

**GRANT CONTRACT**  
**- EXTERNAL ACTIONS OF THE EUROPEAN UNION -**  
**ENI/2020/417-289**  
(the 'contract')

The European Union, represented by the European, (the 'contracting authority')

of the one part,

and

United Nations Association of Georgia (UNAG)

Legal status (organisation): Private law body with legal form, non-entrepreneurial (non- commercial)

Legal Entity Organisation official registration number 204878114

Full official address: Dolidze street 2, Tbilisi, 0171, Georgia

VAT number 204878114

hereinafter the 'coordinator'

and

Open Society Georgia Foundation (OSGF)

Legal status (organisation): Private law body with legal form, non-entrepreneurial (non- commercial)

Organisation official registration number: 291

Full official address: Chovelidze str 4A, Tbilisi, 0108, Georgia

VAT number: GE203844448

who have conferred powers of attorney for the purposes of the signature of the agreement to the coordinator<sup>1</sup>, 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:

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<sup>1</sup> Model mandate provided in Annex A to the guidelines for applicants.



## 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 Local Investments in Networks for Knowledge and Skill-Share (LINKS) (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 day following that on which the second of the two parties signs
- 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 1,250,000, as set out in Annex III.
- 3.2 The contracting authority undertakes to finance a maximum amount of EUR 1,000,000.

The grant is further limited to 80% 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 14.7 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 302,686.14

Further pre-financing payments(s): EUR 597,313.86

(subject to the provisions of Annex II).

Balance of the final amount of the grant: EUR 100,000

(subject to the provisions of Annex II):

- 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 Delegation to Georgia

64b Ilia Chavchavadze Avenue

0179 Tbilisi, Georgia

For the attention of Finance, Contracts and Audit section

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

European Commission Delegation to Georgia

64b Ilia Chavchavadze Avenue

0179 Tbilisi, Georgia

For the attention of Cooperation section

For the coordinator

United Nations Association of Georgia (UNAG)

Dolidze street 2, Tbilisi, 0171, Georgia

Tel: +99532332516

Email: [UNA@UNA.GE](mailto:UNA@UNA.GE); [otto@una.ge](mailto:otto@una.ge)

- 5.2 The expenditure verification(s) referred to in Article 15.7 of Annex II will be carried out [by the contracting authority or any external body authorised by:

Crowe Horwath GE LLC

#2 D. Gamrekeli str., 4<sup>th</sup> floor, Tbilisi, 0160, Georgia

Contact person: Mr Temuri Partskhaladze, Director

Tel: +995 32 2904522

E-mail: [info@crowe.ge](mailto:info@crowe.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 59,130.00.

7.1.2 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 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, option 2, point (ii)

7.2 The following derogations from Annex II shall apply

7.2.1 The Articles 1.3 and 1.4 of Annex II general Conditions shall be replaced by following:

### **1.3 Processing of personal data by the Commission**

Any personal data included in the grant contract must be processed by the Commission in accordance with Regulation (EU) No 2018/1725. Such data must be processed by the data controller identified in the special conditions solely for implementing, managing and monitoring the grant contract or to protect the financial interests of the EU, including checks, audits and investigations in accordance with Article 16 of those general conditions.

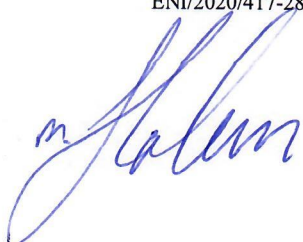
The beneficiaries have the right to access, rectify or erase their own personal data and the right to restrict the processing of their personal data or, where applicable, the right to data portability or the right to object to data processing in accordance with Regulation (EU) No 2018/1725. For this purpose, they must send the queries about the processing of their personal data to the data controller identified in the special conditions. The beneficiaries may have recourse at any time to the European Data Protection Supervisor.

### **1.4 Processing of personal data by the beneficiaries**

The beneficiaries must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements). The beneficiaries may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring the grant contract. The beneficiary must ensure that the personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality.

The beneficiaries must adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing of the personal data concerned. This is in order to ensure, as appropriate:

(a) the pseudonymisation and encryption of personal data;





- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

7.3 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 R4, Contracts and Finance (ENI): NEAR-R4@ec.europa.eu. “

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

**For the beneficiary(ies)**

Name Otar Kantaria  
 Title Executive Director  
 Signature *[Handwritten Signature]*  
 Date 15/07/2020

**For the contracting authority**

Name Vincent Rey  
 Title Head of Cooperation  
 Signature *[e-signed]*  
 Date 14/07/2020

