

## PARTNER CONTRACT

<i>Between</i>	<i>And</i>
The Why Foundation Gothersgade 55, Floor 1 1123 Copenhagen K Denmark  CVR No.:33318391  (hereinafter referred to as "TWHY")	Partner: Media Development Foundation (MDF) Address: 34/36 Kobuleti St. Entrance I, Floor 4, Apartment # 5 0179 Tbilisi Georgia  (Hereinafter referred to as "the Partner")

(TWHY and the Partner shall be jointly referred to as "The Parties")

### PART 1. SPECIFIC CONDITIONS

#### 1. THE PROJECT

The Partner is hereby provided with funds by TWHY (through IMS, the New Democracy Fund) to implement the project Student Democracy Documentaries Georgia (StuDemDocs Georgia) (hereafter referred to as 'the Project') as described in this Contract and the annexed documents.

#### 2. CONTRACT PERIOD

This contract covers the period from 1<sup>st</sup> of September 2023 to 31<sup>st</sup> of August 2024. If it is not possible to implement the activities within the agreed time frame, the partner must inform TWHY immediately upon awareness of this. Further extension of the contract is possible only upon written consent of IMS.

#### 3. PROJECT DESCRIPTION

The project's purpose is to create an enabling environment for democratic dialogue among youth in Georgia through documentary films and workshops.

##### Key Actions/activities:

1. Hosting one Democracy Fellowship in each of the six regions of intervention. Each fellowship will have circa 20 students and include the following elements:
  - Hosting two documentary film screenings linked to democracy topics and a Q&A about the democracy topic with an expert after each screening. The expert speaker will share their personal story related to the democracy topic addressed, which is a proven method for engaging audiences in complex topics, both triggering empathy and fostering unique understanding.

- Hosting one workshop ("Media Story Lab") where students build their own media stories about democracy topics to practice using their voice to contribute to the democratic dialogue in Georgia.
  - Hosting a Graduation Ceremony where certificates are distributed to the students that have participated in the Democracy Fellowship. The students will be presented, and their media stories will be showcased. At the ceremony, the students will also be invited to a common online group so they can continue their dialogues about democracy even after the completion of the Democracy Fellowship. Media and political representatives will be invited to observe the ceremony.
2. Capacity building MDF to include platforms to enhance democratic dialogue among youth as a part of their future annual activities and to share its experiences with partners across the six regions of intervention.
- Producing a short report by MDF, documenting best practices and recommendations for a large roll-out of the fellowship in Georgia. The report findings will be based on data collected through surveys and focus groups with students, and the report will be launched through an online session in order to share with MDF's cross regional partners.
  - Outlining and signing a cooperation agreement between MDF and TWF ensuring minimum three years further collaboration on Democracy Fellowships in Georgia and development of a sustainable exit plan for TWF.

See further description of the project in the attachments.

#### 4. BUDGET IN DKK

The detailed budget at activity level, supplementing the consolidated budget above, is included as an annex to this Contract.

Of the total budget, the maximum funding from IMS will be **760.125 DKK** of which **447.280 DKK** is dedicated to The Partner.

The contribution is subject to sufficient appropriation of funds from donors to IMS.

#### 5. REPORTING

The Partner will provide TWHY with the following reporting by the deadline(s) stipulated below:

DEADLINE	DELIVERABLE
1. 15.12.2024	Input for the interim reports – financial & narrative (covering the period up to 15 December 2023).
2. 31.08.2024	Input to the final reports – financial & narrative.

#### 6. DISBURSEMENT MODALITY

The funds will be transferred in DKK in accordance with the disbursement table below.

DISBURSEMENT TABLE	INSTALLMENT	Amount DKK
1. Upon signing of the contract	25%	111.820

*[Handwritten signature]*

2. Upon receipt and approval of receipts and invoices sent to TWHY by the end of first quarter of the project (15th December 2023)	30%	134.184
3. Upon IMS approval of interim report	35%	156.548
4. Upon IMS approval of Final Annual Report and Audited Report	10%	44.728

First installment is disbursed upon signing of the contract by both Parties. Subsequent payments are disbursed upon approval of documentation of expenses during the first quarter of the project, upon approval of financial and narrative interim reports by IMS/NDF and a minimum cumulative expenditure of 70% of the previous installment.

