

GRANT CONTRACT
- EXTERNAL ACTIONS OF THE EUROPEAN UNION -
ENI/2021/429-043
(the 'contract')

The European Union, represented by the European Commission, B-1049 Brussels, Belgium, itself represented by the Delegation of the European Union to Georgia, 64b Chavchavadze Avenue, 0179 Tbilisi, Georgia, ("the Contracting Authority")

of the one part,

and

Open Society Georgia Foundation (OSGF)
Non-entrepreneurial (Non-commercial) Organisation (NGO)
Registration number: 291 (secondary 203844448)
Legal Address: 4A Chovelidze str. 0108, Tbilisi, Georgia
VAT number: 203844448
hereinafter the 'coordinator'

and

Alternative Georgia (Addiction Research Center Alternative Georgia)
Non-entrepreneurial (Non-commercial) Organisation (NGO)
Registration number: 5/9-681
Legal Address: 14A Nutsubidze str. Office 2, 0177, Tbilisi, Georgia
VAT number: 205039439

and

Association Public Union Bemoni
Non-entrepreneurial (Non-commercial) Organisation (NGO)
Registration number: 5A/9-177
Legal address: 50 Akhalsheni str. Flat 58, 0171, Tbilisi, Georgia
VAT number: 211344099

and

Social Justice Center
Non-entrepreneurial (Non-commercial) Organisation (NGO)
Registration number: 404432565
Legal address: Shanidze Street 3, 0179, Tbilisi, Georgia
VAT number: N/A

and

Union "Step to Future"
Non-entrepreneurial (Non-commercial) Organisation (NGO)
Registration number: 218062520

Legal Address: Besiki Str. 3/6, 1400, Gori, Georgia

VAT number: N/A

and

Young Psychologists and Doctors Association XENON
Non-entrepreneurial (Non-commercial) Organisation (NGO)

Registration number: 220360320 (secondary 14/9-267)

Legal address: N1 Petre Uberi str. 2100, Zugdidi, Georgia

VAT number: N/A

and

Sakartvelos Saojakho Meditsinis propesionalta Kavshiri

Georgian Family Medicine Association
Non-entrepreneurial (Non-commercial) Organisation (NGO)

Registration number: 205017694

Legal address: 57 Tsinamdzgvrishvili str. 0102, Tbilisi, Georgia

VAT Number: N/A

who have conferred powers of attorney for the purposes of the signature of the agreement to the coordinator¹, collectively referred to as 'beneficiary(ies)' where a provision applies without distinction to the coordinator and the co-beneficiary(ies)

of the other part,

(the 'parties')

have agreed as follows:

Special conditions

Article 1 — Purpose

- 1.1 The purpose of this contract is the award of a grant by the contracting authority to finance the implementation of the action entitled: **‘Empowering civil society and professional organizations to ensure safe, secure and accountable society in Georgia’** (the ‘action’) described in Annex I.
- 1.2 The beneficiary(ies) shall be awarded the grant on the terms and conditions set out in this contract, which consists of these special conditions (the ‘special conditions’) and the annexes, which the beneficiary(ies) hereby declares it has noted and accepted.
- 1.3 The beneficiary(ies) accepts the grant and undertakes to be responsible for carrying out the action.

Article 2 — Implementation period of the action

- 2.1 This contract shall enter into force on the date when the second of the two parties signs.
- 2.2 Implementation of the action shall begin on:
 - the first day of the month following the date on which the first instalment of pre-financing is paid by the contracting authority
- 2.3 The implementation period of the action, as laid down in Annex I, is 36 months.
- 2.4 The execution period of this contract shall end when the payment of the balance is made by the contracting authority and, in any event, at the latest 18 months after the end of the implementation period as stipulated in Article 2.3 unless postponed in accordance with Article 12.5 of Annex II.

Article 3 — Financing the action

- 3.1 The total eligible costs are estimated at EUR 1,786,000.00, as set out in Annex III.
- 3.2 The contracting authority undertakes to finance a maximum amount of EUR 1,350,000.00.

The grant is further limited to 75.59% of the total eligible cost of the action specified in paragraph 1.

The final amount of the contracting authority’s contribution shall be determined in accordance with Articles 14 and 17 of Annex II.
- 3.3 Pursuant to Article 14.8 of Annex II, 7% of the final amount of direct eligible costs of the action established in accordance with Articles 14 and 17 of Annex II, may be claimed as indirect costs.

Article 4 — Reporting and payment arrangements

- 4.1 Payments shall be made in accordance with Article 15 of Annex II option no. 2 as set out in Article 15.1

Initial pre-financing payment: EUR 350,441.29.

