

## GRANT AGREEMENT

BETWEEN:

**THE EUROPEAN FACT-CHECKING STANDARDS NETWORK**, a non profit association, registered in France with the number SIREN 924 327 323, with headquarters in 4 rue Belgrand 75020 Paris, hereinafter referred to as the EFCSN, duly represented by Clara Jiménez Cruz, as Chair of the EFCSN;

AND

Georgia's Reforms Associates

Non profit organisation

Registration number: 406077579

Address: Georgia, Tbilisi, Saburtalo District, Kostava Str., N75g, Apartment N40, hereinafter referred to as the Beneficiary,

represented for the purposes of signature of the Agreement by Paata Gaprindashvili, Director.

Which reciprocally accept and in good faith entered into this Grant Agreement governed by the following clauses:

### Article 1 – Object and duration

1. By this Agreement, the Parties establish the terms and conditions for granting the Project ELECTIONS 24 CHECK funded by Google Ireland Limited.
2. The EFCSN grants 20 700 € (twenty thousand seven hundred euros) for the execution of the Project as set out in Annexe I of this Agreement.
3. The Project will be implemented within 7 months, starting on 15/12/23 and finishing on 31/07/24.
4. Exceptionally, the EFCSN may authorise, when justifiable, the suspension of the Project or extension of the previously approved schedule, if requested by the BENEFICIARY.

### Article 2 – Payments and payment arrangements

1. The grant will be paid by the EFCSN to the BENEFICIARY by bank transfer in one instalment upon signature of the Agreement.
2. The EFCSN makes gross payments to the BENEFICIARY. Payments to the BENEFICIARY discharge the EFCSN from its payment obligation. The

BENEFICIARY will be responsible for all other required expenses for the correct performance of its duties agreed herein, namely but not limited to, other travel and living expenses, instruments and work supplies, insurance, and taxes.

3. All payments must be made to the BENEFICIARY bank account as indicated below:

Name of bank: JSC TBC Bank

Precise denomination of the account holder: Georgia's Reforms Associates

Full account number / IBAN code: GE51TB7796636180100005

BIC/SWIFT code: CHASDEFX

4. The applicable liability regime is limited joint and several liability with individual ceilings, whereby each beneficiary is liable up to the maximum grant amount allocated for its tasks within the Project.

### **Article 3 – Monitoring and evaluation**

1. The EFCSN monitors the progress of the Project through follow-up or control actions as well as the evaluation of the material execution and follow-up reports provided by the BENEFICIARY as described in Appendix A.
2. The BENEFICIARY accepts the grant and undertakes to use it in the Project and to:
  - a. appoint a person dedicated to the full development and monitoring of the Project;
  - b. perform all possible actions in view of the achievement of the objectives and targets set for the Project;
  - c. authorise and facilitate any actions to monitor and/or audit the implementation of the Project by the EFCSN or by an entity designated by it; and
  - d. Participate in a final closure meeting marking the end date of the Project, gathering EFCSN representatives and other stakeholders of the EE24 Projects funded by the EFCSN, with a presentation of the main results, outcomes, and lessons learned.
3. The BENEFICIARY will monitor the implementation of the actions resulting from the support object of this Agreement.
4. In accordance with the legislation in force on Data Protection, the BENEFICIARY adopts the necessary measures, as responsible for data processing, which allows the possibility of disclosure by the EFCSN of data (including images) collected during the performance of the object of this Agreement.

### **Article 4 – Communication of the Project, publications, and intellectual property**



1. From the date of signature of this Agreement, the BENEFICIARY undertakes to include the mention of the "European Fact-Checking Standards Network" in all means of communication of the Project's actions according to the guidelines and using graphic files provided by the EFCSN.
2. The BENEFICIARY undertakes to share with the EFCSN relevant documents and materials produced under the Project (including reports, publications, brochures/leaflets, pictures/photos, audio-visual, multimedia, etc.) for any use that the EFCSN may undertake under the scope of the Project.
3. The BENEFICIARY grants the EFCSN, a non-exclusive, transferrable, and royalty-free licence on all copyrighted material produced throughout the Project, for the purposes of enabling the EFCSN and its verified members to populate their web portal sites (and/or affiliated websites) with updated fact-checks, thematic situation reports, studies and media literacy material and within the limits set out in Article 9.1.
4. The BENEFICIARY agrees that any information or materials provided to Google Ireland Limited by the EFCSN in connection with the Project, including any Reports from the EFCSN, may be used by Google Ireland Limited and its Affiliates for: (i) assessing the ongoing compliance with the Contract between the EFCSN and Google Ireland Limited ("the Contract") and the completion of milestones in accordance with the Contract; (ii) performing any of Google Ireland Limited's rights and obligations under the Contract including publishing any Project Materials in full or in part; and (iii) internal reporting.

