

Partnership Agreement

Quality media and conscious media consumption for resilient society – ConMeCo

Contract No.: NDICI-THE-NEAR/2022/438-669

(the "Agreement")

Deutsche Welle (DW)

Kurt-Schumacher-Str. 3, 53113 Bonn, Germany,

represented by Carsten von Nahmen, Managing Director DW Akademie,

and Barbara Massing, Managing Director of Business Administration,

hereinafter "DW" or the "Coordinator" -

and

Media Development Foundation (MDF)

34/36 Kobuleti St. Entrance I, Floor 4, Apartment #5, 0179 Tbilisi, Georgia

represented by Tamar Kintsurashvili, Executive Director

hereinafter the "Beneficiary"

(hereinafter the "Parties")

WHEREAS

DW stands for the values and principles of freedom, democracy, human rights, rule of law, social justice and cultural diversity. DW is committed to the rights set out in the United Nations Universal Declaration of Human Rights, the Council of Europe's European Convention on Human Rights and the 17 Sustainable Development Goals (SDGs) set out in the Agenda 2030. These values and principles are set out in concrete terms in the Deutsche Welle Act and in the „DW Declaration of Values“. The „DW Declaration of Values“ shall be made available to the Partner and serve as a frame of reference for the Partner in course of this cooperation.

WHEREAS

The Parties successfully submitted their Application (hereinafter "**Proposal**") to the EU Delegation to Georgia (hereinafter "EU") in order to implement activities within the framework of the funding instrument NDICI and shall now implement their project described in the respective contract and its addenda signed between DW and EU (hereinafter "Main Contract").

The European Commission provides the 94.12% financing to the project *Quality media and conscious media consumption for resilient society – ConMeCo* to the Parties.

WHEREAS

Each Party will have definite responsibilities due to their respective expertise

- **DW will be responsible for** the overall coordination, project management, reporting and monitoring and evaluation. Additionally DW is responsible for the implementation of the following activities:
 - o The overall coordination, project management, reporting and monitoring and evaluation. Additionally, DW is responsible for the implementation of the following activities:
 - o **A0.1:** Inception Workshop
 - o **A0.2:** Set up a project management committee and meeting
 - o **A0.3:** Project Launch
 - o **A1.1.3:** Design and production of user-friendly new and updated materials on media transparency and regulative frameworks
 - o **A1.1.1:** Support Research on media structures, transparency and regulations
 - o **A1.2.2:** Facilitate peer-to-peer support programme for journalists of local media
 - o **A1.2.3a:** Conduct 4-dimensional media safety training (Co-organizer)
 - o **A1.3.3:** Consolidation and update of existing MIL Curricula to current (Co-organizer)
- **The Beneficiary will be responsible for** the coordination, project management, reporting to DW and regular evaluation on the ground as well as for the implementation of the following activities:
 - o **A0.3:** Project Launch (co-organizer)
 - o **A1.1.1:** Research on media structures, transparency and regulations (Co-organizer)
 - o **A1.2.1** Setting up FSTP scheme to provide direct financial support to different local media
 - o **Act 1.3.1** Organise series of hackathons, game jams and development sprints
 - o **A 1.3.2** Support innovative ideas from A1.3.1, including budget support for development
 - o **A 1.3.3** Consolidation and update of existing MIL Curricula to current
 - o **A 1.3.4** Provision of MIL workshops and games
 - o **A 1.3.5** Organize simulation role plays on media regulation
 - o Monitoring and Evaluation as well as Reporting.
 - o Member of Steering Committee

The Parties have agreed as follows:

Article 1 – Purpose of the Agreement

- 1.1. Based on the Grant Contract *Quality media and conscious media consumption for resilient society – ConMeCo* Contract No.: NDICI-THE-NEAR/2022/438-669 (the “Main Contract”), including its Annexes, between the European Union (hereinafter referred to as the “Contracting Authority”) and the Parties, signed on 15.11.2022 (**Annex 1**), the purpose of this Agreement is the forwarding of the grant by the Contracting Authority to finance the implementation of the Parties’ activities within the action entitled “Name of Project” (hereinafter the “Project”).
- 1.2. The Coordinator shall forward the grant to the Beneficiary on the terms and conditions set out in the Main Contract, including its Annexes as well as in this Agreement and its Annexes, which the Beneficiary hereby declares that it has noted and accepted.
- 1.3. The Beneficiary accepts the forwarded grant and undertakes to be responsible for carrying out its activities as described in the “Description of the Action”, forming an integral part of Annex 1.