Timing for the last installment payment is upon approval of the Final annual report by IMS/NDF.

All payments included in this contract are subject to the IMS's donor/s disbursement modality and availability of funds at IMS.

## 7. ADDITIONAL CONDITIONS

The partner must comply with the General Conditions described in Part 2.

The Partner must credit The Why Foundation and the New Democracy Fund by making visible their logos on any of the below:

- Content, materials, reports, etc. produced under this contract.
- Public communication referring to activities of this contract.

The logo of IMS must not be visible in any communication and/or content, materials, reports, etc. produced under this contract.

## 8. ANNEXES

- Annex 1.- Project Document.
- Annex 2.- Detailed budget at activity level.
- Annex 3. – NDF Logo package
- Annex 4. Narrative report template
- Annex 5. Financial Report template
- Annex 6. Learning Brief

## PART 2. GENERAL CONDITIONS

### I. Management of the contribution

The management of TWHY's contribution shall comply with professionally accepted bookkeeping rules and practices.

No offer, payment, consideration, or benefit of any kind, which constitutes illegal or corrupt practice, shall be made – neither directly nor indirectly – as an inducement or reward in relation to tendering, award of contracts, or execution of contracts. Any such practice may be grounds for the immediate cancellation of this contract, civil and/or criminal actions and exclusion from tendering for future projects.

The Partner must adhere to the IMS Code of Ethics, which is available on the IMS website ([www.mediasupport.org](http://www.mediasupport.org)).

If the activities under this contract result in profits, the Partner is obliged to reinvest such profits in the further development of its organisation.

### II. Financial and status reporting

Financial reports (both interim and audited) shall be prepared using the IMS Financial Report Standard or any other format containing the same level of detail. The IMS Financial Report Standard format will be sent to the Partner by e-mail together with this contract.

The financial report shall reflect the agreed budget. All expenses incurred in local currency shall be stated in both the local currency and converted into the currency of the budget. All expenses must be accounted for through original receipts or color copies stamped, dated and signed by the Partner's Executive Director/Managing Director or Head of Finance. Incurred expenses not included in the budget and expenses not accounted for through invoices are not eligible for reimbursement. In addition, the following points must be adhered to:

- a) Documentation for all funds received from TWHY, in the form of bank statements or similar, must be kept and submitted with every financial report.
- b) The Partner must include any bank charges in the financial reporting on the funds received from TWHY. Bank charges must not be excluded from the reporting, as this causes a discrepancy between the funds forwarded and the funds received.
- c) The Partner is obliged to inform TWHY of any other contribution received to cover the expenses outlined in the budget.
- d) All fees, salaries and/or honorariums paid out must be documented by either the recipient's signature verifying the receipt of the payment, stating what the payment is for and when the task has been performed, or copies of duly signed contracts/time sheets.

- e) Receipts for accommodation/hotel must contain names of all guests paid for, as well as the duration of their stay.
- f) Documentation for expenses related to events, workshops and training must include a list of participants signed by each participant.
- g) Any accumulated interest in the bank account is to be reported to TWHY.
- h) All unused funds must be returned to TWHY after the final financial report has been approved.

In addition to the financial reporting, the Partner should track progress of reports in two ways:

1. In addition to financial reporting, the Partner shall track the activities of the project by completing a short online form after each screening. In this way all data on the number of participants will be logged directly. The online form can be accessed here: [Screening Impact Report Form](#)
2. The Partner shall submit a narrative report for the project with the interim (December 2023) and final financial report (September 2024).

### III. Documentation

The Partner shall allow TWHY, the back donors of TWHY or any external auditor authorized by either TWHY or its back donors, to verify the implementation of the Project and conduct quality assurance visits and/or conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the Project.

