



EUROPEAN UNION
DELEGATION TO GEORGIA
 Head of Delegation

| EU Delegation to Georgia FINANCE, CONTRACTS AND AUDIT | |
|--|------------|
| DATE | 08-08/2012 |
| REGISTRATION N° | D/551 |
| ACTION | |
| CC | |

Tbilisi
 Ph.D D (2010)

H.E. Mr. Jamie McGoldrick
 UN Resident Coordinator a.i &
 UNDP Resident Representative a.i
 Georgia
 9 Eristavi Str.,
 Tbilisi, Georgia

Our ref: Contract No. IFS-RRM/2012/297991 – "*Professional Media for Elections*"

Dear Sir,

Please find enclosed three originals of the contract mentioned above. I would be grateful if you could sign and date all three originals, retain one for your records and return the other two to the following address:

Finance and Contracts Section
 EU Delegation to Georgia
 38 Nino Chkheidze Str., Tbilisi, Georgia

Please use a reliable courier service or registered mail to avoid any delays or loss of the documents.

Your attention is drawn to the fact that the Contracting Authority will not be obliged to honour the signed contract in the event of any of the following:

- the contract is not returned to the above address within 30 days of the date of this letter, duly signed and dated by a signatory authorised to represent you;
- any modifications to the text of the contract or its annexes.

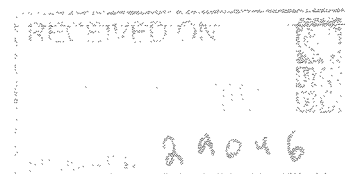
The Legal Entity number which has been attributed to you is: 6000055554

Yours sincerely,


 Philip Dimitrov
 Ambassador

Annex: 3 signed originals of the contract

38 Nino Chkheidze St., 0102 Tbilisi, Georgia
 Telephone: (+995 32) 94 37 68; Fax: (+995 32) 94 37 68
 Web address: <http://www.delgeo.eeas.europa.eu>
 E-mail: delegation-georgia@eeas.europa.eu



EUROPEAN UNION CONTRIBUTION AGREEMENT WITH AN INTERNATIONAL ORGANISATION

IFS-RRM/ 2012/297991

(the "Agreement")

The European Union, represented by the European Commission. (the "Contracting Authority")

of the one part,

and

The United Nations Development Programme, hereinafter referred as "the UNDP" with its head office at 1 United Nations Plaza, New York, NY 10017, USA, (the "Organisation")

of the other part,

(Individually a "Party" and collectively the "Parties"), have agreed as follows:

Special Conditions

Article 1 - Purpose

- 1(1) The purpose of this Agreement is a contribution by the Contracting Authority for the implementation of the action entitled: "*Professional Media for Elections*" (the "Action") as described in Annex I.
- 1(2) The Organisation will be awarded the contribution on the terms and conditions set out in this Agreement, which complies with the provisions of Financial and Administrative Framework Agreement between the European Commission and the United Nations (FAFA) signed on 29 April 2003 and consists of these special conditions (the "Special Conditions") and their annexes.
- 1(3) The Organisation accepts the contribution and undertakes to do everything in its power to implement the Action under its own responsibility.
- 1(4) The Action is a Joint Management Action for all purposes of this Agreement.
- 1(5) The Action is a Multi-donor Action for all purposes of this Agreement.

Article 2 – Entry into force, Implementation Period and Execution Period

- 2(1) This Agreement shall enter into force on the date when the last of the two Parties signs.
- 2(2) The implementation period of this Agreement (the "Implementation Period") will begin on:
- April 1, 2012

- 2(3) The Implementation Period, as laid down in Annex I, is *21 months*.
- 2(4) The execution period of this Agreement shall start at the entry into force of this Agreement as provided for in Article 2(1) and shall end at the moment when final payment is paid by the Contracting Authority in accordance with Article 17 of Annex II or when the Organisation repays any amounts paid in excess of the final amount due pursuant to Article 18 of Annex II. In cases where there is no final payment by the Contracting Authority or final repayment by the Organisation, the end of the execution period shall be the end date referred to in Article 12.5 of Annex II.

Article 3 - Financing the Action

- 3(1) The total cost of the Action eligible for financing by the Contracting Authority is estimated at EUR 516 408, as set out in Annex III.
- 3(2) The Contracting Authority undertakes to finance a maximum of EUR 326 000; the final amount will be established in accordance with Articles 14 and 17 of Annex II.
- 3(3) Pursuant to Article 14.4 of Annex II, 7 % of the final amount of direct eligible costs of the Action to be reimbursed by the Contracting Authority to the Organisation in accordance with Articles 14 and 17 of Annex II, may be claimed by the Organisation as indirect costs.
- 3(4) Pursuant to Article 14.3 of Annex II, the Regulation under which this Agreement is financed excludes financing of taxes, including VAT.

Article 4 - Narrative and financial reporting and payment arrangements

- 4(1) Narrative and financial reports shall be produced in support of payment requests, in compliance with Articles 2 and 15.1 of Annex II.
- 4(2) Payment will be made in accordance with Article 15 of Annex II: of the options referred to in Article 15.1, the following will apply:

| | |
|---|----------------|
| Pre-financing | EUR 152,124.00 |
| Forecast pre-financing/ interim payments (subject to the provisions of Annex II) | EUR 146,707.00 |
| Forecast final payment (subject to the provisions of Annex II) | EUR 27,169.00 |

Article 5 - Contact addresses

Any communication relating to this Agreement shall be in writing, shall state the number and title of the Action, and shall use 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
38 Nino Chkheidze Street
0102 Tbilisi, Georgia

For the attention of Contracts and Finance Section

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

European Commission

European Union Delegation to Georgia
38 Nino Chkheidze Street
0102 Tbilisi, Georgia
For the attention of Operations Section

For the Organisation:

United Nations Development Programme (UNDP) Georgia
9 Eristavi Street
UN House
Tbilisi, Georgia

Article 6 - Annexes

6(1) The following documents are annexed to these Special Conditions and form an integral part of the Agreement:

- Annex I: Description of the Action
- Annex II: General Conditions applicable to European Union contribution agreements with international organisations
- Annex III: Budget for the Action
- Annex IV: Financial identification form
- Annex V: Standard request for payment

6(2) In the event of a conflict between the provisions of the present Special Conditions and any Annex thereto, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, the provisions of Annex II shall take precedence.

Done in Tbilisi in three originals in the English language, two for the Contracting Authority and one for the Organisation.

For the Organisation

Name *INITA PAULOVICA*

Position *RESIDENT REPRESENTATIVE*

Signature 

Date *17/08/2012*

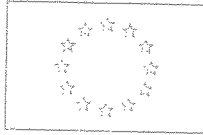
For the Contracting Authority

Name  Philip Dimitrov

Position Head of Delegation

Signature

Date *7/8/2012*



Contracting Authority: Delegation of the European Union to Georgia

Grant Application Form

| | |
|---|--|
| Title of the action: | Professional Media for Elections |
| Number and title of lot | |
| Location(s) of the action: | Georgia |
| Name of the applicant | United Nations Development Programme, Office in Georgia |
| Nationality of the applicant ¹ | N/A |

| | |
|--------------------------------|--|
| Dossier No | |
| <i>(for official use only)</i> | |

¹The statute must make it possible to ascertain that the organisation was set up by an act governed by the national law of the country concerned. In this respect, any legal entity whose statutes have been established in another country cannot be considered an eligible local organisation.

| | | |
|---------------------------------------|---|--|
| EuropeAid ID ² | N/A | |
| Legal status ³ | International Organization | |
| Partner(s) ⁴ | | |
| Total eligible cost of the action (A) | Amount requested from the Contracting Authority (B) | % of total eligible cost of action (B/Ax100) |
| [EUR 516,408] | [EUR 326,000] | 63.13 % |
| Total duration of the action: | 21 months | |

| | |
|---|---|
| Contact details for the purpose of this action: | |
| Postal address: | United Nations Development Programme, Country Office in Georgia. 9 Eristavi Str. Tbilisi, 0179, Georgia |
| Telephone number: Country code + city code + number | + 995 32 225 11 26 (Ext. 109) |
| Fax number: Country code + city code + number | + 995 32 225 02 71/72 |
| Contact person for this action: | Gigi Bregadze |
| Contact person's email address: | gigi.bregadze@undp.org |
| Website of the Organisation | www.undp.org ; www.undp.org.ge ; |

Any change in the addresses, phone numbers, fax numbers and in particular e-mail, must be notified in writing to the Contracting Authority. The Contracting Authority will not be held responsible in case it cannot contact an applicant.

To be inserted if the organisation is registered in PADOR. This number is allocated to an organisation which registers its data in PADOR. For more information and to register, please visit <http://ec.europa.eu/eurofund/businessservices/pador>

E.g. non-profit making, governmental body, international organisation

⁴ Add as many rows as partners.

TABLE OF CONTENTS

| | | |
|-------|--|----|
| 1. | DESCRIPTION | 4 |
| 1.1. | Title | 4 |
| 1.2. | Location(s)..... | 4 |
| 1.3. | Cost of the action and amount requested from the Contracting Authority | 4 |
| 1.4. | Summary (max 1 page)..... | 4 |
| 1.5. | Objectives (max 1 page)..... | 6 |
| 1.6. | Relevance of the action (max 3 pages) | 6 |
| 1.7. | Description of the action and its effectiveness (max 14 pages) | 9 |
| 1.8. | Methodology (max 4 pages)..... | 13 |
| 1.9. | Duration and indicative action plan for implementing the action | 17 |
| 1.10. | Sustainability (max 3 pages) | 17 |
| 1.11. | Logical framework..... | 19 |
| 2. | BUDGET FOR THE ACTION..... | 19 |
| 3. | EXPECTED SOURCES OF FUNDING..... | 19 |

FULL APPLICATION FORM

THE ACTION

| | |
|-------------------------------------|--------------------------------------|
| Reference of the Call for Proposals | |
| Title of the Call for Proposals | |
| Name of the applicant | United Nations Development Programme |
| N° of the proposal ⁵ | |
| N° of the Lot | |

DESCRIPTION

1.1. Title

PROFESSIONAL MEDIA FOR ELECTIONS

1.2. Location(s)

GEORGIA

1.3. Cost of the action and amount requested from the Contracting Authority

| Total cost of the action (A) | Amount requested from the Contracting Authority (B) | % of total eligible cost of action (B/Ax100) |
|------------------------------|---|--|
| [EUR 516,408] | [EUR 326,000] | 63.13 % |

1.4. Summary (max 1 page)

| | |
|------------------------------|---|
| Total duration of the action | 21 months |
| Objectives of the action | The overall objective of the project is to contribute to transparent, objective and balanced media environment during the Parliamentary and Presidential elections |

For restricted procedures only: the proposal number as allocated by the Contracting Authority and referred to the invitation at the time of the Concept Note opening and administrative check.

Page 2 of 10

| | |
|----------------------------------|--|
| | <p>Specific Objectives</p> <ol style="list-style-type: none"> 1. Public receives balanced and neutral information from media, including during the electoral period; 2. GPB becoming a more reliable and trusted source of information; 3. Media-related legislation improved. |
| Partner(s) | Georgian Public Broadcaster (GPB), Civil Society Organizations (CSOs), European Broadcasting Union (EBU) |
| Target group(s) ⁶ | Georgian Public Broadcaster (GPB) and other key selected media outlets (TV, print, radio and internet), Civil Society Organizations (CSOs), journalists and media professionals, general public |
| Final beneficiaries ⁷ | General Public; Georgian Public Broadcaster (GPB) and other media outlets; Civil Society Organizations (CSOs) |
| Estimated results | <p>For Objective 1 Non-biased and balanced coverage at TV, radio, print, and on-line media promoted through a comprehensive and qualified media monitoring and public discussions of the findings</p> <p>For Objective 2 Professionalism improved at the GPB ensuring an unbiased coverage, including during the elections.</p> <p>For Objective 3 The level playing field including the equal access to media promoted through the consideration and adoption of legislative amendments prepared by the media/elections working group</p> |
| Main activities | <p>For Objective 1</p> <ul style="list-style-type: none"> - Conduct media monitoring of the major media sources (TV, print, radio and internet) through 2012 and 2013 - Air the findings through a TV programme at the GPB 1st Channel - Ensure the participation of the civil society in the publicity of the findings <p>For Objective 2</p> <ul style="list-style-type: none"> - Support the public broadcaster in ensuring professional coverage of news and its internal monitoring - Support the broadcaster to accomplish its strategic priorities for 2012 through the assistance from the European Broadcasting Union (EBU) <p>For Objective 3</p> <ul style="list-style-type: none"> - Organize stakeholder meetings to ensure a comprehensive discussion of the media-related legislative amendments - Advocate for the consideration and adoption of the amendments |

⁶ "Target groups" are the groups/entities who will be directly positively affected by the project at the Project Purpose level. See paragraph 2.3 in Section II for the list.

⁷ "Final Beneficiaries" are those who will benefit from the project in the long term at the level of the society or sector at large.

1.5. Objectives (max 1 page)

The **overall objective** of the project is to contribute to transparent, objective and balanced media environment during the Parliamentary and Presidential elections. It will be achieved via three related **specific objectives** as per the above Summary (section 1.4). The underlying objective is to ensure continuity and build upon the previous project by EU and UNDP: "Development of Media Monitoring Capacities in Georgia".

Firstly, the provision of balanced and neutral information to the public by media will be promoted through the support to the media monitoring campaign. This will be ensured mainly through the provision of media monitoring prior, during and immediately after the upcoming national elections. This will also involve public discussions of the findings during specifically organized TV programme at the GPB. The informed dialogue involving representatives of Civil Society Organizations (CSOs) and media experts will be ensured with an aim to raise awareness of media professionals and general public as to what represents positive and negative media practices. Specific methodology and criteria will be established to monitor electoral broadcasts. Several CSOs will perform a quantitative and qualitative analysis of news, political and elections related talk shows and other programmes aired during prime-time. The information will include a range of indicators, such as: air time given to different candidates, frequency of mentioning, tone of coverage, equal treatment, "hate speech" and others. The indicators will be agreed upon in details between the EU, UNDP and the CSOs immediately prior to the actual start of the monitoring. The obtained statistical data will be presented during the TV programme and analysed and discussed by selected experts during the show. The project will encourage understanding of the role and duties of impartial and professional media in democracy. Before presenting and discussing the findings of the electoral media monitoring, several TV programmes will be dedicated to the publicity of the thematic monitoring findings accomplished through the previous EU/UNDP project on development of media monitoring capacities.