Article 2 – Implementation period of the Action

- 2.1. This Agreement shall enter into force on the date when the second of the two Parties signs.
- 2.2. The period of this Agreement and the period for implementing shall begin on 01.03.2023 and will end in accordance with the Main Contract on 31.08.2025.
- 2.3. Termination of the Agreement before the end of its period shall follow the respective regulations of the “General Conditions applicable to European Union-financed grant contracts for external actions” (the “General Conditions”).

Article 3 – Financing the Action

- 3.1. Subject to and in accordance with the grant awarded by the Contracting Authority under Article 3.2 of the Main Contract, the Coordinator undertakes to forward a maximum amount of **up to 166,540.00 EUR** to the Beneficiary as set out in the agreed distribution of the budget (**Annex 2**).
- 3.2. The final amount of the forwarded grant shall be determined in accordance with Articles 14 and 17 of the General Conditions.

Article 4 – Reporting and payment arrangements

- 4.1. Only upon each respective payment of the Contracting Authority to the Coordinator in accordance with Art. 4 of the Special Conditions and Article 15.1 of the General Conditions, the forwarding of these payments from the Coordinator to the Beneficiary shall be made as follows:

- a. Out of the initial pre-financing payment to be received from the Contracting Authority in accordance with the Main Contract, the Coordinator shall forward an amount of **33,308.00 EUR** to the Beneficiary. For the purposes of forwarding the initial pre-financing, the signed Agreement together with the request for funds (**Annex 3**) shall serve as a payment request.
- b. Following pre-financing payments shall be made by the Coordinator within 30 days upon receipt of quarterly requests for funds (Annex 3) from the Beneficiary following the below schedule. These payments shall be made subject to the payment by the Contracting Authority to the Coordinator in accordance with the Main Contract and after the complete and correct reporting on all previous instalments by the Beneficiary to the Coordinator. The Beneficiary submits requests for funds according to the project progress. The amounts and time periods reflected in the below schedule may be adjusted accordingly. Payment schedule is as follows:

Payments/Installments	Amount	Conditions for payment
First Payment- pre-financing	20% of the total amount of the pre-financing 33,308.00 EUR	After signature of the Agreement by both parties and the receipt of the pre-financing payment from the Contracting Authority
Quarterly pre-financing requests – for funds For project period 1 March – May 23 2 June-August 23 3 Sept – Nov 23 4 Dec – February 24 5 March – May 24 6 June-August 24 7 Sept – Nov 24 8 Dec – February 25 9 March – May 25 10 June-August 25	Depending on the project progress and the activities planned for the upcoming quarterly period	The quarterly pre-financing payments have to be requested by the Beneficiary upon submission of a request of funds accompanied by a budget breakdown for the upcoming period. The request of funds has to be submitted in the last month of the previous quarter. Payment of these installments can only be made if 70% of all pre-financing payments have been submitted.
Final Payment	3% of the contract amount will be made on a reimbursable basis, upon successful completion of the Project and receipt of all documentations, acceptable for the Coordinator, and for auditor.	30 days after the Contracting Authority has accepted all Beneficiary's costs as eligible and has made the final payment to the Coordinator.

4.2. The instalment(s) will be disbursed by the Coordinator as follows:

Payments shall be made by wire transfer to the Beneficiary's bank account:

Name of Account Holder: Media Development Foundation

Bank Account Number: GE72TB7969436180100008

SWIFT Code: TBCBGE22

Bank Name: JSC TBC Bank

Bank Address: Georgia, Tbilisi, Kote Marjanishvili St. 7

- 4.3. The final payment (3% of the total eligible costs of the Beneficiary) of up to 4.996,20 EUR shall be made after the complete and correct reporting on all instalments within 30 days after the Contracting Authority has accepted all Beneficiary's costs as eligible and has made the final payment to the Coordinator. The Beneficiary shall submit a final request for funds to the Coordinator (**Annex 3**).
- 4.4. The Beneficiary submits a Forecast Budget to the Coordinator according to the interim project reporting periods.
- 4.5. The Beneficiary is responsible to comply with the respective customs regulations, in particular with regard to foreign currency import and export.
- 4.6. The Beneficiary shall provide all scanned/stamped receipts to the Coordinator which are related to the financial reports and expenditure verifications. The Beneficiary shall submit the documents in a format compatible with EU requirements and following the guidelines specified in the **"Accounting Financial Guideline for Partner (2023)" (Annex 4)**.
- 4.7. At least 70% of the pre-financing payment received has to be justified as described above (Art. 4 (1)-(2)) before the following pre-financing payment can be released.
- 4.8. If the Agreement is terminated and/or if the Contracting Authority requests full or partial repayment of amounts unduly paid for the Action in accordance with the General Conditions, the Beneficiary shall repay the respective unduly received amounts to the Coordinator within 20 working days.
- 4.9. If the Contracting Authority determines that costs incurred by the Beneficiary are not eligible and requests repayment, the Beneficiary shall repay these non-eligible costs to the coordinator within 30 days.
- 4.10. In the event that the Beneficiary does not use the entire amount of its budget which has been transferred the exceeding amount will be offset with the final payment or in the event the amount is higher as the final payment, the Beneficiary shall refund this amount to the Coordinator 30 days after the final financial reporting has been sent to the Beneficiary.

Article 5 – Contact addresses and Communication

- 5.1. Any communication relating to this Agreement shall be in writing, state the number and title of the activities and be sent **by electronic means**, to the following addresses:

For the Coordinator

Payment requests and attached reports, including requests for changes to bank account arrangements and correspondence of any other nature shall be sent to:

Deutsche Welle, DW Akademie

For the attention of
Dr Katrin Wehry,
Head of Central Asia and Caucasus Program
Voltastraße 6, 13355 Berlin, Germany
Tel.: +493046468506
Email: Katrin.Wehry@dw.com

For the Beneficiary

Official requests referring to the partnership agreement shall be sent to:
Name of Beneficiary: Media Development Foundation
For the attention of Name / Function / Department: Tamar Kintsurashvili, Executive Director
Address: Georgia, Tbilisi, Pl. Ioseliani Str. 2, Apt. 13
Tel: +995 577 447 277
Email: tamar@mdfgeorgia.ge

- 5.2. The Coordinator shall be the only intermediary for all communications between the Parties and the Contracting Authority pursuant to Article 1.6 b) of the General Conditions,

Article 6 – Obligations to provide financial and narrative reports

- 6.1. With regard to the financial reports, the Beneficiary shall justify its costs towards pre-financing received to the Coordinator on a **bi-monthly** basis, starting from month 1 March 2023 by providing a detailed breakdown of expenditure in compliance with the attached WLVN Financial partner reporting file (**Annex 3**). This must be accompanied by a short narrative report detailing the implementation status of the activities in of the action, difficulties encountered. The narrative reports must be submitted to the Coordinator together with the bimonthly financial report on the **10th for the following month**.

The reporting schedule shall be set as follows:

Report Financial/Activity narrative	Period Covered	Submission Date
Months: 2023: 1) M2 April, 2) M4 June 3) M6 Aug 4) M8 Oct 5) M10 Dec Months 2024 6) M12 Feb 7) M14 April 8) M16 June 9) M18 Aug 10) M20 Oct 11) M21 Dec Months 2025 12) M22 Feb 13) M24 April 14) M26 June 15) M28 Aug	Months: 2023: M2 March - April, M4 May - June M6 July - Aug M8 Sep - Oct M10 Nov - Dec Months 2024 M12 Jan - Feb M14 March - April M16 May - June M18 July - Aug M20 Sep - Oct M21 Nov - Dec Months 2025 M22 Jan - Feb M24 March - April M26 May - June M28 July - Aug	On the 10 th of the following months

