

Partnership Agreement
Between
Partners for Transparency Foundation India (PTF India)
And
Institute for Development of Freedom of Information (IDFI)

1. Partners for Transparency Foundation India (hereinafter PTFI) and the Institute for Development of Freedom of Information (hereinafter – IDFI) have agreed to partner to carry out the program titled “Experience Sharing in Public Procurement” set out in the Schedule A to this agreement.
2. PTFI has agreed to pay IDFI a lump sum amount of US \$16,000.00 (United States Dollar Sixteen Thousand Only) inclusive of all applicable taxes to cover consultancy and organizing costs for carrying out the activities covered by this agreement. The amount will be disbursed as per the ToR of this agreement detailed in Schedule A and Schedule B.
3. IDFI agrees to host a group of participants (total number 26) at Tbilisi from November 21 to November 22, 2019.
4. IDFI shall be responsible for securing all necessary government approvals, filing necessary government compliances, and ensuring that any tax liability arising from this partnership are duly complied and paid. IDFI shall compensate PTFI, in case PTFI suffers any liability, expense, or loss, or any other form of monetary burden, otherwise than stipulated in this agreement, as a result of IDFI’s failure to obtain any such mandatory approval(s) or to comply with the tax liability and the payment therewith.
5. This Agreement shall bind either parties after it is duly signed by the concerned authority on behalf of IDFI and a copy of the signed Agreement is sent via electronic mail in the portable document format (PDF) to Rajat Nag, Board Member, PTFI at the email id – rajatnag@gmail.com. For all purposes the PDF copies of counterparts signed by PTFI shall evidence the Agreement and, separately, IDFI and such counterparts shall be deemed to constitute one and the same instrument.
6. The person responsible for coordinating this project on behalf of PTFI would be Project Advisor, PTFI, Mr. Ashutosh Kumar Mishra – amishra@indiaptf.org.
7. The person responsible for coordinating this project on behalf of IDFI would be the Executive Director (for the purpose of this project to be called the Project Director), IDFI, Mr. Giorgi Kldiashvili – g.kldiashvili@idfi.ge or such other person as IDFI may subsequently notify to PTFI. Such project director shall be PTFI’s principal point of contact for this project.
8. Each of PTFI and IDFI represents and warrants, for the benefit of the other party, that:
 - a. it is a legal entity recognized under the laws of the jurisdiction of its formation or in which its principal activities are conducted; and
 - b. this agreement constitutes its legal, valid and binding obligation, enforceable in accordance with the laws referred in (a).

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9. In addition, IDFI represents and warrants, for the benefit of PTFI, that the making of the payment by PTFI shall not subject PTFI to any tax or require any governmental approval in the jurisdiction in which IDFI is organized and operates.
10. This Agreement shall be governed by the laws of India, the jurisdiction where PTFI's principal executive offices are located. In the event of any dispute between the parties in respect of this Agreement, the parties shall act in good faith to resolve such dispute through discussions and negotiation, and they may seek the assistance of a third-party mediator to assist them in the resolution of such dispute. In the absence of a mutually acceptable resolution, such dispute shall be resolved by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Agreement. Any such arbitration shall be conducted in the English language before an impartial single arbitrator sitting in New Delhi, appointed by the consent of the parties.
11. The present agreement is valid upon signature by both parties until the complete payment is realized by IDFI. This agreement is subject to extension, modification, and amendment by mutual consent of the parties.

For Partners for Transparency Foundation, India



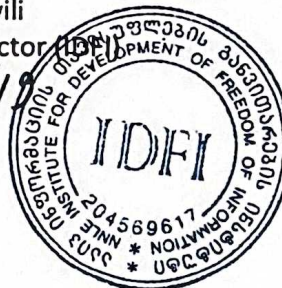
Rajat Nag
Board Member, PTFI
Date 10/25/19
Partners For Transparency Foundation India

Authorised Signatory

For the Institute for Development of Freedom of Information



Giorgi Kldiashvili
Executive Director IDFI
Date 10/25/19



Schedule A – Terms of Reference

IDFI and PTF INDIA, for the purpose of this agreement, shall provide mutual assistance as per the terms here under, for undertaking study program namely, “Experience Sharing in Public Procurement “to be held at Tbilisi from 21 November 2019-22 November 2019.