Secondly, the Georgian Public Broadcaster (GPB) will be supported to become a more reliable and trusted source of information. GPB will be further assisted in ensuring professional coverage and organizing internal monitoring of the news to ensure proper balance and objectivity, especially during the pre-electoral period. The support will be provided through international experts' advice. GPB will also be assisted in the implementation of selected priorities that are reflected in its Strategy for 2011-2015. The support will be primarily provided through the expert advice from the European Broadcasting Union (EBU).

Thirdly, the adoption of media-related legislative amendments developed by the group of local media experts within the previous EU/UNDP project will be advocated for, with an aim to ensure equal access to media in an electoral period.

1.6. Relevance of the action (max 3 pages)

Please provide the following information:

Provide a detailed presentation and analysis of the problems and their interrelation at all levels

Georgia is at the crossroads of sustaining the democratic reforms and an increased public apprehension with political temperatures rising in the run up to upcoming elections. It is critically important that the democratic transition towards free and fair state respecting rule of law and human rights is not compromised. Open, unbiased and balanced media certainly has a vital role in terms of promoting a level playing field among electoral subjects. Despite latest changes towards the transparency of media ownership, serious challenges remain in terms of limited media independence and objectivity hampering equal media access and fair coverage of political processes. This is particularly true in terms of news coverage and entertainment programmes.

Since the 2003 Rose Revolution, Georgia's media environment has changed from the existence of diverse, albeit unstructured viewpoints to one largely influenced by a few interests often aligned with political elites. Rather than acting as impartial information providers, media sources are often viewed as biased, serving interests of one or another political group⁸. Country's ranking with regard to media freedom and professionalism has consistently reflected the existing challenges. IREX Media Sustainability Index (MSI)⁹ assigned Georgia to the category of "unsustainable mixed system"¹⁰ with only 2% improvement since 2001. Notably, Ukraine demonstrated about 45% improvement the same period, while Kyrgyzstan, Tajikistan and Armenia show 30% rise. This reinforces the attempts of various stakeholders to continue working towards the development of media in the country.

With this in mind, EU-UNDP joint project, which ended on 25 January 2012, has been involved in awareness-raising of the population regarding media performance and strengthening the capacities of Georgian CSOs to monitor media, with indirect benefits to media freedom.

In the framework of this project the monitoring of media was undertaken during 2010 municipal elections with support and facilitation of the process of designing monitoring methodology and criteria. This promoted provision of reliable and independent data of the pre-electoral broadcasts of the selected TV stations from the point of view of their objectivity, content trends and balance of coverage. There is a general feeling among the population groups and political parties that TV coverage and time allocation is not equal for every candidate during campaigns, thus the collection and analysis of the reliable data was an important step to aid satisfaction of the client groups and eliminate confusion. The findings of the monitoring, namely those related to a) quantitative time allocation balance among political subjects; b) media reporting about usage of administrative resources; c) substance (i.e. electoral programmes, platforms and messages) vs. references to other non-substantive matters (i.e. personality characteristics, etc.) were later discussed by the representatives of the civil society and media experts during weekly TV shows, aired at GPB's 1st Channel. This helped informing the discussions on following subjects: political neutrality of journalists and their ability to reflect all important opinions across the political spectrum; the ability of journalists to set the agenda for news and the level of professional and neutral evaluation of the issues included in the news report; self-censorship; information flow; spin doctoring; black PR; propaganda; types of hidden advertisement; hate speech; etc. There have been mixed results among six monitored TV channels in terms of their interest to improve the news

⁸ Georgia Comprehensive Media Research: Summary Findings, Caucasus Research Resources Centers (CRRC), August-November 2009.

⁹ The MSI measures the strength and viability of country's media sector through the following components: freedom of speech, the quality of journalism, plurality of news, effectiveness of management, and the environment supporting freedom of the press.

¹⁰ Others' categories are: sustainable (with free up to 100 over 50), Near sustainable (with free up to 100, but below 50) and unsustainable.

coverage as a result of the monitoring process. However, GPB showed obvious improvements and its coverage during the monitoring period has been widely acknowledged as fairly neutral. With no measured evidences at hand, since then GPB attempts to sustain the trend.

Despite the important results in six weeks to promote effective public oversight and necessary dialogue regarding positive and negative aspects of media practices, further investments are crucial to have significant effect on the development of professional media coverage. While the EU/UNDP joint project has been able to introduce the monitoring practices as such, which is already a significant step forward, media monitoring field is not yet sufficiently developed. Reality is that media remains extremely polarized and the contrast is likely to rise further along with approaching elections. Hence, the possibility of increased unfair media coverage is also highly likely. It is crucially important to sustain the efforts and further raise the awareness of media outlets on the importance of objective and professional media coverage so that they can better function as neutral and fair mediators between the public and authorities, thus, encouraging public involvement in statehood building.

As noted above, GPB has been one of the subjects of earlier monitoring, which in fact proved the most balanced and objective TV channel of all. This has, however, been partially owing to various experts' advice and support provided to the GPB. The organization is particularly keen on further improving its performance to obtain unequivocal public trust and enhance its reputation as uncontested and non-biased public TV. To attain this, it is critical to ensure that the Strategy 2011 – 2015 developed with the assistance from European Broadcasting Union (EBU) as well as its internal news monitoring standards is rigorously followed.

It is also vitally important to promote media legislation, which would ensure equal access to media, especially in the electoral period. Within EU/UNDP project, the group of reputable local media experts, guided by various reports and recommendations including those from the Venice Commission, OSCE/ODIHR, etc., has already developed a set of draft legislative amendments that should enhance the media environment and stimulate a level playing field prior to the upcoming elections. The work of the group was also actively informed through a comparative analysis of international legislation as well as the expert advice from a distinguished media professional with extensive knowledge of the situation on the ground. As noted during the Ambassadorial Working Group meeting of 16 December 2011, the package of amendments address a full spectrum of problems within media such as: lack of pre-election political debates, lack of media monitoring standards, unusually high rates for paid political advertisement, strong influence over media outlets and monopolization of advertisement market, challenges of broadcasting in the regions, blurred lines between agitation and news coverage, reporting standards, licensing rights, conflict of interests, access to public information and others. Thus, it is essential to ensure effective dialogue with a purpose to reflect the agreements into the Law on Broadcasting. While a broad-based involvement and support to the draft amendments was ensured with various stakeholders including media representatives, CSOs, political parties, etc., the changes certainly require the support from key decision-makers. Thus, the process of advocacy of the prepared amendments would be crucial to ensure a fair and equitable coverage of the Parliamentary and Presidential elections by various media outlets.

Identify clearly the specific problems to be addressed by the action and the perceived needs and constraints of the target groups

The EU policy documents and instruments - such as the Convention for the Protection of Human Rights and Fundamental Freedoms; Charter of Fundamental Rights of the European

Union; European Instrument for Democracy and Human Rights (EIDHR) Strategy Paper 2011 - 2013, European Neighbourhood Policy (ENP) Action Plan on Georgia; etc. - refer to the need of ensuring freedom of the media in the context of human rights and fundamental freedoms. It encourages proper implementation of the broadcasting legislation and ensuring freedom of speech and expression. It calls for promoting exchange of views and bringing legislation in full compliance with European standards with a view to future participation in international instruments of regulatory framework, including the progressive approximation with the EU framework.

Current proposal addresses key issues related to the above through addressing the media challenges from multiple perspectives in the run up to the coming elections of 2012 and 2013. The proposed activities include strengthening the media monitoring practices and publicising the findings through a TV Programme, improving the professional capacities of the GPB and enhancing the legislative framework to ensure equal access to media. In fact, this is believed to contribute to equal access to the media for all political subjects during the election campaign.

Demonstrate the relevance of the action to the needs and constraints of the target country (ies) or region(s) in general and to the target groups/final beneficiaries in particular and how the action will provide the desired solutions, in particular for the targeted beneficiaries

While disputes over the media coverage of different candidates during the election campaign are an underlying cause of constant argumentation, the proposed action should enhance the credibility of media and strengthen the foundation for a stable democracy. It should improve dialogue, understanding and agreement among the target and beneficiary groups. The increased knowledge among the stakeholders of the media's strengths and weaknesses will contribute to the improvement of professional standards.

1.7. Description of the action and its effectiveness (max 14 pages)

1.7.1 Expected results of the action will be as follows:

Please refer to the Section 1.4 Summary

Below is the rationale behind the results:

Within the **Objective 1**, the provision of proper media monitoring and the publicity of its findings should sensitize various media sources including TV, radio, print, and on-line media, towards the need of ensuring non-biased and balanced coverage. The findings, to be discussed during the TV Show at the GPB's 1st Channel, are meant to facilitate open discussion among the CSOs as well as the specialized and media experts regarding various themes. This should help identify and correct biased tendencies. It should also stimulate further public debates as a necessary pre-requisite for democratic processes.

The CSOs that will perform pre-elections monitoring of the relevant media sources will be identified from the pool of organizations the capacities of which were built under previous EU-UNDP project. The CSOs will both perform the monitoring and be involved in the thematic debates. They will be able to independently apply various tools of media monitoring as well as produce and disseminate professional assessments of the media. All seven CSOs commissioned to conduct thematic media monitoring on eleven topics (please refer to the

Annex 3) under the previous EU/UNDP project will participate at the initial phase of the debates. While the initial discussions, planned for April-May 2012, will focus on the monitoring findings that will be already available by the time of initiation of the relevant TV programme, later the focus will shift towards the electoral theme as it will be increasingly becoming the subject of primary public interest. For that purpose, new electoral monitoring will be initiated in May and the relevant findings will continue to be discussed in the GPB studio through a special TV programme "Media-Monitor". The modalities of the TV programme will be based on the earlier successful cooperation between the GPB and EU/UNDP and new features will be added, as mentioned below.

The early start of the monitoring will signal various media sources to get better prepared for an objective coverage of elections of 2012 and 2013. In other words, those media sources will have enough time prior to elections to take care of the neutrality and balance in their coverage. This also underlines the fact that the media monitoring is provided as a preventive measure rather than the tool to necessarily criticize Georgian media. The advance preparatory period is also important for the public to get better familiarised with the idea of media monitoring and critically analyse various media practices.

Each programme will be devoted to the discussions on one or two themes, and will depend on the amount of data under discussion. The representative from the respective CSOs will present the key findings and invite relevant civil society or media experts to further discuss it. It is envisaged to have one representative from the responsible CSO and two independent experts to discuss the presented topic(s) and data. Considering the lessons learned from the previous project, the number of diagrams/charts on a TV screen will be limited to focus only on key ones, not to overload the viewer and leave enough time for the discussion. The TV show will run in prime time and without conflicting with high rating popular programmes on other channels. The anchor from GPB will moderate the discussion in the capacity of facilitator and time keeper. The TV programme will be interactive as it will be placed online (at GPB website at a minimum) allowing audience to provide feedback.

Please see the detailed schedule of the planned TV programme including the results communication plan attached as an Annex 4.

All four CSOs will have a common list of subjects of media monitoring. Please see the document reflecting the subjects of the Media Monitoring attached as an Annex 5. It should, however, be noted that this is a living document and the subjects may be added or removed during the monitoring process. While those included in the attached list will be monitored starting from May 2012, the list may actually change within the field of political parties when they will be officially registered for the elections, i.e. about 45 days in advance to the election day. From this date onwards, the new wave of monitoring will be performed.

In addition to the above, the project will also facilitate the creation of an interactive and easily accessible information platform for sharing a complete package of information related to media monitoring reports. As there is no statistical data or alternative monitoring data available, this platform will give the opportunity for various interested stakeholders - Georgian public, media, authorities, CSOs, international organizations as well as all other interested players abroad - to view the results and make conclusions about the media situation in the country. The platform should allow the stakeholders to track appropriate tendencies in

Georgian media. “42 Gradusi”, a 2010 Red Dot¹¹ design award winning full service digital marketing company based in Tbilisi, will be contracted to design a platform.

To ensure the integrity and accuracy of the platform, it will be administered by UNDP. The platform will have a mechanism to count number of unique visitors and frequency of visits. The moderated social network could also be monitored in terms of frequency of references to the monitoring results placed at the platform.

Also, UNDP county office, at its own cost, will hire a moderator who will be responsible for compiling public feedback and stimulating further discussions. Facebook and Twitter will be used for various updates and references. The proposed platform will complement the information used through the existing social networks by representing an easy and user-friendly reference point for fresh results. Cross-referencing will be ensured by placing appropriate links both at the social networks and at the platform. It will allow the viewer to see the weekly data provided by the CSOs. It will also provide an opportunity to self-generate results through filtering data of one’s own interest.

The proposed platform will promote the concept of media monitoring among local and international stakeholders. This should contribute to the achievement of its overall objective of fostering transparent, objective and balanced media environment during the Parliamentary (and later, during Presidential) elections. Through raising the profile of the project, the platform will expose about 40 Georgian media outlets to the increased public attention and subsequent debates. With predominantly EU-funding, UNDP also implements an electoral project for the same national elections and the information provided through the platform could be used as an important additional source of information regarding the electoral environment in the country.

Within the **Objective 2**, GPB will be provided with further assistance for improving its professionalism and ensuring unbiased coverage, especially prior to the elections. As a public station receiving state financing from tax revenues, GPB has special responsibilities including in meeting highest standards of objectivity and quality reporting. This involves a fair coverage of the election campaign with all the qualified parties and candidates to receive equal treatment in terms of both tone and content in the news as well as in the current affairs programmes.

For that purpose, close oversight and guidance will be provided to GPB on professional coverage including while internal monitoring of the news and other programmes. One expert will be placed within the news room to ensure on-job mentoring as well as accompanying the TV crew while interviewing respondents and preparing footages. The other one will be responsible for supporting the internal group of trained specialists responsible for effective internal monitoring with a purpose to ensure objective and balanced news coverage. The experts will provide recommendations to the mid-level managers as well as to the top management and the board of trustees.

In addition, four EBU experts (key expert, financial, HR and technical experts) will be invited to perform a high-quality oversight for the effective implementation of the GPB Strategy 2011 – 2015. The experts will also assist in terms of the actual implementation and provide corrective recommendations to strategy based on their observations. This will ensure an

¹¹ For more information regarding the Red Dot and its Design Award, please refer to the following links: <http://www.red-dot.org/> & <http://www.kipster.org/award/2010/>

effective follow up to the tasks set in the Strategy and provide with enough certainty to fulfilling those so that the investment in the project is optimized and upgraded. As the implementation of the Strategy is planned through several phases, the provision of consultancy services will be important at the key periods of Strategy implementation.