- 6.2. In compliance with Article 15.7 of the General Conditions, the detailed breakdown of expenditure shall provide the following information for each cost heading in the financial report and for all underlying entries and transactions: amount of the entry or transaction, accounting reference (e.g. ledger, journal or other relevant reference) description of the entry or transaction (detailing the nature of the expenditure) and reference to underlying documents (e.g. time-sheets, invoice number, salary slip, documentation on procurement procedures for implementation contracts referred to in Article 12 of this Agreement, or other relevant reference).
- 6.3. With regards to the narrative reports, the Beneficiary shall provide an activity progress report together with the bi-monthly financial reporting and shall secure that this information is only related to costs verified according to the above named sections 6.1 and 6.2.
- 6.4. For the final reporting towards the Contracting Authority, the Beneficiary shall submit all relevant information following the instructions and timeline provided by the Coordinator.
- 6.5. Relating to both, financial and narrative reports, the Coordinator may request additional information at any time. The Beneficiary shall provide this information within 5 working days of the request, in English for both, the narrative reports and the financial reports.
- 6.6. If the Beneficiary does not provide the requested and reasonably sufficient information for an expenditure which the Coordinator needs to obtain, verify and consolidate before passing it on to the Contracting Authority (Article 1.6 c) of the General Conditions), the

Coordinator may deduct the amount of such expenditure from the following forwarding of a pre-financing instalment to the Beneficiary.

Article 7 – Liability

- 7.1. The Coordinator cannot be held responsible for the Beneficiary's use and management of its share of the pre-financings. The Beneficiary shall be responsible for the financial monitoring of its share of the grant in accordance with this Agreement and the Main Contract. The same applies to the Coordinator, i.e. the Beneficiary cannot be held responsible for the Coordinator's use and management of its own share of the pre-financings received from the Contracting Authority. The Coordinator shall be responsible for the financial monitoring of its share of the grant in accordance with this Agreement and the Main Contract.
- 7.2. Except as provided under statute, the Coordinator cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Beneficiary while the Action is being carried out or as a consequence of the Action. The Coordinator cannot, therefore, accept any claim for compensation or increases in payment in connection with such damage or injury. The same applies to the Coordinator, i.e. the Beneficiary cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Coordinator while the Action is being carried out or as a consequence of the Action. The Beneficiary cannot, therefore, accept any claim for compensation or increases in payment in connection with such damage or injury.
- 7.3. Except as provided under statute, the Beneficiary shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the Action is being carried out or as a consequence of the Action. The Beneficiary shall discharge the Coordinator of all liability arising from any claim or action brought as a result of an infringement of rules or regulations by the Beneficiary or its employees or individuals for whom those employees are responsible, or as a result of violation of a third party's rights. For the purpose of this Article 7 employees of the Beneficiary shall be considered third parties. The same applies to the Coordinator, i.e. the Coordinator shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the Action is being carried out or as a consequence of the Action. The Coordinator shall discharge the Beneficiary of all liability arising from any claim or action brought as a result of an infringement of rules or regulations by the Coordinator or the Coordinator's employees or individuals for whom those employees are responsible, as a result of violation of a third party's rights. For the purpose of this Article 7 employees of the Coordinator shall be considered third parties.

Article 8 – Visibility

- 8.1. In particular, the Beneficiary shall mention the Action and the EU's financial contribution in information given to the final recipients of the Action, in its internal and annual reports, and in any dealings with the media. It shall display the EU emblem as well as the logos provided by the Coordinator. The Coordinator and the Beneficiary agree to comply with Article 6 "Visibility" of the General Conditions of the Main Contract and to apply the EU requirements Communicating and raising EU visibility: Guidance for external actions - 2022 (**Annex 5**).
- 8.2. Relating to visibility actions, the Beneficiary shall share visibility materials with the Coordinator at least three weeks before dissemination (e.g. publications, videos, press releases, use of quotes, as well as any materials displaying the logos of the Coordinator and the Contracting Authority), so the Coordinator is able to secure approval by the Contracting Authority whenever necessary.
- 8.3. Relating to visibility actions and products, the Coordinator may request additional information at any time if deemed necessary to consolidate reports to be submitted to the Contracting Authority. The Beneficiary shall provide this information within 10 working days of the request, in the language of the Agreement.
- 8.4. Any notice or publication by the Beneficiary concerning the Action, including those given at conferences or seminars, shall specify that the Action has received European Union funding. Any publication by the Beneficiary, in whatever form and by whatever medium, including the internet, shall include the following statement: ***"This document has been produced with the financial assistance of the European Union. The contents of this document are the sole responsibility of "MEDIA DEVELOPMENT FOUNDATION" and can under no circumstances be regarded as reflecting the position of the European Union."***