A. Definition: For the purpose of this agreement unless otherwise expressly mentioned:

- i. “Fees” refers to the amount paid by PTFI to IDFI for successful completion of the event.
- ii. “Force Majeure” means and refers to any act that is beyond the control of the Parties and the Indian Partner including but not limited to –
 - a) Acts of God.
 - b) War, hostilities, armed rebellion, insurrection, insurgency, or any hostility which has overarching impact caused using weapons (by whatever name called) and affects the carrying on of day-to-day business at the national level or regional level leading to complete deadlock.
 - c) Acts of terrorism whether affecting any country where the Parties belong, be it physical terror or digital terror or any other form of terror by whatever name called.
- iii. “Foreign Partner” would refer to The Institute for Development of Freedom of Information (IDFI).
- iv. “Indian Partner” refers to the Partners For Transparency Foundation India (PTF India), with its registered office at New Delhi, India.
- v. “Parties” refer to the Institute for Development of Freedom of Information (IDFI) and Partners For Transparency Foundation India (PTFI) together.
- vi. This agreement shall bind IDFI & PTFI towards their mutual assistance, exclusively.

B. Representations by the Parties: That the Foreign Partner and the Indian Partner –



- i) represent and warrant that they have the requisite qualification(s), expertise and experience for this Agreement and are willing and competent to undertake the execution of the terms herein or provide the services stipulated herein.
- ii) represent and acknowledge that its income, cash in-flows, contributions, donations etc. are from legitimate sources only and it does not associate with any individual(s), enterprise(s), organisation(s) etc. directly or indirectly involved in any illegal activities.
- iii) understand and warrant that for the purpose of performance of its obligations under this Agreement, they or any of their employees, consultant(s) or any third party acting on their behalf, shall not, directly or indirectly, attempt to or make any offer, promise, incentive, payments or provide anything of value, to any individual, government official, or commit any act forbidden under Prevention of Corruption Act, 1988, in order to influence or induce or offer a reward for any act, omission or decision, to secure an improper advantage or for obtaining or retaining business or for any other reason whatsoever.

C. Of Event:

- i. The Event titled – **Anti-Corruption Workshop – An International Perspective on Punitive, Preventive and Participative Vigilance** shall be an 11-days workshop.
- ii. It would be conducted in 3 different phases detailed hereunder –
 - a. Phase – I: Domestic Component –
Venue – Management Development Institute (MDI), Gurgaon at MDI, Gurgaon Campus, Gurugram, India
Date – 13 November 2019-16 November 2019
 - b. Phase – II: Foreign Component I –
Venue – Hertie School of Governance, Berlin
Date – 17-20 November 2019
 - c. Phase – III: Foreign Component II “**Experience Sharing in Public Procurement**”
Institute for Development of Freedom of Information
Venue – Tbilisi
Date – 21 November 2019-22 November 2019
 - d. Phase – III: Foreign Component III

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Venue – Istanbul

Date –23 November 2019

- iii. This Agreement shall bind the Parties to the extent of the Third Component as enunciated under sub-clause (c) of Clause ii of Article C of this Schedule and all the services and mutual assistance would be with reference and limited to the same.

D. Of Fee: Amount, Collection, & Appropriation –.

- i. The amount shall be paid to IDFI by PTFI in two stage
- a) PTFI shall pay IDFI USD 8,000 (USD Eight Thousand Only) within 7 days of signing of contract and receipt of the invoice.
 - b) Balance amount 8,000 (USD Eight Thousand Only) shall be paid by PTFI to IDFI not later than 90 business days of the successful completion of the event.

Provided that the formal invoice(s) from IDFI giving details of the nature of fees and reimbursements charged are provided within 7 business days of the successful completion of the event.

Provide further that in case of delay on behalf of IDFI beyond the stipulated time of 7 business days, but within 14 business days, the amount shall be paid to IDFI by PTFI not later than 100 business days of the successful completion of the workshop.

Provided further that in case of any delay beyond the time stipulated in Proviso (2) above, the amount shall be paid to IDFI by PTFI not later than 120 business days of the receipt of such invoices by PTFI.