Within the Objective 3, the level playing field during the electoral period will be promoted through supporting the advocacy efforts on election-related legislative amendments prepared by the media/elections working group. Several stakeholder meetings and roundtables will be organized to ensure greater ownership of the product by the interested parties. The amendments expected within the law on broadcasting, should promote equal access to media with revised provisions regulating fair access to free air time, prices of paid political advertisement drawing line between agitation and news, preventing hidden advertisement, institutionalization of political debates among electoral subjects, etc.

1.7.2 Proposed activities and their effectiveness (max 9 pages)

The proposed activities are as follows:

Within the Objective 1

- The action will facilitate the process of designing methodology and criteria to support the production of the reliable and independent data of the electoral broadcasts of the selected TV stations, print media, radio and online publications. The presented data will meet the international standards and good media monitoring practices. It will contribute towards improved media monitoring framework and recognition of the relevant standards of coverage by major players.
- The news coverage will be analysed and evaluated based on standards agreed with the selected CSOs. The qualitative monitoring of political and elections related talk shows aired during prime time will also be conducted on 7 major TV Channels according to the following components: role and interference of the journalist, attitude towards the guest, hate speech, etc. Where feasible, other key popular programmes such as political debates and talk shows may be included to ensure an objective picture. These programmes will be assessed from the point of view of their objectivity, content trends and balance of coverage.
- The findings will be presented by the monitoring organizations and discussed by experts during weekly TV shows throughout 2012 and 2013 and in a roundtable format with regards to a) quantitative balance among political subjects, b) political neutrality of journalists and their ability to reflect all important opinions across the political spectrum (content analysis), c) whether and how the politicians in power are using administrative resources during the pre-election period, d) types of hidden advertisement, e) ability of journalists to set the agenda for news and the level of professional and neutral evaluation of the issues included in the news report.
- The regular discussions will provide broadcasting companies with the necessary analysis of the coverage on various topics including electoral issues and provide them with a better understanding of the gaps and ways to overcome them in the interests of becoming more impartial and professional.
- UNDP will ensure the broadest possible involvement of the stakeholders in the ongoing processes.

Within the Objective 2

- The action will support the public broadcaster in ensuring the neutral coverage of news and provide its internal monitoring through an international expertise. More specifically, international experts will provide on-job mentoring; accompany the TV crew while interviewing respondents and preparing footages; support the internal group of trained specialists responsible for effective internal monitoring with a purpose to ensure objective and balanced news coverage. The special unit might be created within the GPB responsible for observing the correct balance and objectivity in the news and current affairs.
- GPB will also be supported in accomplishing its strategic priorities for 2012 through the assistance from the European Broadcasting Union (EBU). The company will assist in the actual implementation of the priorities and provide corrective recommendations to strategy based on their observations. The development of financial, HR and technical capacities will be paid particular attention.

Within the Objective 3

- Several stakeholder meetings and roundtables will be organized to ensure the discussion of the proposed legislative amendments with key stakeholders and opinion leaders. The debates will promote building consensus around the rules and procedures proposed with an aim to ensure equal access to media. The increased ownership of the product by interested parties to be promoted through such discussions should also provide greater legitimacy to the amendments.
- The follow up discussion of the amendments with relevant law-makers will be promoted with an aim of advocating for their adoption.

1.8. Methodology (max 4 pages)

1.8.1 Methods of implementation and reasons for the proposed methodology;

The project draws heavily on the lessons learned from previous EU/UNDP project on media capacities. While the previously applied six weeks of media monitoring during the municipal elections proved enough to fully mobilize the attention of the public broadcaster, it had mixed effects with other private TV companies. Thus, commencing the monitoring with the wider scope (involving radio and online media in addition to the TV and press) and well in advance, i.e. at least six months prior to the elections (based on international good practice), should provide for enough notice to the monitored media sources availing them with an opportunity to improve the coverage. This underlines the fact, that the monitoring will be launched for the preventive purposes rather than necessarily criticizing the media. Publicly debating on the quantitative and qualitative findings of the monitoring, as well as discussing about various media techniques (such as information flow; spin doctoring; black PR; propaganda; types of hidden advertisement; hate speech, etc.) should also inform public further regarding the methods used for the manipulation with the public opinion. This should increase the demand for the objective coverage thereby influencing the supply side.

While all the media outlets will be treated equally during the monitoring as well during the provision of any assistance within the project, GPB will be placed under particular attention as it represents the public station, belonging to all the people, which should aim to serve all of its citizens. Being funded through the public tax revenues, it imposes special responsibilities on it

requiring managing public funds with a high level of transparency and accountability. GPB's broadcast output is covered by an internal Code of Conduct, which applies to all staff and with which all staff should be familiar. Central to this Code are notions of accuracy, balance and political impartiality. This calls for the impartiality of its news bulletin to be the most watched and trusted news source in Georgia. Thus, in order to attain this, project will heavily draw on the international expertise and good practices. The esteemed and reputable experts will work with the GPB at all levels to upgrade its professionalism and instil durable capacities for neutral and unbiased broadcasting. Thus, the improved internal news monitoring skills within the organization should result in a clean record during and, ideally, beyond the monitoring period. To strengthen the progress, the EBU experts will ensure the development and effective oversight of the important directions as identified within GPB's 2011-2015 Strategy. Thus, EBU will assist GPB both with implementation of the strategic directions as well as with providing corrective course of actions based on their observations during the planned three visits - two prior to and one immediately after the parliamentary elections.

In addition to the provision of the above assistance at individual and institutional levels, the third pillar of the transparent and objective media environment is certainly proper legislation with no gaps in terms of discrimination between the electoral subjects. Clarity of the agreed rules is one of the important necessary pre-requisites for actually following those rules. Thus, the attention of respected local media experts and professionals will be mobilized and their feedback sought and considered prior to presenting the amendments to the decision-making circles. This would guarantee the smoother enabling environment for equal access to media during the electoral period.

The project will be implemented under Direct Implementation Modality in accordance with UNDP rules and regulations as contained in the UNDP Programme and Operations Policies and Procedures.

UNDP's role will be assuring implementation of and coherence between agreed activities towards achievement of identified results. UNDP will ensure that activities are implemented in conformity with agreed principles, budget, work plan and in line with UNDP rules and regulations.

UNDP will assign coordination of project activities to Project Management team. The team will consist of the Project Manager/Media Analyst and Administration/Finance Assistant. The day to day management will be conducted by the project team, which will have several functions, such as:

- Contributing to the development of professional and high-quality substantive documents within the project;
- Serving as a resource and advise UNDP and EU on the challenges and solutions in relation to media development;
- Extend professional and substantive advise and consultations to national partners and international stakeholders working with media;
- Analyse complex data professionally and process it as per project requirements;
- Monitoring of all project activities and ensuring application of UNDP rules/procedures during implementation;
- Proposing corrective actions where/if needed;
- Ensuring timely and accurate reporting to UNDP and EU;
- Being responsible for logistical arrangements related to the project implementation.

The Project Manager/Media Analyst will report to UNDP Programme Analyst in the field of Democratic Governance on all developments of the project. UNDP Programme Analyst will provide quality assurance. Disbursement of funds for the project related activities will be subject to UNDP authorization. Contracting of personnel/procurement will be conducted according to the rules and regulations of UNDP.

The experts for the project will be drawn on as-needed basis in accordance with UNDP rules and regulations. The implementation strategy will undergo permanent monitoring to ensure that the scheduled activities remain in line with the overall and specific objectives of the project and reflect the changing priorities.

1.8.2 Where the action is the prolongation of a previous action, explain how the action is intended to build on the results of this previous action

The action is a prolongation of previous EU/UNDP project as it very much builds on the activities implemented within that project. However, the current action proposes a wider scope of media monitoring including not only TV and print media, but radio and on-line media as well. The media monitoring skills and methods provided to CSOs within the previous project will be applied and utilized more intensively in the proposed action. This action will further develop skills of the GPB in internal monitoring of news and will introduce an activity on oversight of the GPB strategy implementation as deemed crucial during the previous project. The action will also advocate for the adoption of the legislative amendments prepared within the previous project. This approach will give the possibility to build on the strengths and address weaknesses while at the same time maintaining the project cohesiveness.

1.8.3 Procedures for follow up and internal/external evaluation;

Monitoring, evaluation and reporting will be the responsibility of UNDP and its Project staff. The implementation team will agree the relevant indicators against which to monitor project progress and measure impact. The work plan will be produced setting output targets and detailing activities to reach these targets.

Progress reports – biannual (the first one due after 6 months of implementation) and annual (e.g. final) will be produced by the Project staff and approved by UNDP for presentation to the Donor and the Project Board that will be established within the action. The progress reports will reflect progress towards results, factors contributing to or impeding achievement of results, lessons learned and the financial status.

The final report will be prepared by the end of the implementation period and will be submitted to the donor as per the donor reporting requirements. The report will include an assessment and analysis of project performance over the reporting period including outputs, constraints, lessons learned and recommendations for avoiding key problems in future projects. All reporting procedures as per UNDP and EU requirements will be followed.

1.8.4 The role and participation of the various actors and stakeholders

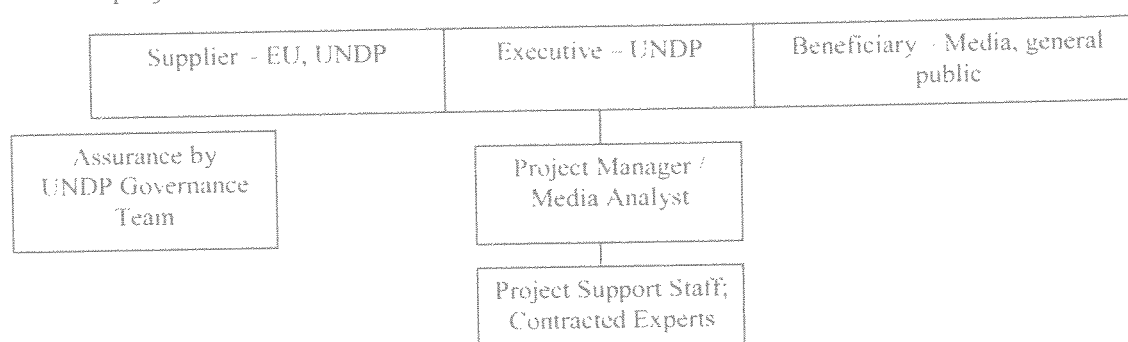
The project will be characterised by active involvement of public broadcaster, civil society organizations and individual experts. All stakeholders will be invited to actively contribute to the programme implementation, and thus relevant steps will be taken to promote broad based ownership of the programme achievements by the beneficiaries.

1.8.5 The organisational structure and the team

The project will be implemented under Direct Implementation Modality (DIM) in accordance with UNDP rules and regulations. UNDP will be responsible for the achievement of results and the use of resources. As such, it will bear the overall accountability for delivering the project in accordance with its applicable regulations, rules, policies and procedures (ref.: UNDP Programme and Operations Policies and Procedures). As per UNDP's Financial Regulations and Rules, the following general principles will be given due consideration while executing procurement in connection with the project: Best Value for Money; Fairness, Integrity & Transparency and Effective Competition.

Project assurance will be provided by the UNDP Georgia Programme Analyst in the field of Governance.

The basic project structure is the following:



The Project Manager / Media Analyst will be in charge of requesting funds to cover project-related expenses. In the absence of the Manager, the designated person will take over relevant functions. Official summary records of all transactions will be provided by UNDP to the Manager, who will in turn be responsible for keeping comprehensive relevant records.

1.8.6 The main means proposed for the implementation of the action (equipment, materials, and supplies to be acquired or rented);

The project will pay only a share of the rental costs from the office space where other UNDP projects are also located. This decreases the rental costs and saves funds for programming activities. The project will transfer some of the equipment and furniture from the previous UNDP projects. Thus, no purchase of furniture or equipment is planned within this action.

The project will have a vehicle transferred from other UNDP project and only the maintenance and fuel costs will be borne. The project will cover staff communication costs (telephone/internet) and other required expenditures.

1.8.7 The attitudes of all stakeholders towards the action in general and the activities in particular;

The proposed initiative has been discussed with a different level of details with the national and international stakeholders including (but not limited to) with US Embassy, USAID,

Council of Europe (CoE), European Broadcasting Union (EBU), Georgian Public Broadcaster (GPB), the group of lawyers and media experts working on the election-related media legislation within the previous EU/UNDP project as well as before, the representatives of the Civil Society whose media monitoring capacities were built within the previous project. The plans were communicated to almost all missions accredited to Georgia through the Ambassadorial Working Group (AWG) meeting, also with other international and local stakeholders attending the Technical Working Group (TWG) on elections, which is co-chaired by EU and UNDP. Overall, there is a positive attitude towards the proposed project from all concerned parties. The stakeholders see the enormous value of the initiative as so far there have been only limited investments made towards conducting the comprehensive and qualified media monitoring including its publicity.

Various forums were also used to actually coordinate the efforts, e.g. the CoE have dropped their plans for similar monitoring. Also, USAID may opt for assisting the project on monitoring of pre-electoral advertisements in particular.

EU and UNDP's facilitation in building consensus with regard to promoting fair and impartial media, as a basis for a consolidated democracy, is also appreciated by the concerned stakeholders as the organizations stand as neutral parties to the process. EU and UNDP will serve as active facilitators and involve all available resources to reach consensus with all stakeholders.

The established reputation of the organizations in front of representatives of civil society, media, other organizations and public in general, will be used for the benefit of the proposed project and will guarantee close involvement of these stakeholders in the processes.

EU and UNDP have established positive working relations with international partners within and outside of the project scope.