Article 9 – Ownership/Use of results and assets

- 9.1. With regards to ownership and the use of results, the Parties shall comply with Article 7 of the General Conditions.
- 9.2. If the Parties come the agreement that the purchased equipment cannot be transferred to the final beneficiary(ies) as foreseen in Article 7.5 of the General Conditions, the Parties shall agree at closing time of the project about other transfer modalities and agree the proposal with the Contracting Authority.
- 9.3. All the assets, equipment and inventory purchased using project funds shall be:
- used solely and exclusively for the project implementation
 - held safely and securely and protected from damage, theft, misappropriation, diversion or loss;
 - managed in accordance with any project-specific procedures notified to the partner;

- be identifiable by marking the purchased item with the internal serial asset number from the partner accountancy system, the Coordinator's inventory number and the information that the equipment has been funded by the European Union.
 - in no event may the end use jeopardize the sustainability of the action or result in a profit for the beneficiary(ies).
- 9.4. The Beneficiary shall keep an up-to-date asset register for all purchased equipment under the Project within its own accountancy. In addition, the Beneficiary shall enter the purchased equipment with a value of more than 150 EUR in the attached Coordinator's template (**Annex 6**). The shall submit the asset register with each bi-monthly report in which the purchased equipment was bought as well as for each interim and final financial report.
- 9.5. The Parties shall agree in writing and after the consultation with the contracting authority the next steps and any return of any assets and equipment in case of any suspension.

Article 10 – Implementation Contracts / Subcontracting

- 10.1. If the implementation of the action requires the Beneficiary to procure goods, works or services, it shall respect the contract-award rules and rules of nationality and origin set out in Annex A.4 of Main Contract.
- 10.2. To the extent relevant, the Beneficiary shall ensure that the conditions applicable to them under Articles 3, 4, 6 and 16 of the General Conditions of the Main Contract are also applicable to contractors awarded an implementation contract.
- 10.3. The Beneficiary shall provide in its report to the Coordinator a comprehensive and detailed report on the award and implementation of the contracts awarded under Article 10.1, in accordance with the reporting requirements in section 2 of Annex A.4 of the Main Contract.
- 10.4. The Beneficiary may subcontract tasks forming part of the action. If it does so, it must ensure that, in addition to the conditions specified in Article 10.1, 10.2 and 10.3, the following conditions are also complied with:
- subcontracting does not cover core tasks of the action;
 - recourse to subcontracting is justified because of the nature of the action and what is necessary for its implementation;
 - the estimated costs of the subcontracting are clearly identifiable in the estimated budget set out in Annex 2 of this Agreement.
- 10.5. Each sub-contract must be awarded to the most economically advantageous tender (i.e. the tender offering the best price-quality ratio), taking care to avoid any conflicts of interest. Supporting documents shall be kept to provide evidence of the accountability of the process according to the "Accounting Financial Guideline for Partner (2023)" (Annex 4).

Article 11 - Financial support to third parties

Financial support to third parties will be awarded by MDF within the framework of this Agreement according to the Grant Agreement (Annex 1) and the procedures agreed during the implementation phase.

Article 12 - Amendment of the Agreement

- 12.1. Any amendment to this Agreement, including the Annexes thereto, shall be set out and agreed by the Parties in writing. This Agreement can be modified only during its execution period.
- 12.2. With regards to the amendment of annexes of the Main Contract, the Parties shall comply with Article 9 of the General Conditions (Annex 1). If the Beneficiary intends to initiate such amendment, the Beneficiary shall inform the Coordinator without delay about changes needed to annexes of the Main Contract, at least 60 days prior to the envisaged effective date of such amendment.
- 12.4. In case of minor changes to the annexes of the Main Contract not affecting the main purpose of the project or leading to a budget variation of 25% or less of the budget headings integrated in the partner budget, the Beneficiary shall inform the Coordinator without delay about the changes, at least 30 days prior to the envisaged effective date of such change.
- 12.5. With regards to extension, suspension and termination, the Parties shall comply with Article 11 and Article 12 of the General Conditions. The Beneficiary shall inform the Coordinator without delay of any circumstances likely to hamper or delay the implementation of the Action.
- 12.6. In case the Coordinator decides to request an amendment of the Main Contract or the extension or suspension of the Action, the Beneficiary is required to provide all supporting evidence needed for its appraisal within 60 working days. The Coordinator reserves his right to proceed such a request as laid down in Article 2 of the Special Conditions in accordance to Article 9 of the General Conditions, if deemed necessary for the implementation of the Action and final expenditure verification.