## **Article 5 – Communication between the Parties**

Unless otherwise specified, which shall be communicated to the other Parties, the communications between the Parties will be made to the postal addresses provided in the parties identification section above and the following email addresses:

contact@efcsn.com

paata0207@gmail.com

## **Article 6 – Modifications**

This Agreement may only be modified by means of a written document, signed by both Parties.

## **Article 7 – Confidentiality**



1. The Parties agree to maintain confidentiality about all information by any means obtained in the scope and during the execution of this agreement, during the duration of this agreement and for a period of 5 (five) years following the termination of this agreement.
2. The preceding paragraph shall not be applicable to information that:
  - a. is legitimately obtained from a third Party not bound by a commitment of confidentiality to any of the Parties;
  - b. is already known to a Party, before and outside the scope of the Project, as evidenced by their archives;
  - c. is already public knowledge at the time of receiving or becomes public knowledge, and there has been no breach of any of the Parties.
  - d. is independently developed by a Party, without the use of the other Party's confidential information;
  - e. is approved for release by prior written authorization of the disclosing Party.
  - f. Is required to be public as per the European Code of Standards for fact-checking organisations

## **Article 8 – Data Protection**

1. The personal data included in this Agreement (data of the signatories and contact details of each of the Parties) will be processed by the other Party for the purpose of managing the grant relationship, the bases of treatment being the legitimate interest of each of the Parties.
2. The personal data will be kept until the fulfilment of this relationship and including the prescription date of the potential damage responsibility arising from it.
3. After expiry, the data will be erased or, alternatively, anonymized.
4. The signatories are hereby informed of the following:
  - 4.1. The entities responsible for the processing of personal data are the Parties and the contact details of their respective Data Protection Officer or the unit responsible for it are the following:
    - 4.1.1. Contacts of the EFCSN: [contact@efcsn.com](mailto:contact@efcsn.com);
    - 4.1.2. Contacts of the person responsible for Data Protection of the BENEFCIARY: [v.kvaratskhelia@grassgroup.org](mailto:v.kvaratskhelia@grassgroup.org);
  - 4.2. They may contact the Parties regarding any issues related to the processing of data carried out in this context, as well as to the exercise of rights, through the contacts mentioned above, and may also make a complaint to the CNIL if they consider that there is a failure to comply with the legal provisions on data protection by the Parties.

## **Article 9 – Specific provisions for the processing of data related to the Project**



1. The EFCSN and the BENEFICIARY shall comply with all applicable Data Protection Laws in the processing of data for the purposes of the Project, which includes data set made available on the ELECTIONS 24 CHECK platform (the "Project's Data").
2. The EFCSN and the BENEFICIARY shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any contracted processor who may have access to the Project's Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Project's Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual's duties to the contracted processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
3. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the EFCSN and the BENEFICIARY shall implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
4. Taking into account the nature of the processing, the EFCSN and the BENEFICIARY shall assist themselves by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of their obligations, as reasonably understood by them, to respond to requests to exercise Data Subject rights under the Data Protection Laws.
5. The EFCSN and the BENEFICIARY shall promptly notify the EFCSN if it receives a request from a data subject under any Data Protection Law.
6. The EFCSN and the BENEFICIARY shall notify themselves without undue delay upon them becoming aware of a personal data breach affecting Project's Data, providing each other with sufficient information to allow the other party to meet any obligations to report or inform data subjects of the personal data breach under the Data Protection Laws. The EFCSN and the BENEFICIARY shall cooperate with each other and take reasonable commercial steps to assist in the investigation, mitigation and remediation of each such personal data breach.
7. Unless prior authorisation of the BENEFICIARY for the extension of the Project, the EFCSN shall promptly and in any event within 6 months of the date of cessation the Project, delete all copies of those Project's Data.
8. The EFCSN may not transfer or authorise the transfer of Project's Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the BENEFICIARY. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.
9. The EFCSN is obliged to keep the Project's Data obtained in the course of work strictly confidential, unless Project's Data which have to be made available for the



purposes of the Project. Accordingly, editorial secrecy must be maintained – even after resignation. Confidential information also includes any copies made thereof.

