

GRANT AGREEMENT

#22310166/003

THIS GRANT AGREEMENT is entered into as of 1 June 2023 by and between:

Georgian Institute of Politics (GIP), hereinafter referred to as "*the GIP, Lead Organization*",

Identification No. 400014462

Tbilisi, T. Dadiani Str., 2nd M/D, building # 2, appt. 213

represented by Kornely Kakachia, Director

And:

Masaryk University (MU) (hereinafter referred to as "*the Grantee, Partner Organization*",

Identification No. 00216224

Žerotínovo nám. 617/9, Brno, 601 77, Czech Republic

represented by Martin Bareš, Rector

ARTICLE 1 - PURPOSE

- 1.1. The purpose of this Grant agreement is the award of a grant by the **Georgian Institute of Politics** to the project partner to finance the implementation of the Project (Grant No. 22310166) "**Supporting Decrease of Media Polarization in Georgia and V4 States**" (further the Project).
- 1.2. The lead organization of the Project indicated in Article 1 is the **Georgian Institute of Politics (GIP), Georgia**, while the project partners are **Strategic Analysis Think Tank (Slovakia), Hungarian Europe Society (Hungary), Masaryk University (Czech Republic), Foundation Institute of Public Affairs (Poland)**, as described in the project application submitted to the International Visegrad Fund.
- 1.3. The Grantee accepts the grant and undertakes to be responsible for carrying out the Project in compliance with the time frame and financial and other conditions stipulated in the Contract.
- 1.4. This document constitutes the entire Agreement between the parties hereto, and no agreement exists between the parties that is not expressly contained herein.

ARTICLE 2 - IMPLEMENTATION PERIOD

- 2.1. This Agreement shall enter into force on the date when the second of the two Parties signs.
- 2.2. Implementation of the Project shall begin on **1 June 2023** and end on **31 January 2024**.
- 2.3. This Agreement shall expire once the final financial and narrative reports are approved by the GIP, the final payment has been transferred to the Grantee and the Final Acceptance Act has been signed by both parties.
- 2.4. Any requests to prolong the implementation period of the Project must be done in writing and provided to the GIP at least 1 month before the agreed end date of the implementation period.

ARTICLE 3 - FINANCING THE PROJECT & PAYMENT SCHEDULE

- 3.1. The total eligible cost of the Grantee is **EUR 1,800**, as set out in budget in the Annex II, which forms an inseparable part of this Agreement.
- 3.2. GIP undertakes to finance **100%** of the cost of the Grantee's budget, **i.e. EUR 1,800**.
- 3.3. The Grantee is responsible for managing its budget and ensuring adequate reporting, i.e. checks that all supporting documentation is provided and in compliance with the reporting requirements stated in this Agreement.
- 3.4. The grant will be paid according to the actual expenses incurred/reported by the Grantee, however, the overall amount of such expenses should not exceed **EUR 1,800**. Upon the receipt and formal approval by the GIP of the final narrative and financial report, the payment will be carried out without unnecessary delay, 10 working days

after the approval of the narrative and the financial report. The Payment will be processed with a single transfer in EUR to the following bank account:

Bank Name:	Komerční banka, a.s.
Bank Code (or SWIFT Code/BIC):	KOMBCZPPXXX
Bank Address:	Nám. Svobody 92/21, 602 00 Brno, Czech Republic
IBAN Account No.:	CZ43 0100 0000 0000 8563 6621
Account holder Name of the organization	Masaryk University
Beneficiary Registration Country:	Czech Republic
Transfer Currency	EUR

ARTICLE 4 – GRANT UTILIZATION AND REPORTING

- 4.1 The Grant shall be used by the Grantee only to cover the direct expenses of the Project during the Implementation Period of the contract according to the budget plan which forms Annex II.
- 4.2 The expenses required for the Project from the Grant cannot exceed the approved amount, **i.e. EUR 1,800.**
- 4.3 The Grant may be used only during the contracted Implementation Period. The part of the Grant not used during the Implementation Period shall be returned by the Grantee to the GIP upon request within 10 working days.
- 4.4 The Grantee shall use the Grant according to the Budget in an efficient and cost-effective way.
- 4.5 Any change in the qualified expenses in excess of 10% of the original sum amount of the individual budget category, requires the prior approval of the statutory representative of the GIP. For such approval to be granted, a request must be submitted via email. Without the approval of the GIP, the Grant may not be used to cover such changed expenses exceeding the amount qualified in the Budget.
- 4.6 The financial resources of the Grant cannot be used for:
- Capital investments (tangible/intangible assets);
 - VAT on purchase of goods/services;
 - Grantee's own indirect costs (electricity/gas/water/telephone bills, etc.);
 - Internal costs or invoices (rent of one's own premises, one's own accommodation, and board);
 - Grantee's own work—e.g. coordination of the Project, salaries, financial remuneration of employees;
 - Debts;
 - Provisions for losses and future liabilities;
 - Costs financed by other donor organizations.
 - Any other cost not related directly to the project.
- 4.7 To be eligible, all costs:
- must be indicated in the estimated Budget or agreed with the GIP;
 - must be incurred during the implementation period of the contract or within the agreed extended implementation period;
 - must be necessary for the implementation of the Project;
 - must be identifiable and verifiable, in particular, recorded in the accounting records and supported by documents;
 - must be reasonable and comply with sound financial management and applicable tax and social legislation
- 4.8 The reports under this Article hereof shall be drawn up in the qualified forms and according to the requirements and instructions published on the website of the International Visegrad Fund. The GIP reserves the right to deny any Report failing to meet this requirement.
- 4.9 The Financial Statements shall conform to the budget and shall mention expenditures related to the Project and shall comply with financial documents evidencing the utilization of the Grant. All financial documents (receipts, bills, contracts, invoices, etc.) related to a project must be kept for a period of at least 10 years, and copies thereof delivered to the GIP upon request.

