

Institute for Development of Freedom
of Information (IDFI)
Mr. Giorgi Kldiashvili
3, Griboedov Street
Tbilisi, 0108
Georgien

Claudia Priemer
Telefon 05241 81-81361
Fax 05241 81-681361
claudia.priemer@bertelsmann-stiftung.de
www.bertelsmann-stiftung.de

9. September 2019

Your contract with Bertelsmann Stiftung

Dear Mr. Kldiashvili,

enclosed you will receive two copies of the contract VNR-11442 with Bertelsmann Stiftung. The contract has already been legally signed by us. May I ask you to sign both copies. One is intended for your records, the other should be returned to my hands.

Best regards from Gütersloh



Claudia Priemer

Between

the

Bertelsmann Stiftung

Carl-Bertelsmann-Str. 256

33311 Gütersloh, Germany

- hereinafter called the "Foundation" -

- represented by Miriam Kosmehl -

and

Institute for Development of Freedom of Information (IDFI)

3, Griboedov Street

Tbilisi, 0108, Georgia

- hereinafter called "IDFI" -

- represented by Giorgi Kldiashvili -

hereby conclude the following Agreement in connection with the programme

Europe's Future

Preamble

According to its company statute, the Foundation exclusively pursues activities that are directly philanthropic in nature. The project "Strategies for the EU Neighbourhood" is to be carried out within the scope of the aforementioned programme. In connection with implementation of the project and for purposes of working up the basic scientific aspects relating to the project, Silvia Stöber (hereinafter called "author") was commissioned to prepare a South Caucasus study on **evidence-based strategies to combat corruption** on the basis of three country research reports.

In this context, based on IDFI's knowledge of the national language at mother-tongue level as well as its institutional focus on studying, researching and promoting reforms in Georgia, including in the spheres of rule of law and anti-corruption, IDFI shall be engaged to assist the author of the South Caucasus study in the preparation of the country analysis of **Georgia** (hereinafter referred to as "scientific work").

Art. 1 Duties and Services of IDFI

- 1.1 IDFI agrees, working in close coordination and cooperation with the author of the South Caucasus study, to support the latter in the preparation of the scientific work (i.e. the country analysis of Georgia), e.g. with research, the collection of content-relevant materials, the selection of interview partners in Georgia and the conduct of interviews. The scientific work is dedicated to the analysis of the development of the rule of law against the background of the fight against corruption and the handling of organized crime in Georgia. After Michael Saakashvili and his party "United National Movement" took office in 2004, Georgia experienced a radical modernization in which corruption and organized crime were fought. How sustainable is this development after the change of government in 2012? The scientific work provides answers, among other issues, to the question of which factors determine the success of the fight against corruption and which are responsible for the persistence of corrupt structures. As a result, the scientific work also provides recommendations to civil society actors and external donors for the strategic fight against corruption in a country-specific context.

Further details relating to key issues as well as the social, governmental and economic sectors to be examined and the materials to be used are set forth in the **Annex**, which is an essential element of this contract.

The scientific work (i.e. the country analysis of Georgia) consists of two closely related parts. These are semi-structured interview templates for on-site research and the country report. The interviews serve both as a guideline and as a basis for drafting the country report. Answers to the interview questions can also form part of the country report. For the intended empirical evaluation and the subsequent comparison of all three country findings, however, it is necessary that the survey be completed to the extent possible. This can be done in the form of keywords; not all responses need to be formulated.

The length of the country report Georgia is 30-40 pages (approx. 2,500 characters incl. spaces/page). The results of the interviews and researches carried out IDFI sends via e-mail as Word documents, if necessary with corresponding graphics, directly to the author of the South Caucasus study and a copy to the Foundation (here: responsible Miriam Kosmehl).

- 1.2 IDFI shall perform its duties and services by its own staff. Third parties may only be enlisted to perform the duties and services to be provided by IDFI if the Foundation gives its express consent thereto. IDFI shall be liable for the conduct of such persons in the same manner as for its own conduct. Any additional expenses arising as a result of the enlistment of such parties shall not give rise to any remuneration by the Foundation beyond that agreed to be paid to IDFI.

Art. 2 Time Frame for the Agreed Performance

- 2.1 IDFI shall be in continuous consultation and cooperation with the author of the South Caucasus study. The Contractor shall deliver its contribution to the country analysis of Georgia to the author of the South Caucasus study and the Foundation by October 20, 2019 at the latest.
- 2.2 The date stated in Art. 2.1 shall be binding on both parties. Should IDFI fail to provide its contractual performance in good time, completely and in the contractually agreed manner, the Foundation may allow IDFI an additional period of two weeks to provide, complete or remedy its performance. Should this additional period elapse without proper performance being provided, the Foundation is entitled to refuse to accept the performance forthwith without prior notice. The Foundation has no obligation to accept part-performance. Should the additional period elapse without proper performance being provided, the Foundation is entitled to rectify the performance itself, instruct a third party to do so at IDFI's expense or reduce the remuneration appropriately forthwith without prior notice.
- 2.3 The foregoing shall be without prejudice to the right to claim for compensation as a result of failure to meet deadlines.