- 9.1. The EFCSN will only use the Project's Data to the extent necessary for the implementation of the Project. This includes the processing of Project's Data by users of the ELECTIONS 24 CHECK platform in accordance with the terms of use of the ELECTIONS 24 CHECK platform. Except for the purposes described in this Article, the EFCSN or its associates and service providers, will not test any products and items that contain Project's Data, which are not necessary for the implementation of the Project, without the consent of the BENEFICIARY.
- 9.2. Project's Data is and will remain the property of the BENEFICIARY or its affiliates or the third party who provided the BENEFICIARY Project's Data to the BENEFICIARY. Patents, copyrights, trademarks, know-how, software or other intellectual property rights are neither transferred nor licensed by this. The disclosure or transfer of BENEFICIARY Project's Data allows the EFCSN to licence rights concerning Project's Data, only for the purposes of the Project.
- 9.3. The EFCSN and the BENEFICIARY are informed that a breach of the confidentiality obligations of this Agreement may constitute a violation of the French law and EU Directive 2016/943 and could constitute a criminal offence under the French Code Pénal.
- 9.4. All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

## **Article 10 – Prevention of money laundering and terrorist financing**

The Parties undertake to exchange and collect all necessary information for the complete fulfilment of the obligations in terms of prevention of money laundering and financing of terrorism under this Agreement, in particular those provided for in Articles L561-1 and following of the Code monétaire et financier.

## **Article 11 – Ethics and Fight against harassment**

1. The BENEFICIARY guarantees that it complies with the Code of Standards of the EFCSN.
2. The BENEFICIARY guarantees that it promotes and adopts non-discriminatory behaviours, whether due to nationality, ethnicity, sex, age, physical disability,



religion, sexual orientation, opinion or political affiliation, condemning any form of harassment, verbal or physical humiliation and coercion or threat.

3. The BENEFICIARY must also have implemented, in legal terms, measures to prevent and combat any and all exploitation, abuse and/or sexual harassment behaviour.

## **Article 12 – Termination**

1. This Agreement enters into force as of the date of its signature and ends with full compliance with its purpose, which may be extended, by express agreement between the Parties, all without prejudice to the obligations that must last after that date.
2. This Agreement may terminate, at any time, by mutual agreement between the Parties, or by resolution, due to non-compliance, attributable to one of the Parties, of the obligations assumed therein, or for duly substantiated reasons.
3. The resolution for non-compliance attributable to one of the Parties, under the terms of the previous number, is made by registered letter with acknowledgement of receipt, at least 15 days prior to the date on which the effects of the resolution take effect.
4. The resolution for non-compliance attributable to the BENEFICIARY includes failure to deliver or failure to deliver in time with some or all of the work described in Appendix 1. The resolution for non-compliance has the consequence of returning the financing already paid by the EFCSN.

## **Article 13 – Law and jurisdiction**

1. This Grant Agreement is governed by French law.
2. The interpretation and resolution of any disputes that may arise between the Parties should be settled by extrajudicial means of conflict resolution, which may include mediation, arbitration or other procedures as may be agreed between the Parties.
3. Before opting for court proceedings for the settlement of any disputes, the Parties agree to determine the most expeditious and inexpensive procedures they may take to resolve the dispute in question.
4. If it is impossible to resolve any disputes under the terms of the previous number, the civil court of Paris shall have jurisdiction with express waiver of any other.

## **Article 14 – Signature**


1. This Agreement shall be signed by means of a handwritten signature or qualified electronic signature (within the meaning of Regulation (EU) No 910/2014 – eIDAS Regulation), each version being considered an original document.
2. The Parties further agree to waive, in any proceedings arising out of or in connection with this Agreement, any right of challenge that they may have had based on the signature of this Agreement by means of electronic signature.



