

Partnership Agreement

This contract in the framework of the EU-project
NDICI-GEO-NEAR/2024/458-019
“GUARDIAN – Georgia’s United Action for Resisting Disinformation, Interference and Adversarial
Networks” is defining the relations between:

Civil Society Foundation (CSF) NNLE
Registration number 4046857556

Represented by
Ketevan Khutsishvili
Executive Director
Chovelidze str. # 4a
Tbilisi
Georgia

In the following: Contractor

and

Georgia’s Reforms Associates (GRASS)

Registration Number:
406077579

Represented by
Paata Gapindashvili
Director

75g Kostava str., Apt. №40
0171 Tbilisi, Georgia

In the following: Partner

§ 1 Basic Principles and Responsibilities

1. The partnership is created for the sole purpose to implement the activities which are described in the project proposal of the European Union’s Grant Contract (EU) **NDICI-GEO-NEAR/2024/458-019**.
2. The Grant Contract including all its annexes is constituent of this Partnership Agreement and annexed to it (Annex A.1 – Grant application form - Concept note, including all annexes).
3. The project will be implemented according to the conditions agreed on in the above-mentioned contract between the EU and the Contractor, where both partners are mentioned as beneficiaries.
4. The project starts on **15.01.2025** and the implementation period according to the above-mentioned Grant Contract between EU and the Contractor is **24 (Twenty-four) months**. All project activities have to be implemented and completed in this timeframe.
5. **General tasks of Contractor (Civil Society Foundation (CSF)) during the course of the project:**
 - a. General coordination of the project;
 - b. Communication with and the submission of narrative and financial reports to the European Delegation in Georgia (inception, interim and final), additional reports if requested by the EU Delegation;
 - c. Overall financial management, cash flow, accountancy and budgetary control;
 - d. Communication, coordination and visibility of overall project implementation;
 - e. Monitoring of the time schedule and the achievement of expected results - quality control of project outputs;
 - f. Preparation of all documents for the interim and final evaluations;

- g. Management of relations with the target groups, final beneficiaries and other stakeholders in cooperation with the partners;
- h. Organizing and chairing the management board of the project.

6. General Tasks of the partner during the course of the project

- a. Implement project activities in accordance with the project activity plan and budget, in coordination with the CSF Team Leader;
- b. Oversee and report on the implementation of activities specified in §2.5, including both narrative and financial reports, to the CSF;
- c. Prepare comprehensive project documentation for each activity outlined in §2.5.
- d. Define rules and administrative procedures regarding eligibility criteria, target groups, eligible activities, and costs, within the framework stipulated in the Grant Contract (Annex A), and in collaboration with the CSF Team Leader.
- e. Identify and attract participants for various activities;
- f. Identify and contract short-term experts in coordination with the CSF Team Leader;
- g. Support the internal and external monitoring and evaluation efforts;
- h. Communicate and coordinate the overall project implementation with the CSF Team Leader;
- i. Participate in project's management board meetings;
- j. Notify the CSF Team Leader of any problems/situations that may arise;
- k. Ensure the visibility of the project.

§ 2 Activities

1. Both, the contractor and the partner hereby agree to take over responsibility in the framework of the project for the activities listed in the annex A.
2. The partner is coordinating all activities before the actual implementation with the CSF Team Leader. Smaller changes in the project activities during the course of the project are to be discussed during regular meetings/ telephone conferences with the CSF Team Leader. Changes on a bigger scale have to be communicated beforehand, and, depending on the scale, will also need to be approved by the European Delegation in Georgia. In any urgent cases, the Contractor/CSF Team Leader always has to be informed.
3. The timetable of implementation of activities is part of this contract (see Annex A). In case of necessary changes of timeframe or budget, the CSF Team Leader has to be informed immediately, and the changes can only be implemented after approval.
4. For the fulfilment of the obligations in the project, the partner is receiving advances as per project budget for activity related costs as well as infrastructure costs and salaries/honoraria for project staff/experts. The partner is obliged to deliver a proper documentation of the expenses occurred.
5. The partner bears the lead responsibility for the organisation of the following activities as presented in the Grant Contract (Annex A):

Activity 1.1 – Development of a FIMI toolbox and a joint repository

Activity 1.3 – Continuous media monitoring

Activity 1.6 – Developing the response framework

Activity 1.7 – Annual FIMI reports and quarterly monitoring reports

Activity 2.3 – Building awareness on EU regulatory policy solutions

Activity 2.4 – Annual FIMI Conference

The partner is responsible to support the implementation of other activities as requested by the contractor and/or other partners.

6. Contracts with experts mobilised for the activities, as foreseen in the project proposal and the budget, are concluded by the partner on the basis of the Terms of Reference, CV and awarding protocols (if applicable). The maximum amount for payment to the experts is defined in the budget. The template for a contract in the context of an EU-funded project has to be used, adapted to the Georgian Labour Law, in case the expert is a resident of Georgia.