1.9. Duration and indicative action plan for implementing the action

The duration of the action will be 21 months

| Year One/ Activity | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|--|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|
| Media monitoring of pre-election campaign (TV, print, radio and internet publications) | | X | X | X | X | X | X | X | | | | |
| Publicity of the elections media monitoring | X | X | X | X | X | X | X | X | X | X | X | X |
| Support to GPB professional coverage and internal monitoring | | | X | | | X | | | | | | |
| GPB strategy oversight | | | | | | | | X | | | X | |
| Advocacy on legal amendments | X | X | X | | | | | | | | | |

| Year Two/ Activity | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|--|---|---|---|---|---|---|---|---|---|----|----|----|
| Media monitoring of pre-election campaign (TV, print, radio and internet publications) | | X | X | X | X | X | X | X | | | | |
| GPB strategy oversight | | X | | | | | | | | | | |
| Publicity of the elections media monitoring | X | X | X | X | X | X | X | X | X | | | |

1.10. Sustainability (max 3 pages)

1.10.1 Risks and Assumptions

There are a number of preconditions to be met for the project to be implemented in a consistent and effective manner. Unfortunately, the major precondition – a political stability is outside of the immediate EU or UNDP influence. However, the project in general serves the purpose of promoting the stability in the medium - and longer-term perspective.

Given the changing environment in the country, it will be essential for the project to respond quickly to the emerging needs and maintain overall flexibility in implementation, including in the situation if early elections are appointed. In such a case, UNDP will react immediately to reschedule actions under the project. This may involve decreasing the period of (or postponing) the discussions on other themes and immediately turning only to the electoral monitoring.

Even though EU and UNDP are well positioned to maintain control over the project, in an unstable environment a number of circumstances may hinder effective implementation. This risk will be decreased by facilitating dialogue in a neutral manner, as well as by enhanced involvement of all stakeholders in the process.

During the previous project, number of developments such as 26 May 2011 (the celebration of the Independence Day) events and the arrest of several photographers on spying charges influenced the overall public life including proper operations of media and civil society and consequently delaying the project activities. Unfortunately, in the situations like this the options and contingency scenarios are extremely limited. However, provided that the project staff and the hired experts are not affected, the project may opt for intensifying the monitoring by covering the prime-time and the day time news as well as other relevant programmes in the TV. The scopes for the monitoring in the rest of the media sources may also be amplified along with intensifying the discussions and communication with public.

The extent of cooperation with the GPB and CSOs will also define the success of the project. Therefore another important precondition is the confidence of all stakeholders into this process and their willingness to cooperate. The record of past cooperation with these organizations provides confidence that the risks will be minimized. It is also possible that neutrality of the local experts is compromised in the eyes of certain groups of society. For that purpose, the selection of experts will be based on the objective criteria and with the involvement of wide group of project stakeholders.

One of the key assumptions to make the project effective rests with the commitment of the GPB top management as well as the mid-level management to carry out their responsibilities in a timely and consistent manner. An established cooperation with the GPB reinforces the expectation that a successful cooperation practice of the past will continue.

Lastly, there are chances that if a political temperature goes too high, the objective and neutral discussions may at times turn into heated political debates. Such risks will be decreased through extensive meetings with the participants of the TV programme prior to airing the findings.

1.10.3 Sustainability of the proposed action

Ensuring sustainability of the initiative will remain the highest priority for UNDP. The experience and lessons learned of the previous interventions will feed into the sustainability strategy of this project.

The project will aim at sustaining the results and products through its focus on capacity building/development of the GPB and CSOs. The provided knowledge on media techniques and practices will remain within the public at large. At the same time, the CSOs will be used as a resource for future media monitoring as well as for the knowledge transfer to other (e.g. regional) organizations. It is expected that as a result of the project interventions, the CSOs will be able to generate additional financial resources from other donors.

The legislative amendments to the law on broadcasting will remain as one of the strongest pre-requisites for greater media access and sustainability.

The project will make sure that its activities and interventions promote gender equality and the empowerment of women. To this effect, close attention will be paid to ensuring that women are pro-actively involved in the development and implementation of the project activities, equally benefit from the results, are fairly represented in different consultative processes and discussions, and that qualified female experts are recruited where possible. Additionally, gender-segregated data would be collected/presented where applicable.

1.11. Logical framework

ENCLOSED (ANNEX 1)

2. BUDGET FOR THE ACTION

ENCLOSED (ANNEX 2)

EXPECTED SOURCES OF FUNDING

ENCLOSED (ANNEX 3)

ANNEX 1 TO THE PROPOSAL "PROFESSIONAL MEDIA FOR ELECTIONS" - LOGICAL FRAMEWORK

| Intervention logic | Objectively verifiable indicators of achievement | Sources and means of verification | Assumptions |
|---|--|--|---|
| <p>1. A more balanced and neutral coverage of the elections compared to previous years.</p> | <p>More balanced and neutral coverage of the elections compared to previous years.</p> | <p>Opinion Reports from the project experts</p> | <p>Political stability in the country</p> |
| <p>2. Improved coverage and professionalism of the public broadcaster</p> | <p>Improved coverage and professionalism of the public broadcaster</p> | <p>Results of the public opinion polls and reports provided by the reputable organizations</p> | <p>Non-interference of politicians in the editorial decisions of the media outlets</p> |
| <p>3. Improved media environment as a result of adopted amendments to media legislation</p> | <p>Improved media environment as a result of adopted amendments to media legislation</p> | <p>Observations of the civil society organizations' surveys</p> | <p>Continued commitment of media to pursue fair coverage especially during the electoral period</p> |
| <p>4. Media performance as per the quantitative as well as qualitative reports</p> | <p>Media performance as per the quantitative as well as qualitative reports</p> | <p>Quantitative reports from the relevant CSOs. Various opinions CSO reports</p> | <p>Outlets to present reliable independent and neutral information</p> |
| <p>5. Public attitude and perceptions as per surveys, rating of the public broadcaster</p> | <p>Public attitude and perceptions as per surveys, rating of the public broadcaster</p> | <p>Internal assessments by the CPB Board of Trustees, assessments by the internal monitoring experts and European Broadcasting Union. Reports from local CSOs</p> | <p>Continued commitment of the CPB Board of Trustees and the management to improve the professionalism and coverage</p> |
| <p>6. Amended laws</p> | <p>Amended laws</p> | <p>Parliamentary records</p> | <p>Commitment of the Government to improve legislation and harmonize it to the international standards</p> |
| <p>7. Action achieves the expected results</p> | <p>Action achieves the expected results</p> | <p>Parliamentary records</p> | <p>Commitment of the Government to improve legislation and harmonize it to the international standards</p> |
| <p>8. Media coverage becomes more objective, 2 Journalists are increasingly free from bias and provide the information based on verified facts, 3 The practice of reporting balanced and neutral information becomes common</p> | <p>Media coverage becomes more objective, 2 Journalists are increasingly free from bias and provide the information based on verified facts, 3 The practice of reporting balanced and neutral information becomes common</p> | <p>Various international including OSCE, ODIHR, and local reports on media performance during elections. Reports by Media and of Media Experts and civil society</p> | <p>Increased public confidence in media as a result of planned improvements, stable environment</p> |
| <p>9. Parliamentary and Presidential elections conducted with quality information and fair media coverage</p> | <p>Parliamentary and Presidential elections conducted with quality information and fair media coverage</p> | <p>Internal assessments by the CPB Board of Trustees, assessments by the internal monitoring experts and European Broadcasting Union. Reports from local CSOs</p> | <p>Increased public confidence in public broadcaster as a result of planned improvements, stable environment</p> |
| <p>10. CPB's improved media coverage</p> | <p>CPB's improved media coverage</p> | <p>Internal assessments by the CPB Board of Trustees, assessments by the internal monitoring experts and European Broadcasting Union. Reports from local CSOs</p> | <p>Increased public confidence in public broadcaster as a result of planned improvements, stable environment</p> |

| | | |
|---|---|---|
| <p>Legislative amendments prepared by the media elections and the media elections adopted by the Parliament</p> | <p>Amended Laws</p> | <p>Continued commitment of the GPB Board of Trustees and the management to improve</p> <p>Commitment of the Government to improve legislation and harmonize it to the international standards</p> |
| <p>Legislative amendments prepared by the media elections and the media elections adopted by the Parliament</p> | <p>Means:</p> <p>What are the means required to implement these activities, e.g. personnel, equipment, training, studies, supplies, operational facilities, etc.</p> | <p>What are the main costs? How are they classified? Breakdown in the Budget for the Activity</p> <p>What conditions are required before the action starts?</p> <p>What conditions outside the beneficiary's direct control have to be met for the implementation of the planned activities?</p> |
| <p>Legislative amendments prepared by the media elections and the media elections adopted by the Parliament</p> | <p>Human resources (in house and consultancy) Services of CSOs and Companies Audiovisual production equipment Participation of the civil society on the publicity of the findings</p> | <p>Willingness to listen to the quality and neutral information. Confidence of public in the expert opinions</p> |
| <p>Legislative amendments prepared by the media elections and the media elections adopted by the Parliament</p> | <p>Human resources (in house and consultancy) Services of CSOs and Companies Audiovisual production equipment Participation of the civil society on the publicity of the findings</p> | <p>Continued commitment of the GPB Board of Trustees and the management to improve stable environment</p> <p>Continued commitment of the GPB Board of Trustees and the EBU management to cooperate for the accomplishment of the 2011-2015 strategic priorities</p> <p>Effective cooperation with stakeholders and their involvement in the process</p> |
| <p>Legislative amendments prepared by the media elections and the media elections adopted by the Parliament</p> | <p>Human resources (in house and consultancy) Services of CSOs and Companies Audiovisual production equipment Participation of the civil society on the publicity of the findings</p> | <p>Continued commitment of the GPB Board of Trustees and the management to improve stable environment</p> <p>Continued commitment of the GPB Board of Trustees and the EBU management to cooperate for the accomplishment of the 2011-2015 strategic priorities</p> <p>Effective cooperation with stakeholders and their involvement in the process</p> |

Annex 2 to the Proposal "Professional Media for Elections"

Civil Society Organizations, topics of monitoring and monitored media within EU/UNDP Joint project on Media (the project end: 25 January 2012):

1. Caucasus Research Resource Center (CRRC)

Topic: Judiciary System

Monitored Media:

1. Imedi
2. Maestro
3. Kviris Palitra

2. Civil Society Institute (CSI)

Topics: Civil Society Participation & Local Governance

Monitored Media:

1. Newspaper "24 saati"
2. Newspaper "Rezonansi"
3. Newspaper "Chemi Kobuleti"
4. Newspaper "Adjara PS"
5. Newspaper "Batumelebi"
6. Newspaper "Adjara"
7. Newspaper "Guria News"
8. Newspaper "Guriis Moambe"
9. Magazine "Zugdidelebi"
10. Newspaper "Zugdidi"
11. Newspaper "Egrisis Matsne"
12. Newspaper "Kolkhuri Versia"

3. Human Rights Center

Topics: Human Rights & Environment Protection

Monitored Media:

1. Akhali Taoba
2. Rezonansi
3. Alia
4. Georgian Public Broadcaster

4. International Society for Fair Elections and Democracy (ISFED)

Topic: Elections

Monitored Media:

1. Georgian Public Broadcaster
2. Second channel
3. Rustavi 2
4. Imedi

5. Maestro
6. Kavkasia

5. Internews Georgia

Topics: IDPs & Gender-based Violence

Monitored Media:

For IDPs

1. Georgian Public Broadcaster
2. Rustavi 2
3. Imedi
4. Maestro
5. Kavkasia

For Gender based Violence

1. Akhali Taoba
2. Alia
3. Kviris Kronika
4. Kviris Palitra
5. Versia
6. 24 Hours
7. Resonansi
8. Asaval-Dasavali
9. Batumelebi
10. Prime-Time

6. Civic Development Institute (CDI)

Topics: People with disabilities & Child Crime

Monitored Media:

1. Georgian Public Broadcaster
2. Rustavi 2
3. Imedi
4. Maestro
5. Kavkasia

7. Georgian Institute of Public Affairs (GIPA)

Topics: Social issues & Minorities

Monitored Media:

1. Georgian Public Broadcaster
2. Rustavi 2
3. Imedi
4. Maestro
5. Kavkasia
6. Rezonansi
7. Akhali Taoba
8. 24 Hours (24.თბილისი)

2012 Media Monitoring Results Communication Plan (Annex 3 to “Professional Media for Elections”)

1. TV – CRRC

Monitoring period: **Fri, 11 May – Thu, 31 May**
Information to be provided: **Fri, 8 June, 17.00 hrs.**
TV preparation meeting: **Mon, 11 June, 10.30 hrs.**
TV programme recording: **Mon, 11 June, 18.00 hrs.**¹

2. Radio – Internews

Monitoring period: **Fri, 11 May – Tue, 12 June**
Information to be provided: **Thu, 14 June, 17.00 hrs.**
TV preparation meeting: **Mon, 18 June, 10.30 hrs.**
TV programme recording: **Mon, 18 June, 18.00 hrs.**²

3. TV – CRRC

Monitoring period: **Fri, 1 June – Mon, 18 June**
Information to be provided: **Thu, 21 June, 17.00 hrs.**
TV preparation meeting: **Mon, 25 June, 11.00 hrs.**
TV programme recording: **Mon, 25 June, 23.30 hrs.**

4. Online – GIPA

Monitoring period: **Fri, 11 May – Mon, 25 June**
Information to be provided: **Thu, 28 June, 17.00 hrs.**
TV preparation meeting: **Mon, 2 July, 11.00 hrs.**
TV programme recording: **Mon, 2 July, 23.30 hrs.**

5. TV – CRRC

Monitoring period: **Tue, 19 June – Mon, 2 July**
Information to be provided: **Thu, 5 July, 17.00 hrs.**
TV preparation meeting: **Mon, 9 July, 11.00 hrs.**
TV programme recording: **Mon, 9 July, 23.30 hrs.**

6. Press – ISFED

Monitoring period: **Fri, 11 May – Mon, 9 July**
Information to be provided: **Thu, 12 July, 17.00 hrs.**
TV preparation meeting: **Mon, 16 July, 11.00 hrs.**
TV programme recording: **Mon, 16 July, 23.30 hrs.**

7. TV – CRRC

Monitoring period: **Tue, 3 July – Mon, 16 July**
Information to be provided: **Thu, 19 July, 17.00 hrs.**
TV preparation meeting: **Mon, 23 July, 11.00 hrs.**
TV programme recording: **Mon, 23 July, 23.30 hrs.**

8. Radio – Internews

Monitoring period: **Wed, 13 June – Mon, 23 July**
Information to be provided: **Thu, 26 July, 17.00 hrs.**
TV preparation meeting: **Mon, 30 July, 11.00 hrs.**
TV programme recording: **Mon, 30 July, 23.30 hrs.**

¹ On June 11 and June 18 the TV programme will be moderated in 13:00 with the EURO 2012 football championship.