Article 13 - Final Report

- 13.1. In compliance with Articles 14 and 15 of the General Conditions the Beneficiary shall in particular submit all necessary information referred to in Article 6.1 of this Agreement for the final report to the Coordinator no later than two months after the implementation period of the Main Contract in order to enable the Coordinator to submit the final report to the Contracting Authority in accordance with Article 15.2 of the General Conditions.
- 13.2. Within the timeframe to submit the final report to the Contracting Authority according to Article 15.2 of the General Conditions, the Coordinator shall initiate the expenditure

verification report in compliance with Article 15.7 of the General Conditions. The Beneficiary shall provide access to all information requested by the auditor carrying out the expenditure verification in accordance with the Main Contract.

Article 14 – Accounts and technical and financial checks

- 14.1. The Beneficiary shall keep accurate and regular accounts of the implementation of the Action using an appropriate accounting and double-entry book-keeping system.
- 14.2. The accounts:
 - may be an integrated part of or an adjunct to the Beneficiary's regular system;
 - shall comply with the accounting and bookkeeping policies and rules that apply in the country concerned;
 - shall enable income and expenditure relating to the Action to be easily traced, identified and verified.
- 14.3. The Beneficiary shall keep all records, accounting and supporting documents related to this Agreement for five years following the payment of the balance and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been disposed of. They shall be easily accessible and filed so as to facilitate their examination and the Beneficiary shall inform the Coordinator of their precise location.
- 14.4. The Beneficiary shall allow verifications to be carried out by the Coordinator, the EC, the European Anti-Fraud Office, the European Court of Auditors and any external auditor authorized by the Coordinator or the EC. The Beneficiary has to take all steps to facilitate their work. In addition, the Beneficiary shall allow verifications carried out by members of the German Federal Audit Office (Bundesrechnungshof).
- 14.5. The Beneficiary shall allow the above entities to:
 - access the sites and locations at which the Action is implemented,
 - examine its accounting and information systems, documents and databases concerning the technical and financial management of the Action,
 - take copies of documents,
 - carry out on the-spot-checks,
 - conduct a full audit on the basis of all accounting documents and any other document relevant to the financing of the Action.
- 14.6. Additionally, the European Anti-Fraud Office shall be allowed to carry out on-the-spot checks and inspections in accordance with the procedures laid down by the EC legislation for the protection of the financial interests of the EC against fraud and other irregularities. In case the findings of verifications carried out by the entities mentioned in Art. 8.4. lead to a recovery claim to the Coordinator as solely responsible towards the EC for the correct use of the total grant funds, the Coordinator reserves its right to claim repayment of the related costs through the Beneficiary within 90 working days.
- 14.7. Access given to agents of the Coordinator, EC, European Anti-Fraud Office and the European Court of Auditors or the German Federal Audit Office and to any external auditor authorized by the Coordinator carrying out verifications as provided for by this

Article shall be on the basis of confidentiality with respect to the Beneficiary and third parties, without prejudice to the obligations of public law to which they are subject.

Article 15 – Annexes

- 15.1. The following documents are annexed to this Agreement and form an integral part of the Agreement:
- **Annex 1:** Grant Contract “Informed Opinions for Better Decisions: Empowering Youth Voices” including its Annexes (Description of Action DoA, Budget, Logframe)
 - **Annex 2:** Excerpt of the Budget (23.05.2023)
 - **Annex 3:** WLVN Financial partner reporting file incl. Expenditure overview, monthly Detailed Breakdown of Expenditures (DBE), Request for funds template
 - **Annex 4:** Accounting Financial Guideline for Partner (2023)
 - **Annex 5:** Communicating and raising EU visibility: Guidance for external actions – 2018
- 15.2. In the event of conflict between the provisions of this Agreement and any Annex thereto, the Main Contract shall take precedence. In the event of a conflict between the provisions of the General Conditions and those of the other annexes of the Main Contract, those of the General Conditions shall take precedence.