The supporting documents shall be available in either original form or as certified copies for such inspections up to 7 years after the payment of the balance on the Project. If needed TWHY or its designated representative holds the right to visit and inspect the office of the partner or any facility related to the project with a 10 days' notice in case of non compliance.

### IV. Audit and control measures

TWHY is responsible for auditing of the project expenses and the auditor must be presented with original receipts submitted by the Partner (i.e. actual expenses documented by invoices/receipts from a third party) for all costs.

### V. Procurement and handling of inventory

Due to the nature of funding of TWHY programmes, all partners are required to demonstrate cost-consciousness, in accordance with international principles of transparency and fair competition when purchasing equipment or services with funding received from TWHY.

GOODS/EQUIPMENT or SERVICES
Above € 5.000 annually*, three quotations are required Above € 10.000 annually*, an open advertisement is required
*Procurement activities must not be divided to circumvent the procurement thresholds. If it is foreseeable that several identical or very similar units will be procured within a period of twelve months, then these units (and their total value) must be treated as one single procurement activity.

- a) Procurement carried out by the Partner, or any partner/agency appointed by the Partner, shall follow the below thresholds.

Procurement of equipment (material, supplies, etc.) must be approved by TWHY based on documented prices. TWHY shall maintain ownership of any such equipment. At the end of the Project, the parties may use the Inventory template to donate inventory to the Partner.

The partner acknowledges the following responsibilities regarding any equipment procured under this Contract:

- i) The Partner must list any equipment (material, supplies) purchased using the funds forwarded under this Contract in the inventory template provided by TWHY.
- j) When receiving such equipment, the Partner must verify that it is delivered in accordance with the description provided by the supplier. Any deviations from the description must be reported to TWHY.
- k) The Partner shall be responsible for such equipment, including any storage costs, and must not lend or transfer such equipment to a third party, without written approval from TWHY.
- l) The Partner shall obtain an insurance, which ensures that damaged equipment will be either repaired or replaced, without lessening the state and/or quality of the equipment.

#### **VI. Bank account**

Funds from TWHY must either be kept separate from other funds in a designated account or, if transferred to a shared bank account, project codes should be applied in a finance system, that makes tracking of the expenses relating to funds provided transparent. The account must in either case require at least two signatories.

To ensure timely bank transfers, TWHY requires the Partner to submit their bank information to TWHY. The Partner is responsible for providing TWHY with changes to the bank information that might occur during the contract period.

Any bank charges incurred by the Partner in receiving the funds or returning funds must be covered by the Partner. Bank charges should be covered using the funds forwarded from TWHY, and the budget agreed between the parties shall include bank charges.

#### **VII. Intellectual property rights, credits, and editorial responsibility**

Any intellectual property rights (IPR), materials, reports, documents, and/or other results produced under this Contract shall be subject to the following:

- The Partner shall have the ownership of the IPR.
- TWHY shall have an indefinite, non-exclusive, royalty free license to any type of use of the IPR. The types of use include, but are not limited to, the right to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium.
- Any TWHY donor, who has contributed funds to the Project, shall have an indefinite, non-exclusive, royalty-free license to any type of use of the IPR.

TWHY is not responsible for any opinions, beliefs, or viewpoints expressed by the Partner.

At the request of the Partner, TWHY shall credit the partner for its involvement in creating the IPR.

At the request of TWHY, the Partner shall credit the involvement and/or financial backing of TWHY and TWHY's donors.

### **VIII. Safety of partners and their personnel**

TWHY does not under any circumstances take responsibility and cannot guarantee or be liable for the safety and security of the Partner. This includes all personnel carrying out work for the Partner in relation to TWHY funded programmes and projects – regardless of how such individuals and personnel are associated with the programmes/projects.

TWHY encourages all its Partners to ensure and take measures for the safety and security of personnel and individuals carrying out work and assignments on their behalf. Such measures may include ensuring adequate levels of insurance, emergency response and evacuation.

### **IX. Data processing**

In this contract the scope and range of “data processing” is defined by Article 4(2) of the General Data Protection Regulation (EU) 2016/679 (“GDPR”).