² In addition to the 13:00 hrs. a 17:00 hrs. conflict

9. TV – CRRC

Monitoring period: **Tue, 17 July – Mon, 30 July**
Information to be provided: **Thu, 2 August, 17.00 hrs.**
TV preparation meeting: **Mon, 6 August, 11.00 hrs.**
TV programme recording: **Mon, 6 August, 23.30 hrs.**

10. Online – GIPA

Monitoring period: Cumulative: **Fri, 11 May – Mon, 6 August**
Information to be provided: **Thu, 9 August, 17.00 hrs.**
TV preparation meeting: **Mon, 13 August, 11.00 hrs.**
TV programme recording: **Mon, 13 August, 23.30 hrs.**

11. Press – ISFED

Monitoring period: Cumulative: **Fri, 11 May – Mon, 13 August**
Information to be provided: **Thu, 16 August, 17.00 hrs.**
TV preparation meeting: **Mon, 20 August, 11.00 hrs.**
TV programme recording: **Mon, 20 August, 23.30 hrs.**

12. Radio – Internews

Monitoring period: Cumulative: **Fri, 11 May – Mon, 20 August**
Information to be provided: **Thu, 23 August, 17.00 hrs.**
TV preparation meeting: **Mon, 27 August, 11.00 hrs.**
TV programme recording: **Mon, 27 August, 23.30 hrs.**

13. TV – CRRC

CRRC
Monitoring period: Cumulative: **Fri, 11 May - Mon, 20 August**
Information to be provided: **Thu, 30 August, 17.00 hrs.**
TV preparation meeting: **Mon, 3 September, 11.00 hrs.**
TV programme recording: **Mon, 3 September, 23.30 hrs.**

14. TV/Online – CRRC (35 min.), GIPA (15 min.)

CRRC
Monitoring period: **Tue, 21 August – Mon, 3 September**
GIPA
Monitoring period: **Tue, 7 August – Mon, 3 September**
CRRC/GIPA
Information to be provided: **Thu, 6 September, 17.00 hrs.**
TV preparation meeting: **Mon, 10 September, 11.00 hrs.**
TV programme recording: **Mon, 10 September, 23.30 hrs.**

15. TV/Press – CRRC (35 min.), ISFED (15 min.)

CRRC
Monitoring period: Qualitative: **Jul-Aug-Sep**
ISFED
Monitoring period: **Tue, 14 August – Mon, 10 September**
CRRC/ISFED
Information to be provided: **Thu, 13 September, 17.00 hrs.**
TV preparation meeting: **Mon, 17 September, 11.00 hrs.**
TV programme recording: **Mon, 27 September, 23.30 hrs.**

16. TV/Radio – CRRC (35 min.), Internews (15 min.)

CRRC

Monitoring period: Tue, 4 September – Mon, 17 September

Internews

Monitoring period: Tue, 21 August – Mon, 17 September

CRRC/Internews

Information to be provided: Thu, 20 September, 17.00 hrs.

TV preparation meeting: Mon, 24 September, 11.00 hrs.

TV programme recording: Mon, 24 September, 23.30 hrs.

17. TV/Online – CRRC (35 min.), GIPA (15 min.)

CRRC

Monitoring period: Cumulative: Tue, 21 August - Mon, 24 September

GIPA

Monitoring period: Tue, 4 Sept – Mon, 24 September

CRRC/GIPA

Information to be provided: Thu, 27 September, 17.00 hrs.

TV preparation meeting: Mon, 1 October, 11.00 hrs.

TV programme recording: Mon, 1 October, 23.30 hrs.

18. TV/Press – CRRC (35 min.), ISFED (15 min.)

CRRC

Monitoring period Qualitative: Sep-Oct

ISFED

Monitoring period: Tue, 11 September – Mon, 1 October

CRRC/ISFED

Information to be provided: Thu, 4 October, 17.00 hrs.

TV preparation meeting: Mon, 8 October, 11.00 hrs.

TV programme recording: Mon, 8 October, 23.30 hrs.

19. TV – CRRC

Monitoring period: Tue, 25 September – Mon, 8 October

Information to be provided: Thu, 11 October, 17.00 hrs.

TV preparation meeting: Mon, 15 October, 11.00 hrs.

TV programme recording: Mon, 15 October, 23.30 hrs.

20. Radio – Internews

Monitoring period: Tue, 18 September – Mon, 15 October

Information to be provided: Thu, 18 October, 17.00 hrs.

TV preparation meeting: Mon, 22 October, 11.00 hrs.

TV programme recording: Mon, 22 October, 23.30 hrs.

21. TV - CRRC

Monitoring period: Tue, 9 October – Mon, 22 October

Information to be provided: Thu, 25 October, 17.00 hrs.

TV preparation meeting: Mon, 29 October, 11.00 hrs.

TV programme recording: Mon, 29 October, 23.30 hrs.

22. Online GIPA

Monitoring period: Tue, 25 September – Tue, 04 October

Information to be provided: Thu, 1 November, 17.00 hrs.

TV preparation meeting: Thu, 11 October, 11.00 hrs.

IV programme recording: Mon, 5 November, 23.30 hrs.

23. TV CRRC

Monitoring period: **Tue, 23 October – Mon, 5 November**
Information to be provided: **Thu, 8 November, 17.00 hrs.**
TV preparation meeting: **Mon, 12 November, 11.00 hrs.**
TV programme recording: **Mon, 12 November, 23.30 hrs.**

24. Press ISFED

Monitoring period: **Tue, 2 October – Mon, 12 November**
Information to be provided: **Thu, 15 November, 17.00 hrs.**
TV preparation meeting: **Mon, 19 November, 11.00 hrs.**
TV programme recording: **Mon, 19 November, 23.30 hrs.**

25. TV CRRC

Monitoring period: **Tue, 6 November – Mon, 19 November**
Information to be provided: **Thu, 22 November, 17.00 hrs.**
TV preparation meeting: **Mon, 26 November, 11.00 hrs.**
TV programme recording: **Mon, 26 November, 23.30 hrs.**

26. Radio - Internews Cumulative

Monitoring period: **Fri, 11 May – up to the date of electoral subject registration (tentatively end of Aug or beginning of Sep); and from the date of electoral subject registration to Mon, 26 November**
Information to be provided: **Thu, 29 November, 17.00 hrs.**
TV preparation meeting: **Mon, 3 December, 11.00 hrs.**
TV programme recording: **Mon, 3 December, 23.30 hrs.**

27. Press – GIPA Cumulative

Monitoring period: **Fri, 11 May – up to the date of electoral subject registration (tentatively end of Aug or beginning of Sep); and from the date of electoral subject registration to Fri, 30 November**
Information to be provided: **Thu, 6 December, 17.00 hrs.**
TV preparation meeting: **Mon, 10 December, 11.00 hrs.**
TV programme recording: **Mon, 10 December, 23.30 hrs.**

28. Online – ISFED Cumulative

Monitoring period: **Fri, 11 May – up to the date of electoral subject registration (tentatively end of Aug or beginning of Sep); and from the date of electoral subject registration to Fri, 30 November**
Information to be provided: **Thu, 13 December, 17.00 hrs.**
TV preparation meeting: **Mon, 17 December, 11.00 hrs.**
TV programme recording: **Mon, 17 December, 23.30 hrs.**

29. TV – CRRC Cumulative

Monitoring period: **Fri, 11 May – up to the date of electoral subject registration (tentatively end of Aug or beginning of Sep); and from the date of electoral subject registration to Fri, 30 November**
Information to be provided: **Thu, 20 December, 17.00 hrs.**
TV preparation meeting: **Mon, 24 December, 11.00 hrs.**
TV programme recording: **Mon, 24 December, 23.30 hrs.**

Annex 4 to the Proposal "Professional Media for Elections"

**Subjects of the Media Monitoring under the EU/UNDP Project
"Professional Media for Elections":**

1. Parliament (including Speaker, Vice-Speakers, MPs, Committees, Staff)
2. President (including President's Administration, Advisors, Press-speaker)
3. Government (Prime Minister, Ministers, Deputy Ministers, Governors)
4. Authorities (unspecified)
5. Local self-governance (Mayors, Chairs of Sakrebulo, Gamgebelis)
6. Central Election Commission
7. Local NGOs (GYLA, ISFED, NGNI, TI, etc.) (in electoral context)
8. International Organizations (NDI, IRI, IFES, OSCE, EU, UN, etc.) (in electoral context)
9. Election observers
10. United National Movement
11. Georgian Dream - Democratic Georgia
12. Georgian Dream Coalition
13. Free Democrats
14. National Forum
15. Republicans
16. Conservatives
17. People's Party
18. Georgian Way
19. Free Georgia
20. New Rights
21. Democratic Movement-United Georgia
22. National Democratic Party
23. Labour Party
24. Industry Will Save Georgia
25. Democratic Party of Georgia
26. Georgian Troupe
27. Christian Democratic Movement
28. European Democrats
29. Voters' League
30. People's Assembly
31. Opposition (unspecified)
32. State Audit Agency (former Chamber of Control) (in electoral context)
33. Commission for Ensuring Voters' List Accuracy

Annex 5

Monitored Media

TV

1. Georgian Public Broadcaster ("Moambe" at 20:00 hrs).
2. Imedi ("Kronika" at 20:00 hrs incl. Sat. & Sun.).
3. Rustavi 2 ("Kurieri" 21:00 hrs incl. Sat.).
4. Maestro ("Akhali Ambebi" 21:00 hrs).
5. Caucasasia ("Dges" at 20:30 hrs).
6. Real TV ("Dgis Ambebi" – main edition at 22:00 hrs; "Dgis Ambebi" News programme at 19:00 hrs on Sat. & Sun.).
7. TV-9 ("Akhali Ambebi" at 21:00 hrs).

Radio

1. Georgian Public Broadcaster Radio - www.radiol.org FM 102.4 – at 19:00 hrs;
2. Imedi - www.radioimedi.ge FM 105.9 – at 18:00 hrs;
3. Green Wave - www.greenwave.ge FM 107.4 – at 20:00 hrs;
4. Fortuna - www.fortuna.ge FM 106.9 – at 18:00 hrs;
5. Palitra - www.palitraty.ge FM 103.9 – at 18:00 hrs;
6. Utsnobi - www.utsnobifm.ge FM 98.0 – at 18:00 hrs;
7. Tskheli Shokoladi, FM 98.5 – at 18:00 hrs (has currently moved to 14:00 hrs);
8. Tavisupleba - www.radiotavisupleba.ge – at 18:00 hrs;
9. Obieqtivi - www.obieqtivi.net FM 105.0 – at 20:00 hrs;
10. Hereti (Lagodekhi) - www.heretifm.com FM 102.8 – at 17:00 hrs;
11. Dzveli Kalaki (Kutaisi) - www.radiodk.ge FM 107.9 – at 17:00 hrs;
12. Atinati (Zugdidi) - www.atinati.org FM 105.9- at 17:00 hrs

Online media

1. Liberali www.liberali.ge
1. Netgazeti - www.netgazeti.ge

3. Palitra www.palitrav.ge
4. Presa.ge – www.presa.ge
5. Droni.ge www.droni.ge
6. Presage.TV www.presage.tv
7. Tabula.ge www.tabula.ge
8. News.ge www.news.ge
9. Internet.ge www.internet.ge
10. Tribuna.ge www.tribuna.ge
11. Democracy and Freedom Watch www.dfwatch.net

Print media

Daily newspapers:

1. 24 Saati
2. Resonansi

Weekly newspapers:

3. Kviris Palitra
4. Kviris Kronika
5. Asaval-Dasavali
6. Alia (issued twice a week)

Weekly magazines:

7. Tabula
8. Tbiliselebi
9. Gza
10. Sarke

ANNEX II

General Conditions applicable to European Union contribution agreements with international organisations

INDEX

| | |
|---|----|
| Article 1 -General obligations | 2 |
| Article 2 -Obligations regarding information and financial and narrative reports..... | 3 |
| Article 3 -Liability | 5 |
| Article 4 -Conflict of interests | 5 |
| Article 5 -Confidentiality | 6 |
| Article 6 -Visibility and Transparency | 6 |
| Article 7 -Ownership/use of results and equipment | 7 |
| Article 8 -Evaluation of the Action | 8 |
| Article 9 -Amendment of the Agreement | 8 |
| Article 10 -Contracting | 9 |
| Article 11 -Implementation period of the Agreement, suspension, force majeure | 10 |
| Article 12 -Termination of the Agreement..... | 11 |
| Article 13 -Settlement of disputes | 12 |
| Article 14 -Eligible costs..... | 12 |
| Article 15 -Payments | 14 |
| Article 16 -Accounts and technical and financial checks..... | 17 |
| Article 17 -Final amount of financing by the Contracting Authority..... | 17 |
| Article 18 -Recovery | 18 |

GENERAL AND ADMINISTRATIVE PROVISIONS

Article 1 - GENERAL OBLIGATIONS

- 1.1 The Organisation shall ensure that the Action is carried out in accordance with the Description of the Action contained in Annex 1 and is responsible for achieving the objectives set out therein. The Organisation shall report on the indicators of achievement specified in the Description of the Action.
- 1.2 The Organisation shall implement the Action with the requisite degree of care, efficiency, transparency and diligence, as required by best practice in the field concerned, and in compliance with this Agreement.

The Organisation shall make every effort to mobilise all the financial, human and material resources required for full implementation of the Action, as specified in the Description of the Action.

- 1.3 The Organisation may act either alone or in partnership with one or more organisations mentioned in the Description of the Action (implementing partners or partners). Partners shall actually participate in implementing the Action, and the costs they incur shall then be eligible under the same conditions as those incurred by the Organisation.

It may also contract parts of the Action, in accordance with the provisions of article 10 hereof.

Where the EU contribution has been awarded to the Organisation in the form of a grant following a call for proposal or a direct award, and therefore not as a Joint Management Action, the Organisation may only award grants to third parties ("sub-grants") if so provided for in the Special Conditions in order to support the achievement of the objectives of the Action, and in particular where the implementation of the Action requires financial support to be given to third parties. Such sub-granting may not be the main purpose of the Action and it shall be duly justified. The Description of the Action shall include a list with the types of activity which may be eligible for sub-grants, together with the criteria for the selection of the beneficiaries of these sub-grants. The Description of the Action shall also establish the total amount which may be used for awarding sub-grants as well as the minimum and maximum amount per sub-grant. The maximum amount of a sub-grant shall be limited to EUR 10 000 per third party while the total amount which may be awarded as sub-grants to third parties shall be limited to EUR 100 000. The sub-grants awarded by the Organisation are subject to the nationality rules provided for in Article 10.