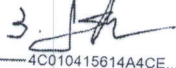
Paris,

Date of signature: 27 de diciembre de 2023 | 10:52 CET

THE EFCSN

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THE BENEFICIARY

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## Appendix I – Project description & timeline

### 1. Project description

<b>Detailed Project Description:</b>	<p>With support from Google News Initiative ("GNI"), Partner ("EFCSN") will coordinate and enable a collaboration among its European fact-checking member organisations ahead of the European elections in 2024. ELECTIONS 24 CHECK (the "Project") aims to increase cross-country collaboration in detecting and debunking European election related disinformation across Europe while promoting access to verified information for European citizens so that they can make informed voting decisions. EFCSN will provide six months of funding to 40+ participating EFCSN verified members in order for each to execute the following Project activities:</p> <ul style="list-style-type: none"> <li>- Project set up and internal coordination</li> <li>- Daily recollection of relevant data associated to published fact-checks</li> <li>- Contribution of the relevant data to the database</li> <li>- Editorial overlook of the database for trends and efficiency</li> <li>- Reporting on narratives from the available data</li> </ul> <p>The primary outcomes for the Project are:</p> <ol style="list-style-type: none"> <li>1. Enhanced electoral integrity: EFCSN members will engage in transnational collaboration to identify and fact-check electoral disinformation narratives related to the elections, ensuring the highest methodological, ethical, and editorial standards. This will enable the reporting and investigation of such narratives, contributing to improved electoral integrity in their respective countries.</li> <li>2. Improving public access to reliable information: The creation of a user-friendly website will provide free and open access to all fact-checks published by EFCSN members. This platform will empower citizens to access accurate information, helping counteract the spread of disinformation during electoral events.</li> <li>3. Developing a valuable disinformation research resource: The establishment of a comprehensive dataset of disinformation will serve as a valuable resource for researchers and institutions. This dataset (including Reports and a database) will enable evidence-based interventions and policy recommendations to combat electoral disinformation and contribute to a more informed electorate.</li> </ol> <p>Beneficiaries will complete the following work for the Project:</p>
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	<ol style="list-style-type: none"> <li>1. Training <ol style="list-style-type: none"> <li>a. Take part in training delivered by the EFCSN on the use of the tools for the project and usage of Claim Review schema. The Claim Review schema is a standard tagging system that fact-checkers can use to identify their articles for search engines and social media platforms such as Google Search or Google News.</li> </ol> </li> <li>2. Contribution of fact-checks: <ol style="list-style-type: none"> <li>a. To contribute every fact-checked developed related to European election topics (politics, migration, climate, security,...) to the dataset in a timely and formal manner.</li> <li>b. To ensure the correct contribution to the different datafields relevant to the database.</li> <li>c. To contribute every fact-checked developed related to European election topics to ClaimReview.</li> <li>d. To make available those fact-checks to other members of the EFCSN for republishing purposes for free, always acknowledging the byline of the partner to its preference, whenever agreed by the contributing organisation.</li> </ol> </li> <li>3. Monitoring &amp; Reporting <ol style="list-style-type: none"> <li>a. To collect data that will be provided on a bimonthly basis to the EFCSN via survey on: <ol style="list-style-type: none"> <li>i. Number of fact-check articles contributed</li> <li>ii. Number of reports on crosscountry disinformation narratives developed using the database.</li> <li>iii. Number of videos produced in relation to the project</li> <li>iv. Any other relevant information considered as impact generated by the project</li> </ol> </li> </ol> </li> <li>4. Communication and outreach: <ol style="list-style-type: none"> <li>a. To publish a press article featuring the ELECTIONS 24 CHECK project when launching.</li> <li>b. To add at the end of fact-checks and prebunk articles related to European election topics and the reports on narratives that derive from the database an agreed paragraph linking to the project website along the lines of: "This article is part of a collaborative project of over 50 organisations lead by the European Fact-Checking Standards Network to combat disinformation about the 2024 European Election. You can learn more at elections24.efcsn.com", or, in case this commitment could not be implemented fully or in part, to make publicly available a statement on the fact-checker's website containing information equivalent as in the aforementioned statement and made accessible from the main page for the duration of the project.</li> <li>c. To participate in panels, conferences and interviews upon EFCSN request to grow the impact of the project.</li> </ol> </li> </ol>
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## 2. Timeline

- January 2024: set up the enhanced Claim Review-based API in collaboration with the EFCSN
- January 2024: Send data set to the ELECTIONS 24 CHECK platform via the API
- February 2024: opening of the ELECTIONS 24 CHECK platform



- July 2024: End of the ELECTION 24 CHECK project
- July 2025: End of the exploitation of the EFCSN of the database under this agreement