Article 16 – Applicable law and dispute settlement

- 16.1. This Agreement shall be read and understood in the English language and governed by German law. The place of jurisdiction shall be Bonn, Germany.
- 16.2. The Parties shall do everything possible to settle amicable any dispute arising between them during the implementation of this Agreement. To that end, they shall communicate their positions and any solution that they consider possible in writing, and meet each other at either’s request. The Parties shall reply to a request sent for an amicable settlement within 30 days. Once this period has expired, or if the attempt to reach amicable settlement has produced an agreement within 120 days of the first request, the Coordinator or the Beneficiary may notify the other part that considers the procedure to have failed.
- 16.3. In the event of failure to reach an amicable agreement, the dispute may by common agreement of the Parties be submitted for conciliation by the Contracting Authority. If no settlement is reached within 120 days of the opening of the conciliation procedure, each Party may notify the other that it considers the procedure to have failed.
- 16.4. In the event of failure of the above procedures, the dispute shall go for arbitration. Any arbitration proceedings shall be in accordance with the rules of Conciliation Procedures of the International Chamber of Commerce. Arbitration Procedures shall be held in the Arbitration Court in Bonn, Germany. The arbitration language shall be English.

Article 17 – Code of Conduct

- 17.1. By signing this Agreement, the Beneficiary confirms to fully comply with the business integrity and ethics policy provisions of Article 4 of the General Conditions to the Main Contract.
- 17.2. Failure to comply with the aforementioned provisions is always deemed to be a breach of the contract under Article 12 of the General Conditions. In addition, failure to comply with the provision set out in the present Article can be qualified as grave professional misconduct that may lead either to suspension or termination of the Main Contract, without prejudice to the application of administrative sanctions, including exclusion from participation in future contract award procedures conducted by the Contracting Authority.

Done in English in **three** originals, two originals being for the Coordinator, and one original being for the Beneficiary

For the Coordinator

Bonn, 27. JULI 2023

  Akademie

Carsten von Nahmen
Managing Director DW Akademie

For the Beneficiary

Tbilisi,

 

Tamar Kintsurashvili
Executive Director



Barbara Massing
Managing Director of Business Administration

Partner: Media Development Foundation (MDF)
Project Titel: Quality media and conscious media consumption for resilient society – ConMeCo
Project Number/ Kostenträger: A-EUGE01