Further pre-financing payments(s): EUR 864,558.71 (subject to the provisions of Annex II).

Balance of the final amount of the grant:

(subject to the provisions of Annex II): EUR 135,000.00

- 4.2 An electronic system will be used by the contracting authority and the beneficiary(ies) for all stages of implementation including, inter alia, management of the contract (amendments and notifications), reporting (including reporting on results) and payments. The beneficiary(ies) will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, the beneficiary(ies) will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 2 above, or at a later date. In the latter case, the contracting authority will inform the beneficiary(ies) in writing that he/they will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 5 — Contact addresses

- 5.1 Any communication relating to this contract shall be in writing, state the number and title of the action and be sent to the following addresses:

For the contracting authority

Payment requests and attached reports, including requests for changes to bank account arrangements shall be sent to:

European Commission

European Union Delegation to Georgia

64B Chavchavadze Avenue, 0179 Tbilisi, Georgia

For the attention of Contracts, Finance and Audit Section delegation-georgia-finance@eeas.europa.eu

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

European Commission

European Union Delegation to Georgia

64B Chavchavadze Avenue, 0179 Tbilisi, Georgia

delegation-georgia@eeas.europa.eu

For the coordinator

Open Society Georgia Foundation (OSGF)

Non-entrepreneurial (Non-commercial) Organisation (NGO)

4A Chovelidze str. 0108, Tbilisi, Georgia

Email: keti@osgf.ge; mchokheli@osgf.ge

- 5.2 The expenditure verification(s) referred to in Article 15.7 of Annex II will be carried out by

BDO in Georgia

Ekaterine Kopaliani

Manager, CPA | Audit and Assurance

Direct +995 32 254 58 45 (112)

Mobile +995 599 602 929

2 Tarkhnishvili Str. Vere Business Centre, 0179 Tbilisi, Georgia

T: +995 32 254 58 45, +995 32 218 81 88

LKopaliani@bdo.ge, www.bdo.ge

Article 6 — Annexes

- 6.1 The following documents are annexed to these special conditions and form an integral part of the contract:

Annex I: Description of the action (including the logical framework of the project and the concept note)

Annex II: General conditions applicable to European Union-financed grant contracts for external actions

- Annex III: Budget for the action (worksheets 1, 2 and 3)
- Annex IV: Procurement rules for beneficiary(ies)
- Annex V: Standard request for payment and financial identification form
- Annex VI: Model narrative and financial report
- Annex VII: Terms of reference for an expenditure verification of a European Union financed grant contract for external actions and model report of factual findings]
- Annex IX: Standard template for transfer of asset ownership

6.2 In the event of a conflict between the provisions of the present special conditions and any annex thereto, the special conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, those of Annex II shall take precedence.

Article 7 — Other specific conditions applying to the action

7.1 The general conditions in Annex II are supplemented by the following:

7.1.1 Financial support to third parties may only be awarded in compliance with the conditions set in the guidelines for applicants and in accordance with the criteria and conditions laid down in the description of the action in Annex I.

The maximum amount of financial support per each third party is limited to EUR 30,000.00.

7.1.1.1 In the framework of financial support to third parties funds that are disbursed and the subject of a formal legal commitment between the coordinator (or its co-beneficiaries and affiliated entities) and a third party are taken into account when calculating the thresholds allowing the release of the further prefinancing payment in accordance with conditions laid down by art 15.1, option 2, point (ii) of Annex II.

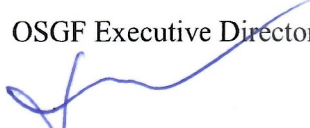
7.1.2 Where the implementation of the action requires the setting up or the use of a project office, the beneficiary(ies) may declare as direct eligible costs the portion of the operating costs of the project office described in the proposal which corresponds to the duration of the Action either based on costs actually incurred by the project office for the action or on the cost apportionment approach presented as part of the proposal.

7.2 The entity acting as a data controller as provided for in Article 1.3 and 1.4 of the general conditions is:

The Head of Unit of NEAR/R.4, Contracts and Finance : NEAR-R4@ec.europa.eu

Done in English in two originals, one originals being for the European Commission and one original being for the beneficiary(ies).

For the beneficiary(ies) ²

Name: Ketevan Khutsishvili
 Title: OSGF Executive Director
 Signature: 
 Date: 02/12/21

For the contracting authority

Name: Carl Hartzell
 Title: Head of Delegation
 Signature: (c-signed)
 Date: 30 November, 2021

² In accordance with the mandate conferred on the coordinator, (see application form), the coordinator signs this contract also on behalf of the other beneficiaries, who, therefore, do not need to individually sign this contract to