Art. 3 Remuneration

- 3.1 In return for its contractually agreed performance, IDFI shall be entitled to a fixed remuneration in an amount of Euro 2.000 (net), payable after submission of its contribution to the country analysis of Georgia and acceptance by the Foundation.

The Foundation will pay German VAT in addition to the German Tax Office. IDFI is responsible for any applicable taxes in its home country.

- 3.2 IDFI shall submit a **net-invoice for the payment to the aforesaid date showing the contract number VNR-11442**. The payment can be withheld until submission of a proper invoice.

The value added tax identification number of the Foundation is: DE 126 76 80 30. The invoice shows only the above mentioned net amount with the addition „reverse charge“.

- 3.3 IDFI shall have no claim to reimbursement of the customary costs incurred by it in the ordinary course of its business. Should trips become necessary – these require prior written agreement (by e-mail) with the Foundation – IDFI shall organise its trips itself. Upon completion of the trips, travel expenses incurred by IDFI will be reimbursed upon presentation of the receipts as follows: car: 0.30 €/km; flight: economy, rail: 2nd class tickets, hotel: max. 80 €/night.

Art. 4 Warranties and Undertakings

- 4.1 IDFI shall be liable for ensuring that no rights of third parties, in particular copyright or rights of personality, are infringed through its activity. IDFI shall also be liable for ensuring that it is granted rights in the scope set forth in Art. 5 hereof by any other person working on the project as well as the right to reassign said rights to the Foundation. If so requested by the Foundation, the Contractor shall provide evidence of comprehensive rights of utilization having been granted by third parties and assure that it has obtained all necessary agreements of the interview partners (regarding the rights set forth in Art. 5). IDFI shall indemnify the Foundation against all claims of third parties asserted in conflict with the foregoing and shall also bear the costs of the necessary legal defense.
- 4.2 IDFI undertakes to treat as confidential all trade or business secrets as may come to its knowledge in the course of its contractual activity, whereby trade or business secrets shall mean all information which is not available to the general public. Publications relating to the activity and its results - even if presented in anonymized form - shall require the prior written consent of the Foundation. IDFI will commit its staff accordingly.

Art. 5 Right of Publication and Rights of Utilization

- 5.1 IDFI hereby grants the Foundation all rights of utilization and exploitation (by itself and/or through third parties) of the scientific work (i.e. the country analysis of Georgia) and any parts thereof without restriction as to place, time or content. The Foundation may in particular, either by itself or through third parties, utilize and exploit the scientific work and any parts thereof and either in modified or unmodified form
- in any number of copies and in any get-up, including also in the form or part-volumes or extracts or summaries, in any printed form and any electronic form, and in particular also in multimedia form,
 - in works created on the basis of the scientific work, in all versions
 - alone or in other works

in an unlimited number of copies and issues, worldwide and in all languages. The Foundation is entitled to make the work or its parts publicly available also via Internet (including download) or as e-book/in connection with e-books.

- 5.2 IDFI therefore grants the Foundation the following exclusive and assignable rights of utilization, which right shall be without restriction as to place, time or content, including in each case the right of modification, supplementation, abbreviation, summarization (in particular abstracts) as well as of translation and other processing, whether in whole or in smaller or larger part as well as in other works:
- the book right, i.e. the right of reproduction and dissemination of the works and any parts thereof in any form of book or booklet in any number of copies and issues, including also in modified versions as well as in special editions such as paperback, soft cover and hard cover editions and in all types of get-up as well as through all channels of distribution including distance learning courses and special markets of all kinds;

- the right of reproduction, i.e. the right to print (preprint or reprint) the works in whole or any parts thereof or versions based on them in periodical or non-periodical publications (on paper and electronic data carriers and online), including also for advertising purposes;
 - the data carrier right, i.e. the right of reproduction and dissemination of the works and any parts thereof or versions based on them on analog and digital audio, visual, audiovisual and other data carriers of any kind such as, but not limited to, audio cassettes, CDs, data discs, electronic books, CD-ROMs, CDIs, CD-TVs, DVDs, DVD-ROMs and other derivatives of the CD format;
 - the database or online right, i.e. the right of electronic recording, storage and processing of the modified (e.g. abstracts) or unmodified works and any parts thereof and of transmission from or in dialog with databases, including also via websites, for intangible reproduction and for download to computers, in particular PCs or electronic books, e.g. rocket books, of private, commercial and public end-users and of printout of paper copies by such users, especially within the context of online services, portals, applications for smartphones or tablet-computers, e-learning (online learning programs) and web-based training and such like, and of production of individually compiles books in any paper or data carrier form (print on demand);
 - the right of recitation and public presentation, i.e. the right to present the works or any parts thereof for public hearing through personal performance or with the aid of technical equipment;
 - the right of broadcast, i.e. the right to process and exploit the works on radio and television, including the right of reproduction;
 - the right of making available to the public, i.e. the right to make the works and their parts publicly available by wire or wireless means in such a way that members of the public may access them from a place and at a time individually chosen by them.
- 5.3 The parties expressly agree that the Foundation is granted the right to make the works covered by this contract available to the public as open content, i.e. under creative common license.
- 5.4 The Foundation is especially authorized to supply the work – edited and unedited – to library-databases and other archives, which are permitted to make the work available to the public (against payment or free of charge).
- 5.5 Furthermore the Foundation is granted the right to demand payment for the utilization and exploitation of the works or any parts thereof by third parties.
- 5.6 In addition, IDFI shall grant to the Foundation the exclusive and transferable rights free from any restrictions as to geographical area, time, or contents to any types of use unknown at the date of the Agreement. If the Foundation exploits these rights itself or through third parties, IDFI shall receive a reasonable remuneration the amount of which shall be agreed by the parties as soon as the Foundation intends to commence usage.
- 5.7 The rights are granted for the duration of the copyright when the rights come into effect.