Where the Action is not a Joint Management Action, the bulk of the Action shall be undertaken by the Organisation, and where applicable, its partners.

The Organisation shall remain fully responsible for the co-ordination and execution of all contracted activities.

- 1.4 The Organisation undertakes to ensure that the conditions imposed upon it under Articles 1, 3, 4, 5, 6, 7, 10, 14, 16 and 17 shall also apply to all partners and, where applicable, contractors involved.
- 1.5 The Organisation shall take appropriate measures to prevent irregularities, fraud, corruption or any other illegal activity in the management of the Action. All suspected and actual cases of irregularity, fraud and corruption related to this Agreement as well

as measures related thereto taken by the Organisation shall be reported to the Contracting Authority without delay.

Where appropriate the Organisation shall terminate contracts with partners, contractors or agents involved in fraudulent behaviour or corrupt practices in connection with this or any other actions implemented by the Organisation and financed by the European Union, and shall take all reasonable measures to recover funds unduly paid.

- 1.6 Without prejudice to Articles 1.3 and 10, the Agreement and the payments attached to it shall not be assigned to a third party in any manner whatsoever without the prior written consent of the Contracting Authority.
- 1.7 The provisions regarding "Joint Management Actions" in these General Conditions may be applied where at least one of the following conditions is met:
 - the performance of the Action requires the pooling of resources from a number of donors, and it is not reasonably possible or appropriate to assign the share contributed by each donor to each type of expenditure (hereinafter, "Multi-donor Actions"), or
 - the European Commission and the Organisation are bound by a long-term framework agreement laying down the administrative and financial arrangements for their cooperation; or
 - the European Commission and the Organisation have jointly assessed the feasibility and defined the terms for implementation of the Action.
- 1.8 Where the European Commission is not the Contracting Authority, it shall not be a party to this Agreement, which shall only confer on it rights and obligations where explicitly stated. It will nevertheless endorse the Agreement to ensure that the Contracting Authority's contribution is actually paid by the EU budget, and the provisions on visibility in this Agreement will apply accordingly.

Article 2 - OBLIGATIONS REGARDING INFORMATION AND FINANCIAL AND NARRATIVE REPORTS

- 2.1 The Organisation shall provide the Contracting Authority with full information on the implementation of the Action. To that end, the Organisation shall provide before signature of this Agreement a work plan for the first period of implementation specified in the Description of the Action. The Organisation shall also draw up progress reports and a final report. These reports shall consist of a narrative part and a financial part. Reporting, narrative as well as financial, shall cover the whole of the Action, regardless of whether this Action is wholly financed or co-financed by the Contracting Authority.
- 2.2 The Contracting Authority may request additional information at any time, providing the reasons for the request. Such information shall be supplied within 30 days of the request.
- 2.3 The Organisation shall send the Contracting Authority progress reports in accordance with the provisions below. Every report shall provide a complete account of all aspects of implementation for the period covered.

The report shall be laid out in such a way as to allow comparison of the objective(s), the means envisaged or employed (in particular all expenses actually incurred by the Organisation), the results expected and obtained and the budget details for the Action.

The level of detail in any report should match that of the Description of the Action and of the Budget for the Action.

2.4 The narrative report shall directly relate to this Agreement and shall at least include:

- Summary and context of the Action;
- Activities carried out during the reporting period (i.e. directly related to the Action description and activities foreseen in this Agreement);
- Difficulties encountered and measures taken to overcome problems;
- Changes introduced in implementation;
- Achievements/results by using the indicators included in this Agreement;
- Work plan for the following period including objectives and indicators of achievement. If the report is sent after the end of the period covered by the preceding work plan, a new work plan, albeit provisional, is always required before such date.

2.5 The final report shall contain the above information (excluding the last indent) covering the whole Implementation Period of this Agreement, information on the measures taken to identify the European Union as the source of financing and details on the transfers of assets mentioned in Article 7.3 if relevant, plus a full summary of the Action's income and expenditure and payments received.

2.6 The reports shall be presented in the same language as the Agreement. They shall be submitted at the following intervals:

if payments follow option 1 in Article 15.1:

- a progress report shall be forwarded to the Contracting Authority at the end of every 12-month period, where the Implementation Period of this Agreement is longer;
- a final report shall be forwarded to the Contracting Authority within six months of the end of the Implementation Period of this Agreement as defined in Article 2 of the Special Conditions;

if payments follow option 2 in Article 15.1:

- a progress report shall accompany every request for interim payment / pre-financing;
- the final report shall be forwarded to the Contracting Authority within six months of the end of the Implementation Period of this Agreement as defined in Article 2 of the Special Conditions.

2.7 Reports shall be submitted in Euro, and may be drawn from financial statements denominated in other currencies as per the Organisation's legislative requirements. In such case and for the purpose of reporting, conversion into Euro shall be made using the rate of exchange at which the Contracting Authority's contribution was recorded in the Organisation's accounts, unless otherwise specified in article 4(3) of the Special Conditions.

2.8 Any additional reporting requirement will be set out in the Special Conditions.

- 2.9 If the Organisation fails to supply a final report by the final report deadline laid down in Article 2.6, and fails to furnish an acceptable written explanation of the reasons why it is unable to comply with this obligation, the Contracting Authority may refuse to pay any outstanding amount and recover any amounts unduly paid.

Furthermore, where the Organisation fails to present a progress report and where relevant a request for payment by the end of each 12-month period following the date laid down in Article 2(2) of the Special Conditions, the Organisation shall inform the Contracting Authority of the reasons why it is unable to do so, and shall provide a summary of the state of progress of the Action. If the Organisation fails to comply with this obligation, the Contracting Authority may terminate the Agreement in accordance with the first indent of Article 12.2, refuse to pay any outstanding amount and recover any amounts unduly paid.

- 2.10 In addition to the above mentioned reports, the Organisation will ensure that progress and situation reports, publications, press releases and updates, relevant to this Agreement, are communicated to the Contracting Authority as and when they are issued.

The Organisation and the Contracting Authority will further endeavour to promote close collaboration and exchange of information on the Action. The Organisation will invite the European Commission to join any donor committee which may be set up in connection with Multi-Donor Actions.

- 2.11 In any event the Organisation shall inform the Contracting Authority without delay of any circumstances likely to hamper or delay the implementation of the Action.

Article 3 - LIABILITY

- 3.1 The Organisation shall have sole responsibility for complying with any legal obligation incumbent on it.
- 3.2 The Contracting Authority may not under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Organisation while the Action is being carried out or as a consequence of the Action. Therefore, the Contracting Authority may not accept any claim for compensation or increases in payment in connection with such damage or injury.
- 3.3 Subject to the rules governing the Organisation's privileges and immunities, the Organisation shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the Action. The Organisation shall discharge the Contracting Authority of all liability associated with any claim or action brought as a result of an infringement by the Organisation or the Organisation's employees or individuals for whom those employees are responsible of rules or regulations, or as a result of violation of a third party's rights.

Article 4 - CONFLICT OF INTERESTS

The Organisation undertakes to take all necessary precautions to avoid conflicts of interests and shall inform the Contracting Authority without delay of any situation constituting or likely to lead to any such conflict.

There is a conflict of interests where the impartial and objective exercise of the functions of any person under this Agreement is compromised for reasons involving

family, emotional life, political or national affinity, economic interest or any other shared interest with another party.

Article 5 - CONFIDENTIALITY

Subject to Article 16, the Contracting Authority and the Organisation undertake to preserve the confidentiality of any document, information or other material directly related to the Agreement and duly classified as confidential, until at least five years after the end date as specified in Article 12.5. Where the European Commission is not the Contracting Authority, it shall still have access to all documents communicated to the Contracting Authority, and will maintain the same confidentiality.

Article 6 - VISIBILITY AND TRANSPARENCY

- 6.1 Unless the European Commission requests or agrees otherwise, the Organisation shall take all appropriate measures to publicise the fact that the Action has received funding from the European Union. Information given to the press, the beneficiaries of the Action, all related publicity material, official notices, reports and publications, shall acknowledge that the Action was carried out "with funding by the European Union" and shall display in an appropriate way the European logo (twelve yellow stars on a blue background). Such measures shall be carried out in accordance with the Communication and Visibility Manual for EU External Actions laid down and published by the European Commission, or any other guidelines agreed between the European Commission and the Organisation.

It is understood that the Organisation's equipment and vehicles may routinely carry its emblem and other indications of ownership prominently displayed. In cases where equipment or vehicles and major supplies have been purchased using funds provided by the European Union, the Organisation shall include appropriate acknowledgement on such vehicles, equipment and major supplies (including display of the European logo (twelve yellow stars on a blue background) provided that such actions do not jeopardise the Organisation's privileges and immunities and the safety and security of the Organisation's staff.

- 6.2 The size and prominence of the acknowledgement and European Union logo shall be clearly visible in a manner that will not create any confusion regarding the identification of the Action as an activity of the Organisation, the ownership of the equipment and supplies by the Organisation, and the application to the Action of the Organisation's privileges and immunities.
- 6.3 All publications by the Organisation pertaining to the Action, in whatever form and whatever medium, including the internet, shall carry the following or a similar disclaimer: "This document has been produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union."
- 6.4 If the equipment bought with a European Union contribution is not transferred to local partners of the Organisation or the final recipient of the Action at the latest when submitting the final report, the visibility requirements as regards this equipment (in particular display of the European logo) shall continue to apply between submission of the final report and the end of the overall project, programme or action of the Organisation, if the latter is longer.
- 6.5 Publicity pertaining to European Union contributions shall quote these contributions in Euro (€ or EUR), in parenthesis if necessary. The Organisation's publications and

reports prepared in response to, and in accordance with, its legislative directives are excluded from this provision.

- 6.6 The Organisation accepts that the Contracting Authority and the European Commission (where it is not the Contracting Authority) publish in any form and medium, including on their websites the name and address of the Organisation, the purpose of the contribution as well as the amount contributed and if relevant the percentage of co-financing.

Upon a duly substantiated request by the Organisation, the European Commission may agree to forego such publicity if disclosure of the above information would risk threatening the Organisation's safety or harming its interests.

- 6.7 With due regard to the applicable rules on confidentiality, security and protection of personal data, the Organisation shall publish, on an annual basis, including by electronic means such as Internet, the following information on grant and procurement contracts financed by the Contracting Authority: title of the contract/project, name and nationality of the contractor or grant beneficiary and amounts of the contract/project. For Multi-donor Actions, the level of information shall comply with the Organisation's rules and procedures pertaining to ex-post publicity.
- 6.8 The Organisation shall provide to the Contracting Authority the address of the website where this information can be found and shall authorise the publication of such address in the Contracting Authority's internet site.

The Organisation ensures that the obligation to publish this information shall be also applied by its implementing partners as described in Annex I of this Agreement, with regard to their own grant and procurement contracts financed by the Contracting Authority.

Article 7 - OWNERSHIP/USE OF RESULTS AND EQUIPMENT

- 7.1 Ownership, title and industrial and intellectual property rights in the results of the Action and the reports and other documents relating to it shall vest in the Organisation, as the case may be together with third parties or as may otherwise be agreed by the Organisation.
- 7.2 Notwithstanding the provisions of the first paragraph and subject to Article 5, the Organisation shall grant the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use free of charge and as it sees fit all documents deriving from the Action, whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.
- 7.3 Unless otherwise specified in the Special Conditions, the equipment, vehicles and supplies paid for by the Contracting Authority's funding shall be transferred to local authorities or local partners (excluding commercial contractors) of the Organisation or to the final recipients of the Action at the latest when submitting the final report. The documentary proof of those transfers shall be kept for verification along with the documents mentioned in Article 16.3.

By way of derogation from the preceding paragraph, the equipment, vehicle and supplies purchased in the framework of multi-donor actions which continue after the end of the Implementation Period of this Agreement, may be transferred to these local authorities, partners or final recipients at the end of the project, programme or action of the Organisation. The Organisation pledges to use the assets to the benefit of those

benefiting from the present Action. The Organisation shall inform the Contracting Authority on the end use of the assets in the final report.

In the event that there are no local authorities or partners to whom the equipment, vehicles and supplies could be transferred, the Organisation may transfer the assets to another action funded by the European Union or Contracting Authority or, exceptionally, retain ownership of the equipment, vehicles and supplies at the end of the Action. In such cases, it should submit a justified written request with an inventory listing the items concerned and a proposal concerning their use in due time and at the latest with the submission of the final report. In no event may the end use jeopardize the sustainability of the Action or result in a profit for the Organisation.

Article 8 - EVALUATION OF THE ACTION

- 8.1 Representatives of the European Commission shall be invited to participate in the main monitoring and in the evaluation missions relating to the performance of the Action. The results of such missions shall be reported to the European Commission.
- 8.2 Article 8.1 is without prejudice to any evaluation mission which the European Commission as a donor may wish to perform. Evaluation missions by representatives of the European Commission should be planned and completed in a collaborative manner between the Organisation's staff and the European Commission's representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of this Agreement. These missions are to be planned ahead and procedural matters are to be agreed upon by the European Commission and the Organisation in advance. The mission will offer to make a draft of its report available to the Organisation for comments prior to final issuance.

Article 9 - AMENDMENT OF THE AGREEMENT

- 9.1 Any modification to the Agreement, including the annexes thereto, shall be set out in writing in an amendment. This Agreement can only be modified during the execution period set out in Article 2(4) of the Special Conditions.

If the request for an amendment comes from the Organisation, the latter shall submit that request to the Contracting Authority one month before the amendment is intended to enter into force, and in any case no later than one month before the end of the execution period, unless there are special circumstances duly substantiated by the Organisation and accepted by the Contracting Authority.

- 9.2 Where a modification to the Description of the Action and/or the Budget does not affect the basic purpose of the Action and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation (as the case may be in cumulative terms) of 15 % or less of the amount originally entered (or as modified by a formal amendment) in relation to each concerned heading for eligible costs, the Organisation may amend the Budget and shall inform the Contracting Authority accordingly in writing. This method shall not be used to amend headings for administrative costs or the contingency reserve.