In the domain of this contract, TWHY sees the Partner as an autonomous Data Controller. As such the Partner must ensure its compliance with the relevant laws that govern data processing – including accessing, storing and transmitting – in the Partner's country of register.

For EU based Partners, and Partners processing data of EU citizens, this also means complying to the responsibilities of a Data Controller under the requirements of the GDPR.

### **X. Termination of contract and force majeure**

This contract remains valid until the date specified in Part 1. Specific Conditions, paragraph 2, unless terminated earlier by four weeks written notice by either party.

However, in case of material breach of contract, force majeure or any other situation rendering it impossible for either party to perform its obligations according to this contract, each party may terminate the contract with immediate effect.

In the event of termination by either party, all advanced unused funds as per the date of termination are to be returned to TWHY together with complete reporting for services delivered/activities implemented (as specified in Part 1, paragraph 5 and the contract attachments) for the period up until the date of termination.

### **XI. Breach of contract**

In case of the Partner's non-compliance with the provisions of this Contract, TWHY shall notify the Partner in writing - informing the Partner that continuing lack of compliance constitutes a breach of contract. The notification shall state the nature of the non-compliance as well as what section/provisions of this Contract the breach relates too.

Breach of contract can constitute – but are not limited to - the following examples:

1. Repeatedly and coarse negligence of deadlines or negligence of agreed activities.
2. Conflict of interest between the Partner's obligations under this Contract and other private and/or



- professional activities.
3. Serious irregularities such as inadequate or missing expense documentation, seriously flawed, inadequately documented financial reporting or failure to submit required reporting or absent financial reporting.

From the date of receiving a written notification stating a breach of contract, the Partner must - within a period of 10 days - comply with all contractual obligations and produce written documentation to TWHY that any error, breach and/or non-compliance with this Contract has been corrected. If the Partner fails to do so, this will constitute a material breach of this Contract that entitles TWHY to terminate the Contract with immediate effect according to section XII below.

## **XII. Material breach of contract**

In case of the Partner's material breach of contract, wilful misconduct or gross negligence of obligations under this Contract, TWHY shall have the right to terminate the Contract with immediate effect and the Partner shall indemnify TWHY in accordance with general principles of Danish law and section XIII below.

Material Breach of contract can constitute – but are not limited to - the following examples:

1. Corruption (false manufacturing, extortion, conspiracy, secret agreements, swindle, nepotism, theft, embezzlement, forgery).
2. Double funding.
3. Financial support to organisations, individuals or other entities found on the 'European Union's Consolidated list of persons, groups and entities subject to EU financial sanctions'.

The Partner shall notify TWHY promptly of any events or circumstances which the Partner discovers of which has given or might give rise to a loss of project funds, stating in reasonable detail the nature of such events or circumstances and the amount of the loss of funds or an estimate thereof. Failure to comply with this obligation to notify TWHY shall be considered a material breach of contract that entitles TWHY to terminate the Contract and claim the return of all paid project funds.

In case of material breach of this Contract TWHY shall have any and all remedies available to it under general principles of Danish law. TWHY, at its sole and exclusive discretion, shall be entitled to enforce claims (including the right to claim a refund of all project funds and indemnification of losses related to the breach of contract).

TWHY has the right to inform collaborating organisations, cooperating partners as well as donors involved about the material breach of the Partner including the nature of such material breach of the Contract.

## **XIII. SETTLEMENTS OF DISPUTES, GOVERNING LAW AND VENUE**

If any dispute arises relating to the implementation or interpretation of this contract, the Parties shall seek to reach an amicable solution.

This Contract as well as all associated documents, appendices or other agreements concluded within the context of the same, shall be construed and governed in accordance with the laws of Denmark notwithstanding any other laws which may apply under applicable conflicts and laws and rules thereof.



Any disputes arising out of and in connection with this Contract, shall be settled at the TWHY  
venue: Copenhagen District Court, Nytorv 25, 1450 Copenhagen K.

Date: 12. sept. 2023

(The Partner)  
Date:

11 september 2023

  
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