- 5.8 It is assumed by the parties that the remuneration to be paid by the Foundation to IDFI pursuant to this Agreement already includes reasonable payment for the said rights of utilization and therefore no further payment is payable therefor.
- 5.9 IDFI shall have the right to be named.

Art. 6 Data protection

The parties hereto undertake in the performance of this Agreement to comply with all regulations of data protection law applicable to all parties or partners hereto and to impose a corresponding duty to comply with such regulations on their employees.

Where IDFI has access to personal data (particularly, data relating to the interview partners), it agrees to use such data for no purpose other than to perform the contractual services, to not surrender the data to third parties and to protect the stored data from access by third parties. IDFI declares and undertakes to comply with the data protection regulations under which the unauthorized collection, processing and use of personal data is prohibited. Pursuant to the GDPR (General Data Protection Regulation), IDFI is obliged to maintain data secrecy. This obligation shall be extended beyond the duration of the Contractor's work for the Foundation. The Contractor is aware that non-compliance with the obligation to maintain data secrecy may be punished by imprisonment or a fine.

After conclusion of this Contract, IDFI shall surrender to the Foundation any files containing personal data (including any copies thereof – even those stored on data carriers or in data processing systems) or destroy/delete them at the Foundations's request.

Art. 7 Final Provisions

- 7.1 This Agreement sets forth all the rights and duties of the parties. Amendments and additions hereto shall only be valid if agreed in writing; the same shall also apply to any waiver of the requirement of the written form. This Agreement contains the whole of the agreements made between the parties.
- 7.2 Should any of the provisions of this Agreement or any agreement concluded on the basis of this Agreement be or become invalid, the parties shall have a duty to replace such invalid provision without delay by an amending agreement which most nearly corresponds in sense and purpose to that intended by the invalid provision. If need be, the invalid provision shall be deemed replaced by such agreement. This Agreement as a whole shall nevertheless remain in full force and effect.
- 7.3 This Agreement shall be governed by the law of the Federal Republic of Germany. The place of performance and the legal venue for all disputes arising from and in connection with this Agreement shall be Gütersloh.
- 7.4 The Annex is an integral part of this Agreement. Should the provisions of the Annex contradict the provisions of the Art. 1 to 7 of this Agreement, the provisions of the Art. 1 to 7 of this Agreement precede.

Gütersloh,



Miriam Kosmehl
Bertelsmann Stiftung

Tbilisi,



Giorgi Kldiashvili
Institute for Development of Freedom of
Information



Annex
Content Guide

Annex: Content Guide

Evidence-based anti-corruption strategies in Georgia, Armenia and Azerbaijan

Key questions

How much is corruption (still) shaping society

In which way does corruption allow and prevent access to important resources

How legitimate and systemic are practices of corruption viewed?

How successful are anti-corruption measures in terms of enforcement, acceptance in society and the creation of alternative and new ways of accessing resources?

Sectors

Social systems: health care

Access to education (admission exams at universities)

Police (street policing/patrols)

Access to jobs in the public sector (administration, ministries)

Property acquisition (apartments, property)

Judiciary

Access to (public) contracts also for international companies, controls by authorities (fire protection, etc.)

Material

Laws

General statistics on the sectors

Studies

As far as existing, surveys (especially in Georgia)

Interview partners

Help in searching

Everyday questions as anecdotal evidence

What do I do if I:

go to the doctor

would like to have a place to study

want to buy an apartment, a property

B.K.

would like to have a workplace in the administration or ministries
deal with the police in traffic issues

Timeframe

The focus lies on developments since 2012

Georgia: 2012 change of power from UNM (Saakashvili) to „Georgian Dream“

Armenia: includes the last (and critical) republican years of government and change of power to Pashinyan

Azerbaijan: Consolidation of the power of President Alijev, as well as some publicity measures against corruption (citizen offices for issuing identity cards, etc.)

B.K.