Changes of address and changes of bank account may simply be notified in writing to the Contracting Authority. Changes of bank account must be specified in the request for payment, using the financial identification form attached as Annex IV.

Article 10 - CONTRACTING

- 10.1 If parts of the Action are contracted, the contracting arrangements, including in particular the principles for the award of procurement and grants, shall be as specified in the Description of the Action. If they are not specified therein, the Organisation will present them to the Contracting Authority as soon as they are available. The Organisation will also inform the Contracting Authority, with as much prior notice as possible, of changes in these arrangements. The Organisation will provide detailed information on contracting arrangements in the final report.
- 10.2 Unless otherwise agreed by the Parties in writing, the procurement of any goods, works or services and the award of grants by the Organisation and its partners in the context of the Action shall be carried out in accordance with the applicable rules and procedures adopted by the Organisation.

This is based on the understanding that the Organisation's rules and procedures conform to internationally accepted standards, in compliance with the principles of transparency, proportionality, sound financial management, equal treatment and non discrimination, care being taken to avoid any conflict of interests.

Without prejudice to the specific procedures and exceptions applied by the Organisation, the award by the Organisation of grants financed by the Contracting Authority's contribution shall comply with the following principles:

- grants shall not be cumulative, awarded retrospectively or have the purpose or effect of producing a profit for the grant beneficiary;
 - grants must involve co-financing from other donors, save in cases of humanitarian and crisis situation, the protection of health and fundamental rights of people, where the grant beneficiaries are third countries or other international organisations and where it is in the interest of the European Union to be the sole donor.
- 10.3 If allowed by the applicable regulatory provisions of the European Union, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's relevant rules. In any event goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Union shall be eligible.

In all other cases the partners, contractors, experts and goods, the cost of which are financed out of the Contracting Authority's contribution, shall originate in the European Union or the country or countries eligible under the programme of which the Action is part. Any departure from the rules of origin and nationality set out above is subject to the specific provisions of the applicable regulatory provisions of the European Union.

- 10.4 The Organisation shall adopt reasonable measures, in accordance with its own procedures, to ensure that potential candidates or tenderers and grant beneficiaries shall be excluded from the participation in a procurement or award procedure financed by the Contracting Authority's contribution, if these persons:
- are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the EU's financial interests;
- are guilty of misrepresentation in supplying the information required as a condition of participation in the procedure or if they fail to supply this information.
- expose a conflict of interest.

10.5 In the event of failure to comply with the above provisions the relevant costs shall not be eligible for funding by the Contracting Authority.

Article 11 - IMPLEMENTATION PERIOD OF THE AGREEMENT, SUSPENSION, FORCE MAJEURE

- 11.1 Irrespective of the starting date and implementation period of the project, programme or action of the Organisation, the Implementation Period of this Agreement shall be as set out in Article 2 of the Special Conditions
- 11.2 The Organisation may suspend without delay implementation of all or part of the Action if circumstances so require, in particular in case of *force majeure*, and informs the Contracting Authority immediately providing all the necessary details. This Agreement may be terminated in accordance with Article 12.1. If the Agreement is not terminated, the Organisation shall endeavour to minimise the duration of the suspension and may resume implementation of the Action once the conditions allow, and shall inform the Contracting Authority accordingly.
- 11.3 The Contracting Authority may request the Organisation to suspend implementation of all or part of the Action if circumstances so require in particular in case of *force majeure*. This Agreement may be terminated in accordance with Article 12.1. If the Agreement is not terminated, the Organisation shall endeavour to minimise the duration of the suspension and shall resume implementation of the Action once the conditions allow, with the prior written approval of the Contracting Authority.
- 11.4 The Implementation Period of this Agreement is automatically extended by an amount of time equivalent to the duration of the suspension. This is without prejudice to any amendments to the Agreement which may be necessary to adapt the Action to the new implementing conditions or to Article 12.1.
- 11.5 *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under this Agreement, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as *force majeure* by the defaulting party. Neither of the Parties shall be held liable for breach of its obligations under the Agreement if it is prevented from fulfilling them by *force majeure*. Without prejudice to Articles 11.2 and 11.3 above, the Party invoking *force majeure* shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimise possible damage.

Article 12 - TERMINATION OF THE AGREEMENT

12.1 If, at any time, either Party believes that the purposes of this Agreement can no longer be effectively or appropriately carried out, it shall consult the other Party. Failing agreement on a solution, either Party may terminate this Agreement by serving two months' written notice. In this event, the Organisation shall be entitled to payment of the contribution only for the part of the Action carried out, and to reimbursement of commitments entered into by the Organisation for the implementation of the Action, which the Organisation cannot reasonably terminate on legal grounds. The part of the EU contribution unspent or not spent in accordance with this Agreement, shall be recovered by the Contracting Authority in accordance with Articles 17 and 18, after all liabilities incurred by the Organisation have been satisfied, including interest earned where applicable.

12.2 Where the Organisation:

fails, without justification, to fulfil any of the obligations incumbent on it and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 30 days of sending of the letter;

- fails to comply with articles 1.5, 1.6 or 4;
- makes false or incomplete statements to obtain the contribution provided for in the Agreement or provides reports that do not reflect reality;
- commits financial irregularities or is guilty of grave professional misconduct;
- undergoes legal, financial, technical or organisational change that is liable to affect this Agreement substantially or to call the award decision into question;

the Contracting Authority will enter into discussions with the Organisation and, failing a proper solution within one month, may terminate this Agreement, after giving seven days' notice, and without paying compensation of any kind. In that event the Contracting Authority may demand full or partial repayment of any amounts unduly paid, after allowing the Organisation to submit its observations.

12.3 Prior to or instead of terminating the Agreement as provided for in Article 12.2, the Contracting Authority may suspend payments or the declaration of eligibility of expenses as a precautionary measure, informing the Organisation immediately.

12.4 This Agreement shall be automatically terminated if it has not given rise to a payment by the Contracting Authority (including pre-financing) within three years of its signature.

12.5 Unless this Agreement is earlier terminated pursuant to Article 12, the payment obligations of the European Union hereunder shall cease at the "end date", which shall occur 18 months after the end of the Implementation Period as defined in Article 2 of the Special Conditions.

The Contracting Authority notifies the Organisation of any postponement of the end date. The Contracting Authority shall postpone the end date, so as to be able to fulfil its payment obligations, in all cases where the Organisation has filed the payment request in accordance with contractual provisions or, in case of dispute, until completion of the dispute settlement procedure provided for in Article 13.

Article 13 - SETTLEMENT OF DISPUTES

- 13.1 The Parties shall endeavour to settle amicably any dispute or complaint relating to the interpretation, application or fulfilment of this Agreement, including its existence, validity or termination. In default of amicable settlement, any Party may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of conclusion of this Agreement.
- 13.2 The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either Party. The Arbitrator's decision shall be binding on all Parties and there shall be no appeal.
- 13.3 Nothing in this Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party hereto by its constituent documents or international law.

FINANCIAL PROVISIONS

Article 14 - ELIGIBLE COSTS

- 14.1 To be considered eligible as direct costs under this Agreement, costs must:
- be necessary for carrying out the Action, be provided for specifically in this Agreement and comply with the principles of sound financial management, in particular value for money and cost-effectiveness;
 - have been actually incurred during the Implementation Period of this Agreement as defined in Article 2 of the Special Conditions with the exception of costs relating to final reports, expenditure verification and evaluation of the Action, whatever the time of actual disbursement by the Organisation.
 - be recorded in the Organisation's or Organisation's partners' accounts, be identifiable, backed by effective supporting evidence (originals, as the case may be in electronic form), and verifiable pursuant to the provisions of Article 16.4.
- 14.2 Subject to the above and without prejudice to Article 10.5, the following direct costs of the Organisation or its implementing partners may in particular be eligible:
- the cost of staff assigned to the Action, corresponding to actual salaries plus social security charges and other remuneration-related costs (including in the form of provisions made in accordance with the Organisation accounting rules in case of Joint Management Action). Identifiable personnel costs at headquarters level arising as a direct consequence of the Action may be included. Salaries and costs shall not exceed those normally borne by the Organisation or partners;
 - travel and subsistence costs for staff taking part in the Action, provided they do not exceed those normally borne by the Organisation or partners;
 - purchase costs for equipment (new or used) which are attributable to the Action;
 - purchase costs for goods and services (transport, storage and distributing, rent of equipment, etc.) which are directly attributable to the Action;

costs directly arising out of, or related to, accepting or distributing contributions in kind;

- costs of consumables and supplies directly attributable to the Action;

expenditure on contracting directly attributable to the Action;

the proportion of field office costs that corresponds to the amount of activity directly attributable to the Action or to the proportion of funding by the Contracting Authority;

- costs deriving directly from the requirements of this Agreement (dissemination of information, evaluation specific to the Action, specific reporting for the needs of the Contracting Authority, translation, reproduction, insurance, targeted training for those involved in the Action, etc.) including financial service costs (in particular bank fees for transfers).

14.3 The following costs shall not be considered eligible, whether or not presented as being related to the Action:

- debts and debts service charges;
- provisions for losses or potential future liabilities;
- interest owed by the Organisation to any third party;
- items already financed from other sources;
- purchases of land or buildings;
- currency exchange losses;

taxes, duties and charges charged to the Organisation, unless the Organisation (or, where applicable, its partners) can show it cannot reclaim them and the applicable regulations do not exclude coverage of taxes.

14.4 A fixed percentage of direct eligible costs, not exceeding 7%, may be claimed as indirect costs by the Organisation to cover the administrative overheads incurred for the Action. The resulting funding in respect of indirect costs does not need to be supported by accounting documents.

Subject to the above, for comparable Actions and Actions where there is more than one donor the amount claimed as indirect costs shall not, in percentage terms, be higher or lower than for other comparable contributions.

Indirect costs are eligible provided that they do not include costs assigned to another heading of the budget of this Agreement.

Indirect costs may be charged on the value of in-kind commodities delivered by the Contracting Authority, including their associated costs.

Where the rates applied in accordance with the Organisation's governing bodies' decisions exceed 7%, the Organisation may recover the balance as direct eligible costs, subject to the provisions governing direct eligible costs referred to in this Article 14 being fulfilled.

Indirect costs shall not be eligible where the Agreement concerns the financing of an action where the Organisation is already receiving an operating grant from the European Union during the period in question.

- 14.5 Any contingency reserve included in the Budget of the Action, to cover any adjustment necessary in the light of changed circumstances on the ground, may not exceed 5% of eligible costs and shall only be used with the prior written (by letter) authorisation of the Contracting Authority, upon a duly justified request from the Organisation.
- 14.6 Contributions in kind made by the Organisation or its partners may be considered neither as co-financing nor as eligible costs. The cost of staff assigned to the Action is not a contribution in kind and may be considered as co-financing in the Budget for the Action when paid by the Organisation or its partners.

Article 15 - PAYMENTS

- 15.1 Payment procedures are set out in Article 4 of the Special Conditions and follow one of the two options below:

Option 1: When the implementation period of the Agreement does not exceed 12 months or the contribution is less than EUR 100 000

The Contracting Authority will provide a pre-financing from 80% up to 95% of the sum referred to in Article 3(2) of the Special Conditions less contingencies within 45 days of receiving the Agreement signed by both Parties.

The Contracting Authority will pay the balance within 45 days of approving the final report.

Option 2: When the implementation period of the Agreement exceeds 12 months and the contribution is of EUR 100 000 or more

The Contracting Authority will provide a pre-financing from 80% to 95% of that part of the forecast budget for the first 12 months of the Action which is being financed by it (excluding contingencies) within 45 days of receiving the Agreement signed by both Parties.

Each further instalment will consist of (1) an interim payment that will cover the remainder of the Contracting Authority's part of the actual budget for the previous period (including any approved contingencies) and (2) a pre-financing from 80% to 95% of that part of the forecast budget for the subsequent 12-month period (or of the remaining period if shorter as regards the last instalment of pre-financing) which is financed by it (excluding contingencies), and be made by the Contracting Authority within 45 days of approving a progress report, provided that at least 70% of the immediately preceding instalments (and 100% of previous instalments if any) has been incurred, as proven by the relevant report. For the purpose of this Agreement funds are incurred when they are the subject of a formal legal commitment between the Organisation (or its partners) and a third party. The Contracting Authority will pay the balance within 45 days of approving the final report.

- 15.2 Any report will be deemed approved 45 days after receipt, accompanied by a request for payment conforming to the model attached as Annex V, if the Contracting Authority has not reacted.

If the Contracting Authority does not intend to approve a report, as submitted, it shall revert to the Organisation with a request explaining the reason and specifying the additional information it requires within the first 45-day period. The deadline for approving the report shall be suspended pending the receipt of the requested information. If the Contracting Authority deems that a payment request cannot be met, it shall revert to the Organisation with a request explaining the reason and specifying the additional information it requires within the second 45-day period. The payment period shall be suspended pending the registration of a properly formulated payment request.

Reports shall be presented in accordance with the stipulations of Article 2.

Approval of a report does not imply recognition of the regularity, authenticity, completeness and correctness of the declarations and information contained therein.

- 15.3 On expiry of the payment period specified in Article 15.1, the Organisation may, within two months of receiving late payment, demand interest at the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of the Official Journal of the European Union on the first day of the month in which payment was due, increased by three and a half percentage points.

The interest shall be payable for the period elapsing from the day following expiry of the time limit for payment up to the day of payment. Any partial payment shall first cover the interest.

The interest shall not be treated as an income for the purposes of determining the final amount of European Union financing within the meaning of article 17. The suspension of payment by the Contracting Authority may not be considered as late payment.

- 15.4 The level of pre-financing referred to in Article 15.1 above shall be set at a level of between 80% and 95 % in 5% increments taking into account past record of the Organisation in particular as regards timely submission of the final report.
- 15.5 The Contracting Authority will make payments in Euro into the bank account referred to in the financial identification form in Annex IV. Where payment is to be made to a bank account which is already known to the Contracting Authority, the Organisation may provide a copy of the relevant financial identification form.
- 15.6 Where feasible, the funds paid by the Contracting Authority shall be maintained in Euro denominated bank accounts. They may be pooled together with contributions from other donors. They may be exchanged for other currencies in order to facilitate their disbursement.
- 15.7 For Joint Management and/or Multi-Donor Actions, the Organisation's rules and procedures pertaining to bank interest shall apply, and an equal treatment among donors shall be ensured. This is based on the understanding that these rules and procedures conform to internationally accepted standards.