§ 3 Financing

The total budget for the aforementioned project amounts to €1,333,333.33 (one million three hundred thirty-three thousand three hundred thirty-three euros and thirty-three cents). Of this amount, 90% is funded by the European Union (EU), while the remaining 10% is contributed by the Civil Society Foundation (CSF) NNLE. The budget is distributed in accordance with the cost allocations outlined in the project's overall budget (see Annex A) and the partner-specific budget breakdowns (see Annex B). The maximum budget allocation for Georgia's Reforms Associates (GRASS) is € 220,552 (two hundred twenty thousand five hundred fifty-two euros), plus an additional € 15,438.64 (fifteen thousand four hundred thirty-eight euros and sixty-four cents) for overhead costs. Budget allocations for each partner will be regularly reviewed by the Team Leader in collaboration with the Project Lead Finance Manager and adjusted based on actual expenses.

1. All costs caused by the above-mentioned project will be claimed by the partner from the contractor by providing the latter with electronic version of the original invoices of all these costs; all original invoices are kept by the partner for an additional 5 (five) years after the final payment from the EU.
2. All invoices generated in the framework of the project should be made in the name of the project; a neutral project acronym will be agreed amongst the partners. In cases where the invoices are generated in the name of a physical person of the project team, an explanatory notice needs to be attached to the invoice.
3. The partner has to follow the outlined accountancy rules regarding awarding protocols and supporting documents as discussed in the inception workshop and has to submit all requested supporting documents to project office.
4. Travel and accommodation for members of the project team are covered by the respective activity budgets of the project. The EU rules and conditions apply, respecting the maximum amounts defined in the project budget.
5. The full sum of any eventual claw back which the EU might request from the contractor will be claimed to the partner, if the partner spent the money in a way which the contractor has not approved and which is against the rules laid down in the General Conditions of the Grant Contract (see Annex A).
6. In case the partner withdraws his participation in the project before the project has been completed, all payments and disbursements of expenditures shall be stopped immediately.
7. Advance payments shall be provided from the contractor to the partners based on the activity and cash flow planning agreed with the CSF Team Leader.
8. The costs of an activity may deviate up to and not exceed 10 % of the planned expenses without approval of the CSF Team Leader. However, the overall expenses of all activities cannot exceed the total budget of the project.
9. The partner will provide all project-related invoices to the Project Lead Finance Manager **for one month until the 10th day of the following month**. If the partner is for any reason not able to provide the above-mentioned documents until this date, he will inform the CSF Team Leader and the Project Lead Finance Manager as soon as possible about the reasons.

§ 4 Reporting

1. The partner provides the contractor with regular activity reports defined in the application and the monitoring plan of the project.
2. The partner submits a monthly financial report to the Project Lead Finance Manager and the project accountant until the 10th day of the month that follows the month of reporting. If the partner is for any reason not able to provide the above-mentioned documents until this date, he will inform the CSF Team Leader and the Project Lead Finance Manager as soon as possible about the reasons.
3. When preparing the annual narrative and financial reports, the contractor can urge the partner to provide the needed information sooner, but not prior than 45 days before the EU official submission date.
4. The official reporting (i.e. interim and final narrative and financial reports) will be finalized and submitted by the Contractor and according to the EU General Conditions, which are part of the Grant Contract (see Annex A).

§ 5 Duty to Furnish Information

1. The partner provides the Contractor immediately with all the information that the latter is requesting and that are related to the implementation of the project.
2. In case of a financial or operative inspection by the European Union or another third party assigned by the EU, the partner agrees to cooperate with the Contractor to that effect that the latter will have all necessary documents at his disposal for the timeframe of the Grant Contract and an additional 5 (five) years after the final payment of the EU. This agreement does also apply at an eventual ad hoc inspection of documents.
3. The Contractor agrees to involve the partner in the project communication and to inform him at any time about the proceeding of the project.
4. The Contractor provides the partner with copies of all his official technical and financial reports to the European Union, related to this project.

§ 6 Liability

1. Each party to the contract is releasing the other party to the contract from all liability for damages which have been caused to it or to one of its employees by implementing this contract, as long as the damages are not caused by gross negligence or proven deliberateness of one of the parties or one of its employees.
2. The partner is indemnifying the European Union and the contractor and their employees from all claims of third parties including the employees working on the project, which are caused by conforming to this contract, as long as these damages are not caused by gross negligence or proven deliberateness of the European Union and the contractor or any of their employees.

§ 7 Abrogation

1. The Contractor can abrogate the contract if the partner does not fulfil one of the duties on which he agreed in the Partnership Agreement, provided that the non-compliance is not based on force majeure and that the partner did not comply with his duties within one month after receiving a registered warning letter from the contractor.
2. In case of force majeure, the partner informs the Contractor immediately of all events which could affect the compliance with this contract and provides him with all the necessary information.
3. The partner can abrogate the contract with two-month notice, if the Contractor does not comply with any of the duties, he agreed on in this Partnership Agreement or if he places demands which run contrary to the contract.
4. During the two-month cancellation period both parties are trying to find an amicable solution, which would enable the resumption of the contractual duties.
5. The Partnership Agreement continues to be in effect until all duties of both parties towards the European Union have been fulfilled and until all payment transactions by and to the European Union and both contract parties have been fulfilled, so that all bank accounts, which have been opened for the project, can be closed.
6. This Partnership Agreement will be considered invalid in case of a premature abrogation of the contract between the European Union and the Contractor.