4.10 The GIP reserves the right to determine the eligibility of each cost outside the agreed budget stipulated in Annex II to be covered by the grant allocated to the partner organization.

4.11 The final reports will be submitted by the Grantee to GIP, consisting of:
- **The final narrative report** covering the implementation period.
- **The final financial report**, covering the implementation period, consisting of - a list of expenditures, a financial report showing the total expenditures, scanned copies of supporting documents (in English), and the signed Financial Report Verification Review Checklist.

4.12 The reporting deadlines shall be defined as follows:

Report:	Covering the period from-to:	The latest delivery of the report:
Final Narrative Report	01.06.2023–31.01.2024	15.02.2024
Final Financial Statement	01.06.2023–31.01.2024	15.02.2024

4.13 The Grantee is entitled to use its institutional accounts (in EUR or in local currency) for the purposes of the grant management. The funds received (in EUR) from the GIP and paid out (either in EUR or in the local currency) by the Grantee under this Agreement should be accounted for in a manner that the project-related income and expenditures are tracked separately and identified easily by the project(s) being implemented by the time of the contract duration period.

4.14 It is the sole responsibility of the grantee to properly account for all funds. All Project payments must be carried through the bank account owned by the Grantee.

4.15 The Grantee shall conduct bank transfer (non-cash) transactions only. Cash payments are not allowed within this contract.

ARTICLE 5 – AUDIT

5.1. The GIP (or person authorized by the GIP) is entitled to carry out an audit of the Grantee during and after the Implementation Period of the project. The Grantee is obliged to bear such audit and provide the GIP with any accounting and other document related to the Grant and make and deliver the GIP copies therefrom.

ARTICLE 6 – OTHER CONTRACTUAL TERMS

- 6.1 All formal communication with the GIP must be conducted in English.
- 6.2 The Grantee is obliged to acknowledge the International Visegrad Fund’s support of the Project as well as the support of the Ministry of Foreign Affairs of the Republic of Korea (hereinafter referred to only as the "Korea Foreign Ministry" (i) on all premises where events take place as part of the Project (in the form of a banner or flag), (ii) in all printed materials distributed as part of the Project, (iii) in all public statements and presentations and (iv) on all web pages connected with the Project.
- 6.3 All acknowledgments must visibly carry the current version of the logo of the International Visegrad Fund and of the Korea Foreign Ministry, and, if online, must be directly linked to www.visegradfund.org and www.mofa.go.kr respectively. Acknowledgments in event venues must be present for the duration of the events; acknowledgments online must remain active for the whole Contractual Period of the Project, at minimum. The Grantee shall ensure that any of its Project Partners acknowledge the International Visegrad Fund’s and the Korea Foreign Ministry’s support for the Project to the same extent that the Grantee is obliged under this Contract. As a reference for the acknowledgments, the Grantee shall consult the Logo and Acknowledgement Manual published on the International Visegrad Fund’s website. The Grantee declares that prior to the signing of this Contract, he/she made himself/herself familiar with the Grant Guidelines of the International Visegrad Funds and shall abide by its policies.
- 6.4 The GIP reserves the right to carry out monitoring visits of the Project and implementation thereof and carry out a financial inspection of the Project and, if necessary, request additional documentation regarding the Project. The Grantee is obliged to allow visits from the staff of the GIP, allow a financial inspection, and provide any materials related to the Project upon request.
- 6.5 Both Contractual Parties may disclose information on the Project and enable access of the public to participate in the Project.

6.6 The travel of the representative of the partner organizations is not covered by the grantee's budget. Travel-related expenses, accommodation and board in Tbilisi, and Flight to Tbilisi and back and airport transfers will be covered directly by the lead organization, GIP.

