organisation

Reg. No.: 204569617

3, A. Griboedov str., 0108 Tbilisi, Georgia

hereinafter the "Coordinator"

and

CRRC-Georgia

Non-governmental organisation

Reg. No.: 404997152

29/31/33 Chavchavadze Ave., 0179 Tbilisi, Georgia

and

Studio Monitor

Non-governmental organisation

Reg. No.: 00730120394

A. Kazbegi str. 35, Apt. 29, 0177 Tbilisi, Georgia

who have conferred powers of attorney for the purposes of the signature of the agreement to the Coordinator¹, collectively referred to as "Beneficiary(ies)" where a provision applies without distinction to the Coordinator and the co-Beneficiary(ies)

of the other part,

(the 'Parties')

have agreed as follows:

¹ Model mandate provided in Annex A to the guidelines for applicants

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

EU Delegation to Georgia
38 Nino Chkheidze str.
0102 Tbilisi, Georgia
For the attention of Operations Section

For the Coordinator

Institute for Development of Freedom of Information (IDFI)
3, A. Griboedov str., 0108 Tbilisi, Georgia

- 5.2 The expenditure verification(s) referred to in Article 15.7 of Annex II will be carried out by Grant Thornton Georgia, 54 Ketevan Tsamebuli Avenue, 0144, Tbilisi, Georgia, Tel.: +995 (0) 32 2 60 44 06, info@ge.gt.com.

Article 6 — Annexes

- 6.1 The following documents are annexed to these Special Conditions and form an integral part of the Contract:

- Annex I: Description of the Action (including the Logical Framework of the Project and the Concept Note)
- Annex II: General Conditions applicable to European Union-financed grant contracts for External Actions
- Annex III: Budget for the Action (worksheets 1, 2 and 3)
- Annex IV: Procurement rules for Beneficiary(ies)
- Annex V: Standard request for payment and financial identification form
- Annex VI: Model narrative and financial report
- Annex VII: Terms of reference for an expenditure verification of a European Union financed grant contract for external actions and model report of factual findings
- Annex VIII: Standard template for Transfere of Asset Ownership

- 6.2 In the event of a conflict between the provisions of the present Special Conditions and any Annex thereto, the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, those of Annex II shall take precedence.

Article 7 — Other specific conditions applying to the Action

- 7.1.1 Where the implementation of the Action requires the setting up or the use of local infrastructure in the partner country (field office), the Beneficiary(ies) may declare as eligible direct costs the portion of capitalised and operating costs of the local infrastructure which corresponds to the duration of the Action at the rate of use of local infrastructure for the purpose of the Action, determined by the Beneficiary(ies) on the basis of a simplified allocation method, provided that the allocation method is:

- compliant with the Beneficiary(ies)'s usual accounting and management practices and applied in a consistent manner regardless of the source of funding, and
- based on an objective, fair and reliable allocation key .
- assessed and accepted by the evaluation committee, where applicable, and the Contracting Authority at the time of contracting.

In case costs are reported on the basis of a simplified method of allocation, adequate record and documentation must be kept by the Beneficiary(ies) to prove the compliance of the allocation method used with the conditions set out above.

