

PROJECT SUB-GRANT AGREEMENT-012024

Art. I

Contracting Parties

Name: The Media Development Foundation ("MDF")
Address: 34/36 Kobuleti str. Entrance I, Floor 4, Apartment # 5, 0179. Tbilisi, Georgia
Reg. No.: 204553937
Executive Director: Tamar Kintsurashvili
Telephone: +995 577 447277
E-mail address: tamarmdf@gmail.com
(Hereinafter the "Organization")

And

Name: Fundación Maldita.es contra la desinformación: periodismo, educación, investigación y datos en nuevos formatos .
Address: Avenida del Manzanares, 196, Local 2, 28026, Madrid, Spain
President: Clara Jiménez Cruz
Telephone: 434-989-3532
E-mail address: sallan@maldita.es
(Hereinafter the "Collaborator(Sub Grant Recipient)", the Organization and the Collaborator hereinafter collectively as the "Parties")

Art. II

Purpose of the Agreement

1. The Organization participates in the Project the "**Media Literate Schools for a Resilient Georgian Society**" (hereinafter the "Project").
2. The Collaborator has expertise that is useful to the Project and is willing to provide it to the Organization for the means of completing the Project.
3. The Organization (MDF) has a leading role in the Project. Parties are willing to participate in the project activities and provide agreed inputs.
4. The purpose of this Agreement is to specify the conditions under which the Organization and the Collaborator will cooperate in the implementation of the Project.

Art. III

Rights and obligations of the Contracting parties

1. The Organization will provide the Collaborator for the duration of the Project, the information, support, and conditions necessary for its cooperation within the Project.
2. **The Collaborator will remotely (online) provide expertise in the process of curricula development and graphic design. Also, MIL expert/trainer representative of the Collaborator will conduct media literacy training at the summer camp in Georgia.**
3. **Collaborator's Bank details:**
NAME OF FINANCIAL INSTITUTION: Banco Santander S.A.
Account Holder: FUNDACION MALDITA.ES CONTRA LA DESINFORMACION PERIODISMO EDUCACION INVESTIGACION Y DATOS EN NUEVOS FORMATOS
IBAN code: ES6400492666722214560384
BIC/SWIFT code: BSCHESTM
4. The total contract amount will be: 20,146 GEL; Break Down of total expenses:

Honoraria for Graphic Design is 4280 GEL

Honoraria for curriculum development - 4708 GEL (428 GEL x 11 Hours)

Mil Trainer/Expert honoraria- 7276 GEL (428 GEL x 17 Hours)

Round trip Travel of Expert (Spain-Georgia-Spain)- 2000 GEL

Per Diem for Expert -1368 GEL (228 GEL x 6 days)

Hotel Accomodation for Expert in Tbilisi- 514 GEL (257 GEL * 2 Nights)

5. Payment and financial reporting.

The Collaborator will receive :

As the first instalment 8,988 GEL (Honoraria for Graphic Design and curriculum development) equivalent in EUR according to the exchange rate of the Organization's commercial bank on the specific day of payment - in June 2024 after the "Organization" has received the necessary funding from Delegation of the European Union to Georgia as the first Tranche;

As the Second instalment 3,882 GEL (round trip travel,per diem and hotel accommodation costs for the Expert/Trainer) equivalent in EUR according to the exchange rate of the "Organization"'s commercial bank on the specific day of payment- before the Trainer/Expert's flight to Georgia in July 2024 to conduct training at summer camp.

As the third instalment 7276 GEL (Mil Trainer/Expert honoraria) equivalent in EUR according to the exchange rate of the Organization's commercial bank on the specific day of payment- after the "Organization" has received the necessary funding from Delegation of the European Union to Georgia as the second Tranche;

The Collaborator shall submit the final financial report by December 31, 2024.

The financial report shall reflect the agreed budget. All expenses must be accounted for through original receipts stamped, dated and signed by the Partner's ExecutiveDirector/Managing Director or Head of Finance. In addition, the following points must be adhered to:

- a) Expenditure receipts/invoices must include the recipient, the reason for the payment, proof of payment and the date. In addition, the receipts must be clearly assignable to the project.
- b) All Expenses (honoraria , per diems ,flight costs, accommodation fees etc.) paid out must be documented by the recipient's signature or stamp.
- c) Receipts/invoices for accommodation/hotel must contain names of all guests paid for, as well as the duration of their stay.
- d) Collaborator shall send certified copies of invoices/receipts, accountancy file,means of verification and other supporting documents required by registered mail to the Otganization.

- e) All unused funds must be returned to the Organization after the final financial report has been approved

6. By signing this Agreement, the Collaborator agrees that the title to any and all outputs produced in the course of its activities with the Organization shall be transferred to the Organization's property with all related rights and consent to their dissemination.

Art. V

Final Provisions

1. This Agreement starts on **January 15, 2024 and ends on December 06, 2024.**
2. The Collaborator may terminate the Agreement with 30 days' notice.
3. If the Collaborator fails to comply with any of his obligations under this Agreement, the Organization may ask the Collaborator to comply with the Agreement. In case the Collaborator does not correct his breach of this Agreement within 15 days from such a notice, the Organization may terminate the Agreement with 15 days' notice.
4. This Agreement has been executed in two counterparts; each party hereto shall receive one counterpart.
5. This Agreement may be amended only by written amendments signed by the contracting parties.
6. This Agreement becomes effective upon being signed by both contracting parties.
7. If any provision of this Agreement is, becomes, or will become invalid or unenforceable, this shall not affect (to the maximum extent permitted by applicable law) the validity and enforceability of the remaining provisions of this Agreement. In such a case, the Contracting Parties will seek to replace the invalid or unenforceable provision with a valid and enforceable provision that will, to the extent possible, have the same and legally permissible meaning and effect as the intention of the provision it replaces.
8. The Parties agree that any provisions of the Civil Code that conflict with the content and / or purpose of this Agreement and whose application may be excluded, shall not apply to the relationship of the Parties established under this Agreement.
9. The Contracting Parties declare that they have become fully acquainted with this Agreement, that the Agreement has been signed freely and, as proof, have signed the Agreement.

In Tbilisi on January 1, 2024

Collaborator- Sub Grant Recipient
Clara Jiménez Cruz

Organization
Tamar Kintsurashvili