- c) In case of delay in payment by MDI to PTFI, the same shall be intimated to IDFI and –
1. In case PTFI is in receipt of the invoices along with the stipulated documents, the payment shall be disbursed within 90 business days.
 2. In case PTFI is not in receipt of the documents, the payment shall be disbursed in accordance with Clause (iv) substituting the words '*successful completion of the workshop*' with '*receipt of the documents*'.

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d) IDFI shall provide PTFI with the certificates in the pro forma provided for in Annexure – A and B that would be applicable to the payments for availing any tax benefit (such as Double Tax Avoidance Agreement, etc.) for carrying out the modalities of this Agreement.

E. Of modalities of assistance by IDFI:

- i. That IDFI would arrange venue, speakers/trainers and other logistic arrangement for the field visit excluding lodging facilities for the participants who register for the course during the tenure of the course.
- ii. That IDFI would provide or make necessary arrangements for smooth delivery of the events as mutually decided.
- iii. That IDFI would provide or make necessary arrangements for food facility to the participants, faculty(s), or any other person(s) associated for smooth delivery of the events as mutually decided.
- iv. That IDFI would help PTF INDIA in the development of event structure and content of the events as decided mutually.
- v. That IDFI would make necessary payments to the Faculty (s) / Trainer(s) or speaker(s) for the course.

F. Of modalities of assistance by PTF INDIA:

- i. That PTF INDIA would help IDFI in development, of course structure and content for education material(s).
- ii. That PTF INDIA would help IDFI in coordinating the course.

G. Of human resource: The parties understand that the execution of the workshop timely and in conformity with the global quality standards forms the essence and is the core philosophy driving this workshop. The Foreign Partner would, therefore, ensure that the responsibilities of the program are entrusted with the competent professionals having the necessary qualifications, professional permits/ licenses and experience to successfully execute the same.

H. Of Intellectual Property:

- i. Any intellectual property emanating from this Agreement, with the joint efforts of the Parties, shall be held jointly by the Parties.

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- ii. The IP referred to in Clause (i) of Article (H) above shall be used otherwise than for the purpose of this Agreement by providing adequate information or acknowledgement or any other mode of attributing the joint efforts, by whatever name called, about the efforts of the Foreign Partner and the Indian Partner and no intimation in this regard would be necessary to another Party and not without such attribution.

I. Of the consequence of force majeure:

Force majeure shall, with immediate effect,

- i. prospectively, in a case where the parties immediately come to know about such incident and
- ii. retrospectively, in case the parties come to know about the incident at a later point of time but whereby the effects of such incident have already affected the nation (or its parts) and would further affect the agreed terms of this Agreement, would exonerate the parties of any liability or agreed mutual assistance.

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Schedule B : BUDGET DETAIL

Proposal Name:

Experience-Sharing Workshop

Organization:

Institute for Development of Freedom of Information (IDFI)

Position

Rate in USD

Days

Total USD Cost to the Contract

Coordinator

US\$ 800.00

3

US\$2,400.0

Assistant

US\$ 500.00

3

US\$1,500.0

Venue

US\$ 1,000.00

2

US\$2,000.0

Catering and souvenirs

US\$ 2,000.00

1

US\$2,000.0

Transportation

US\$ 600.00

1

US\$600.0

Procurement Expert for Workshop

US\$ 1,000.00

1

US\$1,000.0

Printing expenses

US\$ 500.00

1

US\$500.0

Organizational Overhead

US\$ 6,000.00

1

US\$6,000.0

Total

US\$16,000.0

TOTAL BUDGET :

16,000.00



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Annexure - A

Date - 10/25/19

To whomsoever it may concern

To assist with your tax compliance obligation, I confirm and certify as follows -

- Institute for Development of Freedom of Information (IDFI) is a resident of Georgia and liable for taxes in Georgia.
- We do not have any permanent establishment in India as defined in Double Tax Avoidance Agreement between India and Georgia.
- This Certificate is valid for the Financial Year 2019.

Giorgi Kldiashvili (Executive Director)

Signed:



Place:

Tbilisi, Georgia



Annexure B

Date - 10/25/19

Taxpayer: N(N)LE "Institute for Development of Freedom of Information"

TIN: 204569617

Financial Year: 2019

I certify that the above named organization is a Georgian organization and a resident of Georgia for purposes of Georgian taxation.

Giorgi Kldiashvili (Executive Director)

 Signed