Country	Georgia
Contract Period	01.03.2023-31.08.2025
Date of Contract	
Kreditor	

Costs	All Years			
	Unit ¹³	# of units	Unit value (in EUR)	Total Cost (in EUR) ³
1. Budget for the Action¹				
1. Human Resources				
1.1 Salaries (gross salaries including social security charges and other related costs, local staff)⁴				
1.1.1 Technical				
1.1.1.2 MDF Project Manager (100%)	Per month	30,00	800,00	24.000,00
1.1.1.3 MDF Communication Manager (30%)	Per month	9,00	1.000,00	9.000,00
1.1.2 Administrative/ support staff				
1.1.2.2 MDF Project Coordinator (80%)	Per month	24,00	400,00	9.600,00
1.1.2.3 MDF Financial manager (20%)	Per month	6,00	1.500,00	9.000,00
1.3 Per diems for missions/travel⁵				
1.3.3 Seminar/conference participants				3.600,00
Subtotal Human Resources				55.200,00
2. Travel⁶				
2.2 Local transportation	Per month	1,00	3.500	3.500,00
Subtotal Travel				3.500,00
4. Project office¹⁴				
4.3 Consumables - office supplies				
4.3.2 Consumables MDF	Per month	30,00	50,00	1.500,00
Subtotal Project office				1.500,00
5. Other costs, services⁸				
5.2.1 Research A1.1.1 HRC and MDF		2,00	4.000,00	8.000,00
5.2.4 Online Publication: Financial Transparency Research (Mediameter)		1,00	3.000,00	3.000,00
2 times 4000 € for the research of financial transparency (year 1 + year 2)		2	4000	8000
5.6 Financial services (bank guarantee costs etc.)	per month	30,00	18,00	540,00
5.8. Visibility actions¹⁰				
5.8.1 Communication Service MDF	Per month	30,00	150,00	4.500,00
5.8.2 Materials and Promotional Items MIL activities	per workshop	40,00	250,00	10.000,00
f 20 persons attend per event T-shirts will cost 20*7€= 140 €	per person	800,00	7,00	5.600,00
Branded notebook cost 1,5€ *20 person= 30 €	per notebook	800,00	1,50	1.200,00
Recently, a single branded ceramic cup costed between 2€ and 3€	per item	800,00	3,00	2.400,00
Budget buffer	per item	800,00	1,00	800,00
Subtotal Other costs, services				26.040,00
6. Other				
6.1 FSTP				
6.1.2 FSTP awarded in the framework of hackathons		6,00	4.000,00	24.000,00
6.2 MIL Workshop and Games	per workshop	20,00	785,00	15.700,00
20 honoraria for trainers (20 * 450€)	per trainer	20,00	450,00	9.000,00
costs for mission travel (50 * 70€)	per trip	50,00	70,00	3.500,00
honoraria mobilization and outreach expert (10 * 60€ = 600€)	per day	10,00	60,00	600,00
catering for 20 events (20 * 130€ = 2600€)	per person	20,00	130,00	2.600,00
6.3 Simulation Roleplays	per workshop	20,00	530,00	10.600,00
20 honoraria for trainers (20 * 225€)	per trainer	20,00	225,00	4.500,00
costs for mission travel (50 * 70€)	per trip	50,00	70,00	3.500,00
catering for 20 events (20 * 130€ = 2600€)	per person	20,00	130,00	2.600,00
6.5 Hackathons	per event	2,00	15.000,00	30.000,00
4000€ hackathon management fee of partner		2,00	4.000,00	8.000,00
1500€ venue	per day	2,00	1.500,00	3.000,00
4800€ Catering	per person	2,00	4.800,00	9.600,00
200€ Social media costs at partner	per post	2,00	200,00	400,00
700€ printing costs,	per copy	2,00	700,00	1.400,00
1400 € event kit	per item	2,00	1.400,00	2.800,00
2400 € external mentors and jury	per expert	2,00	2.400,00	4.800,00
Subtotal Other				80.300,00
7. Subtotal direct eligible costs of the Action (1-6)				166.540,00

- The description of items must be sufficiently detailed and all items broken down into their main components. The number of units and the unit value must be specified for each item depending on
 - This section must be completed if the Action is to be implemented over more than one reporting period (usually 12 months).
 - The budget may be established in euro or in the currency of the country of the Contracting Authority. Costs and unit values are rounded to the nearest euro.
 - If staff are not working full time on the Action, the percentage should be indicated alongside the description of the item and reflected in the number of units (not the unit value).
 - Indicate the country where the per diems are incurred.
 - Costs for CO2 offsetting of air travel may be included. CO2 offsetting shall in that case be achieved by supporting CDM/Gold Standard projects (evidence must be included as part of the
 - Please separate cost for purchase or rental.
 - Specify the typology of costs or services. Global amounts will not be accepted.
 - Only indicate here when fully subcontracted.
 - Communication and visibility activities should be properly planned and budgeted at each stage of the project implementation.
 - Only to be filled in when provided for in the Call for Proposal (i.e. taxes are not eligible and the beneficiary(ies) can show they cannot reclaim them). Please see glossary of terms (Annex A 1) of
 - Only to be filled in when contributions in kind may be accepted as co-financing. The amount indicated must be identical to the one indicated in worksheet 3 "expected sources of funding". This
 - Use "UNIT COST per flight/activity/output/kit etc..." or "LUMP SUM" or "FLAT RATE" in case of simplified cost options. Use different lines for each type of simplified cost options and per
 - If accepted and subsequently provided for in Art. 7.1 of the Special Conditions, costs actually incurred in relation to a project office used for the action or a portion of these costs can be declared
 - Include here the costs of the volunteers' work if this type of contribution in kind is allowed. Volunteers' work shall be declared as eligible cost, but set aside of the direct costs as the calculation of
- NB: The Beneficiary(ies) alone is/are responsible for the correctness of the financial information provided in these tables.