In all other cases, interest earned by the Organisation on funds received from the Contracting Authority shall be identified as such and reflected in reports to the Contracting Authority. In such cases, subject to the conditions provided for in the applicable regulations of the European Union:

for pre-financing equal or below EUR 250 000 (or for crisis management, equal or below EUR 750 000 per agreement at the end of each financial year and for projects

of a duration of more than 12 months), interests earned on such pre-financing shall not be due to the Contracting Authority.

- for pre-financing exceeding the amounts indicated above and below EUR 750 000 (except in case of crisis management), interest earned on such pre-financing shall be assigned to the Action and deducted from the payment of the final amount due to the Organisation, unless the Contracting Authority requests the Organisation to reimburse the interest generated by pre-financing before the payment of the balance,
- for pre-financing exceeding EUR 750 000, the amount of earned interests on such pre-financing shall be recovered by the Contracting Authority for each reporting period following the implementation of the Agreement at the end of the financial year.

Article 16 - ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS

16.1 The Organisation shall keep accurate and regular records and accounts of the implementation of the Action. Separate accounts or sub-accounts shall be kept for each Action, and shall detail all income and expenditure.

The accounting regulations and rules of the Organisation shall apply. This is based on the understanding that these regulations and rules conform to internationally accepted standards.

16.2 Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Financial Regulations, Rules and directives of the Organisation. A copy of the audited financial statements shall be submitted to the European Commission by the Organisation.

16.3 The Organisation shall, until at least five years after the end date as specified in article 12.5:

- keep financial accounting documents concerning the activities financed by the contribution and,
- make available to the competent bodies of the European Union, upon request, all relevant financial information, including statements of accounts concerning the Action, whether they are executed by the Organisation or by its implementing partners or contractors.

16.4 In conformity with its financial regulations, the European Union, including its Court of Auditors, may undertake, including on the spot, checks related to the Actions financed by the Contracting authority.

16.5 These provisions shall be applied in accordance with any specific agreement concluded in this respect by the Organisation and the European Union.

Article 17 - FINAL AMOUNT OF FINANCING BY THE CONTRACTING AUTHORITY

17.1 The final amount to be paid by the Contracting Authority to the Organisation shall not exceed the maximum contribution established by Article 3(2) of the Special Conditions, even if the overall actual expenditure exceeds the estimated total budget set out in Annex III.

17.2 Where Article 3(2) of the Special Conditions sets out a maximum percentage of estimated total eligible cost to be financed by the Contracting Authority, and if the eligible costs at the end of the Action are less than the estimated total cost specified in Article 3(1) of the Special Conditions, the contribution of the Contracting Authority may be limited to the amount resulting from multiplying the actual expenditure by the percentage laid down in Article 3(2) of the Special Conditions.

Where the percentage set out in article 3(2) of the Special Conditions is likely to change in the course of implementation, the Organisation shall consult the Contracting Authority without delay so as to agree on appropriate measures, in accordance with Article 9.

17.3 The Organisation accepts that the contribution of the Contracting Authority shall be limited to the amount required to balance income and expenditure for the Action and that it may not in any circumstances result in a surplus for the Organisation.

In the event of a final surplus balance of total financing over expenditures at the financial closure of the Action, the Organisation shall specify in the final report the amount of the surplus balance in the holding currency used by the Organisation together with the estimated amount in Euro and where the exchange rate of the Organisation can be consulted. This surplus in the Organisation's accounts expressed in holding currency used by the Organisation shall be converted into Euro using the rate of exchange of the Organisation in force on the day when the Contracting Authority's internal recovery order is established, which amount is later reflected in the debit note sent to the Organisation. The resulting Euro equivalent shall then be refunded to the Contracting Authority. This provision shall not apply to the exchange rates used for reporting.

- 17.4 In cases where the Action is suspended or not completed within the Implementation Period of this Agreement, the funds that remain unexpended after all liabilities incurred in this period have been satisfied, including interest earned where applicable, will be reimbursed to the Contracting Authority.
- 17.5 Where the Action is not carried out at all, or is not carried out properly, in full or on time and without prejudice to its right to terminate this Agreement pursuant to Article 12.2, the Contracting Authority may, after allowing the Organisation to submit its observations and without prejudice to Article 13, reduce the contribution pro rata the actual implementation of the Action on the terms laid down in this Agreement.

Article 18 - RECOVERY

- 18.1 Where recovery is justified, the Organisation shall repay to the Contracting Authority within 45 days of the issuing of a letter (debit note) by which the Contracting Authority reclaims from the Organisation, any amounts paid in excess of the final amount due.
- 18.2 If the Organisation fails to repay by the due date, the sum due shall bear interest at the rate indicated in article 15.3. The interest shall be payable for the period elapsing from the day following expiry of the time limit for payment up to the day of payment. Any partial payment shall first cover the interest.
- 18.3 Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Organisation, after informing it accordingly. The Organisation's prior consent is not required. This shall not affect the Parties' option to agree on payment in instalments.
- 18.4 Bank charges incurred from the repayment of amounts due to the Contracting Authority shall be borne entirely by the Organisation.

ANNEX 3 TO THE PROPOSAL "PROFESSIONAL MEDIA FOR ELECTIONS" - BUDGET FOR THE ACTION

| Description of the Action | All Years | | | | Year 1 | | | | Year 2 | | | |
|--|---------------|------------|--------------------|----------------|---------------|------------|--------------------|----------------|---------------|------------|--------------------|----------------|
| | Unit | # of units | Unit rate (in EUR) | Costs (in EUR) | Unit | # of units | Unit rate (in EUR) | Costs (in EUR) | Unit | # of units | Unit rate (in EUR) | Costs (in EUR) |
| Costs | | | | | | | | | | | | |
| Advertising security for signs and posters | Per month | 13 | 2,654 | 45,099 | Per month | 6 | 2,654 | 17,251 | Per month | 7 | 2,654 | 31,848 |
| Advertising security for TV spots | Per month | 21 | 1,291 | 25,231 | Per month | 12 | 1,291 | 10,813 | Per month | 12 | 1,291 | 14,418 |
| Advertising security for radio spots | Per month | 4 | 707 | 2,828 | Per month | 3 | 707 | 707 | Per month | 3 | 707 | 2,121 |
| Advertising security for press spots | Per month | 5 | 152 | 810 | Per month | 3 | 152 | 324 | Per month | 3 | 152 | 456 |
| Human Resources | | | | | | | | | | | | |
| Project manager | Per month | 4 | 152 | 608 | Per month | 3 | 152 | 456 | Per month | 3 | 152 | 456 |
| | | | | 78,576 | | | | 29,247 | | | | 49,329 |
| Project coordinator | Per trip | 4 | 800 | 3,200 | Per trip | 4 | 800 | 3,200 | Per trip | 4 | 800 | 3,200 |
| Administrative support | Per trip | 5 | 100 | 500 | Per trip | 5 | 100 | 500 | Per trip | 5 | 100 | 500 |
| Administrative support | Per day | 30 | 100 | 2,000 | Per day | 3 | 100 | 300 | Per day | 12 | 100 | 1,200 |
| | | | | 5,700 | | | | 4,200 | | | | 1,500 |
| Transport and supplies | | | | | | | | | | | | |
| Transport and supplies | Per month | 21 | 220 | 4,620 | Per month | 12 | 220 | 1,990 | Per month | 12 | 220 | 2,640 |
| Transport and supplies | Per month | 21 | 400 | 8,400 | Per month | 12 | 400 | 3,600 | Per month | 12 | 400 | 4,800 |
| Transport and supplies | Per month | 21 | 78 | 1,638 | Per month | 12 | 78 | 701 | Per month | 12 | 78 | 932 |
| Transport and supplies | Per month | 21 | 200 | 4,200 | Per month | 12 | 200 | 1,800 | Per month | 12 | 200 | 2,400 |
| | | | | 18,858 | | | | 8,081 | | | | 10,775 |
| Other costs, services | | | | | | | | | | | | |
| Other costs, services | Per month | 14 | 7,200 | 100,800 | Per month | 7 | 7,200 | 50,400 | Per month | 7 | 7,200 | 50,400 |
| Other costs, services | Per month | 10 | 4,753 | 47,530 | Per month | 5 | 4,753 | 23,765 | Per month | 5 | 4,753 | 23,765 |
| Other costs, services | Per month | 14 | 2,280 | 31,920 | Per month | 7 | 2,280 | 15,960 | Per month | 7 | 2,280 | 15,960 |
| Other costs, services | Per month | 14 | 2,015 | 28,210 | Per month | 7 | 2,015 | 14,105 | Per month | 7 | 2,015 | 14,105 |
| Other costs, services | Per event | 1 | 3,000 | 3,000 | Per event | 1 | 3,000 | 3,000 | Per event | 1 | 3,000 | 3,000 |
| Other costs, services | Per event | 5 | 300 | 1,500 | Per event | 5 | 300 | 1,500 | Per event | 5 | 300 | 1,500 |
| Other costs, services | Per round | 2 | 575 | 1,150 | Per round | 2 | 575 | 1,150 | Per round | 2 | 575 | 1,150 |
| Other costs, services | Per month | 16 | 2,000 | 32,000 | Per month | 8 | 2,000 | 16,000 | Per month | 8 | 2,000 | 16,000 |
| Other costs, services | Per day | 30 | 550 | 16,500 | Per day | 10 | 550 | 5,500 | Per day | 10 | 550 | 5,500 |
| Other costs, services | Per week | 30 | 480 | 14,400 | Per week | 10 | 480 | 4,800 | Per week | 10 | 480 | 4,800 |
| Other costs, services | Per Programme | 30 | 100 | 3,000 | Per Programme | 30 | 100 | 3,000 | Per Programme | 30 | 100 | 3,000 |
| Other costs, services | Per month | 14 | 650 | 9,100 | Per month | 7 | 650 | 4,550 | Per month | 7 | 650 | 4,550 |
| Other costs, services | Per month | 4 | 765 | 3,060 | Per month | 2 | 765 | 1,530 | Per month | 2 | 765 | 1,530 |
| | | | | 388,470 | | | | 243,245 | | | | 145,225 |
| Expenses | | | | | | | | | | | | |
| Advertising security for signs and posters | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| Advertising security for TV spots | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| Advertising security for radio spots | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| Advertising security for press spots | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| Human Resources | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| Transport and supplies | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| Other costs, services | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| | | | | 491,602 | | | | 284,774 | | | | 206,829 |
| Advertising security for signs and posters | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| Advertising security for TV spots | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| Advertising security for radio spots | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| Advertising security for press spots | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| Human Resources | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| Transport and supplies | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| Other costs, services | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| | | | | 491,602 | | | | 284,774 | | | | 206,829 |
| Advertising security for signs and posters | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| Advertising security for TV spots | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| Advertising security for radio spots | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| Advertising security for press spots | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| Human Resources | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| Transport and supplies | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| Other costs, services | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 | Per month | 0 | 0 | 0 |
| | | | | 24,806 | | | | 16,703 | | | | 8,103 |

Sources of funding

| | Amount EUR | Percentage of total % |
|--|----------------|-----------------------------|
| Applicant's financial contribution (UNDP) | 137,226 | 26.57 |
| Commission/EDF contribution sought in this application | 326,000 | 63.13 |
| Contribution(s) from other European Institutions or EU Member States | | |
| <i>Name</i> | | |
| <i>Conditions</i> | | |
| Contributions from other organisations: | | |
| <i>Name</i> | | |
| <i>Conditions</i> | | |
| Georgian Public Broadcaster (GPB) | 30,000 | 5.81 |
| Unfunded | 23,182 | 4.49 |
| TOTAL CONTRIBUTIONS | | |
| Direct revenue from the Action | | |
| to be inserted if allowed by the guidelines, in kind contribution | | |
| OVERALL TOTAL | 516,408 | 100.00 |

FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

| ACCOUNT NAME | |
|-----------------|----------|
| ACCOUNT NAME(1) | |
| ADDRESS | |
| TOWN/CITY | POSTCODE |
| COUNTRY | |

| | |
|-----------|-----|
| CONTACT | |
| TELEPHONE | FAX |
| E-MAIL | |

| BANK | |
|----------------|----------|
| BANK NAME | |
| BRANCH ADDRESS | |
| TOWN/CITY | POSTCODE |
| COUNTRY | |
| ACCOUNT NUMBER | |
| IBAN(2) | |

REMARKS:

| BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE |
|---|
| (Both Obligatory)(3) |
| [Bank Stamp and Signature] |

| DATE + SIGNATURE ACCOUNT HOLDER : |
|-----------------------------------|
| (Obligatory) |
| [Date and Signature] |

1. Name of the account holder as it appears on the account opening document. 2. IBAN (International Bank Account Number) is a unique identifier for bank accounts. 3. Both the bank stamp and signature of the bank representative are mandatory for the account opening process.

ANNEX V

Request for payment for contribution agreement with an international organisation

Date of the request for payment <.....>

For the attention of

<Address of the Contracting Authority>

<Financial unit indicated in the Agreement>¹

Reference number of the Agreement: ...

Title of the Agreement: ...

Name and address of the Organisation: ...

Request for payment number: ...

Period covered by the request for payment: ...

Dear Sir/Madam,

I hereby request payment of prefinancing/interim payment/balance² under the Agreement mentioned above.

The amount requested is [as indicated in Article 4(2) of the Special Conditions of the Agreement/the following: ...]³

Please find attached the following supporting documents:

- narrative and financial progress report (for prefinancing / interim payments)
- final narrative and financial report (for payment of the balance)⁴

The payment should be made to the following bank account:...⁵

Please when making the payment indicate the following communication: ...

I hereby certify on honour that the information contained in this request for payment is full, reliable and true, that the costs incurred can be considered eligible in accordance with the Agreement and that this request for payment is substantiated by adequate supporting documents that can be checked.

Yours faithfully,

<signature>

¹ If applicable, please do not forget to address a copy of this letter to the European Union Delegation mentioned in Article 5 of the Special Conditions of the Agreement.

² Delete the options which do not apply.

³ Delete the option which does not apply.

⁴ Delete the items which do not apply.

⁵ Indicate the account number shown on the identification form annexed to the Agreement. In the event of change of bank account, please complete and attach a new identification form as per model.

^{5.24} Statements of prefinancing, interim payments and final payments are supplied by the contracting authority corresponding to the use of the Agreement. More details are available on the website of the contracting authority.