§ 8 Jurisdiction

1. The place of jurisdiction is Georgia.

§ 9 Safeguarding Clause

1. In case one or several of the terms of this Partnership Agreement are or will be invalid or illegitimate, the validity of the other terms of this Partnership Agreement will not be affected. The two parties agree that in this case the invalid term will be replaced by a valid one, on which the parties would have agreed earlier on, if they would have been aware of the invalidity of the relevant term.

§ 10 Others

1. All changes and additions to this Partnership Agreement have to be added in writing and have to be signed by both parties.
2. All previous agreements on the above-mentioned project between the two parties lose validity with the signing of this Partnership Agreement.
3. This Partnership Agreement is engrossed in two originals, one original for the Contractor and one for the partner.

Tbilisi,

Ketevan Khutsishvili
Executive Director

Contractor
CSF

14 January 2025

Tbilisi

Tbilisi,

Paata Gapindadshvili
Director

Partner
Georgia's Reforms Associates (GRASS)
14 January 2025

Annexes:

Annex A: Grant Contract NDICI-GEO-NEAR/2024/458-019, including all annexes
Annex B: Budget Allocation to Georgia's Reforms Associates (GRASS)



the Action ¹	All Years				Year 1 ²			
	Unit ¹³	# of units (a)	Unit value (in EUR) (b)	Total Cost (in EUR) ¹⁴ (a)*(b)	Unit	# of units (a)	Unit value (in EUR) (b)	Total Cost (in EUR) (a)*(b)
Costs								
Personnel								
Gross salaries including social security charges and other related costs:								
Administrative								
Administrative staff (GRASS (50% FTE))	Per month	48.00	1 000.00	48 000	Per month	24.00	1 000.00	24 000
Analyst (GRASS (50% FTE))	Per month	12.00	1 400.00	16 800	Per month	6.00	1 400.00	8 400
Analyst (GRASS (50% FTE))	Per month	36	1 100.00	39 600	Per month	18.00	1 100.00	19 800
Operational								
Administrative/support staff	Per month	12	2 600.00	31 200	Per month	6.00	2 600.00	15 600
Manager (GRASS (50% FTE))	Per month	12	2 200.00	26 400	Per month	6.00	2 200.00	13 200
Coordinator (GRASS (50% FTE))	Per month	6	1 800.00	10 800	Per month	3.00	1 800.00	5 400
Team manager (GRASS (25% FTE))	Per month				Per month			
Gross amounts and social sec charges and other related costs:								
Travel								
Travel for mission/travel								
Travel for mission/travel	Per diem	13	214.00	2 782	Per diem	13.00	214.00	2 782
Travel for mission/travel				175 582				89 182
Transportation								
Transportation	Per roundtrip flight	5	700.00	3 500	Per roundtrip flight	2.00	700.00	1 400
Transportation				3 500				1 400
Equipment and supplies								
Equipment and supplies	Per set	4	1 250.00	5 000	Per set	2.00	1 250.00	2 500
Equipment and supplies				5 000				2 500
Equipment and supplies	Per item	1	750.00	750	Per item	1.00	750.00	750
Equipment and supplies	Per item	2	250.00	500	Per item	1.00	250.00	250
Equipment and supplies				6 250				3 500
Other								
Other	Per month	5	2 000.00	10 000	Per month	2.50	2 000.00	5 000
Other	Per month	24	50.00	1 200	Per month	12.00	69.50	834
Other	Per month	5.04	857.14	4 320	Per month	2.52	857.14	2 160
Other				15 520				7 994
Other								
Other	Per report	2	2 250.00	4 500	Per report	1.00	2 250.00	2 250
Other				4 500				2 250
Other								
Other	Per page	210	16	3 360	Per page	105.00	16	1 680
Other	Per month	24	10	240	Per month	12.00	10	120
Other	Per month	24	167	4 008	Per month	12.00	247	2 959
Other	Lump sum	2	3000	6 000	Lump sum	1.00	3000	3 000
Other	Per hour	8	200	1 600	Per hour	4.00	200	800
Other				19 700				10 809
Other								
Other				220 552.00				112 884.61
Other								
Other				0				0
Other								
Other				220 552.00				112 884.61

(maximum 7% of 7, subtotal of direct eligible costs of the Action)			15 439		7 902
the costs of the Action, excluding reserve and volunteers' work			235 990,64		120 786,53
for contingency reserve (maximum 5% of 7, subtotal of direct eligible costs of the Action)					
work	Per day			Per day	
the costs (9+10)			235 990,64		120 786,53
ions in kind					
pted costs of the Action (11+12)			235 990,64		120 787