ARTICLE 7 – CHANGES IN THE PROJECT

7.1. The Project shall be carried out according to the work plan approved by, the GIP. Modification of Project activities and/or outputs shall be submitted for prior approval to the GIP in writing no later than 10 days before implementing the proposed change/s.

ARTICLE 8 – NON-COMPLIANCE AND CONTRACTUAL SANCTIONS

8.1. The GIP shall be entitled against the Grantee for a contractual penalty in the amount of 20% of the amount of the Grant (the "Contractual Penalty"), if:

- any data provided by the Grantee turns out to be false or not up-to-date, or
- the Grantee fails to deliver to the GIP any of the reports according to this Contract in time, or
- the Grantee fails to observe the Budget or the Grant or any part of it is used in conflict with the terms stipulated in this Contract.

8.2. The Contractual Penalty shall be paid by the Grantee within 15 working days from the written notice of the GIP.

8.3. The Fund shall be entitled to withdraw from the Contract, in case:

- any kind of false/incorrect data/information is provided by the Grantee, or
- any of the contractual requirements are not met by the Grantee or breached by the Grantee and the Grantee shall not remedy such deficiency or breach within an additional reasonable period provided by the GIP in the written call for the remedy, or
- deficiencies are determined that could in a significant way affect the result or approved schedule during the implementation of the Project, mainly, but not limited to, the Outputs of the Project do not meet the requirement under this Contract and its attachments, or
- the good reputation of the GIP and International Visegrad Fund is damaged by the Grantee, or
- the Fund learns about a misuse of any funds granted to the Grantee by the GIP or the funds provided by the GIP are used, intentionally or negligently, for any other purpose that specified in the Project.

8.4. The notice of withdrawal shall be delivered in writing in person or by registered mail to the address of the relevant Contracting Party stated in this Contract. The notice of withdrawal shall be considered received on the date of its delivery. If the delivery of the withdrawal notice is rejected by the relevant Contracting Party, the rejection date shall represent the date of delivery.

8.5. If the Contract is terminated upon the withdrawal of the GIP therefrom, the Grantee shall automatically be obliged to return to the Fund the amount of the paid Grant within 15 working days.

8.6. In case the Grantee fails to observe the Budget or the Grant or any part of it is used in conflict with the terms stipulated in this Contract, the Grantee shall be obliged to return the amount of the paid Grant to the GIP within 15 working days at the call of the GIP.

8.7. When the GIP determines deficiencies that could in a significant way affect the result or approved schedule during the implementation of the Project, the GIP reserves the right to suspend the payment of the Grant or any part of it for a definite period.

8.8. If the GIP anytime (i.e., also after implementation of the Project) learns about the misuse of any funds granted to the Grantee by the Fund, and/or about unannounced changes within the Project and internal changes of the Grantee affecting the utilization of the provided Grant (mainly but not limited to changes of the Grantee's name, registered seat, statutory representatives, registration for VAT, etc.), the Grantee shall be obliged to return the fully granted amount to the Fund within 15 working days at the call of the Fund.

ARTICLE 9 – FORCE MAJEURE

9.1. Neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such a delay or non-performance is due to an event of Force Majeure.

9.2. Events of Force Majeure are unforeseeable events beyond the control of the affected Party and whose effects the Party is not capable to overcome without unreasonable expense and/or loss of time to the Party concerned. Events of force majeure shall include (without being limited to) war, civil unrest, strikes, lock-outs, and other

general labor disputes, acts of government, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions, and shortages of energy.

ARTICLE 10 – APPLICABLE LAW AND DISPUTE SETTLEMENT

- 10.1. The Agreement shall be governed by the laws in effect in Georgia.
- 10.2. The Parties shall do everything possible to settle amicably any disputes between them during the implementation of this Agreement.
- 10.3. In the event of failure to reach an amicable agreement, each Party may submit the dispute to the courts of Georgia.
- 10.4. If any provision of this Agreement is declared void or unenforceable by any judicial or administrative authority, this shall not nullify the remaining provisions of this Agreement.
- 10.5. Both Contracting Parties declare that they conclude this Contract of their free will, they have read its content and as evidence of their consent to its wording they voluntarily sign it as correct.
- 10.6. The Contract is drawn up in English. The Contract is signed electronically.

ARTICLE 11 – ANNEXES

- 11.1. The following documents are annexed to this Agreement and form an integral part of the Agreement:
 - Annex I: Obligation of the Grantee, Partner Organization
 - Annex II: Budget
 - Annex III: Financial Report Form
 - Annex IV: Program Report Form
 - Annex V: Final Acceptance Act
 - Annex VI: Payment Request Form
 - Annex VII: Financial Report Verification Review Checklist
 - Annex VIII: Grant Guidelines & Logo and Acknowledgement Guide for Grantees

SIGNATURES OF THE PARTIES

For the Grantor:

Kornely Kakachia, Director

For the Grantee:

Martin Bareš, Rector

Electronically signed on 25th August 2023