



Partnership Agreement

I. The Parties

The International Psycho - Rehabilitation Centre for Victims of Torture, Violence and Pronounced Stress Impact «**EMPATHY**» RCT/EMPATHY, Georgia) (henceforth: the RCT/EMPATHY), 23 Kandelaki Str., **Tbilisi** 0160, Georgia, Phone: **+(995 32) 238 10 15**; Fax: **+(995 32) 238 10 33**; E - mail: **centre@empathy.ge**, URL: **www.empathy.ge**
Represented by: Dr. Mariam Jishkariani, President of the **RCT/EMPATHY**

and

Foundation Against Violation of Law NGO (Hereinafter FAVL)

Partner 1:	Name: Foundation Against the Violation of Law NGO EuropeAid ID number, if available[1]: AM-2008-BST-2605239149 Nationality and date of establishment[2]: Armenia, 1992 Legal status[3]: non-governmental organisation /NGO/
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Represented by: Mikayel Aramyan, Chairman of the FAVL (Armenia)

Considering that the present Partnership Agreement is concerning the implementation of the Project of the RCT/EMPATHY "Caucasian Anti – Torture Network: Multi Rehabilitation Services for Torture Victims and Fight Impunity" (EIDHR/2013/318878); Considering that 80 % of the total budget for the project is covered by a grant from the EC under the Call for proposal for Support to Human Rights and Democracy actions on Torture and other forms of ill-treatment, other 20% will be raised by the RCT/EMPATHY.

Considering that the overall project implementation timeframe shall be 36 months, from 1 August 2013 until July 31, 2016. **Project starting date in Armenia should be October 1, 2013 and ending date July 31, 2016.**

II. Obligations

1. - General

The parties agree to jointly carry out the activities in Armenia as outlined in the Approved Grant Application, and further specified in the Terms of Reference (Annex I) -

The parties shall implement the project with the requisite care, **efficiency**, transparency and diligence, in line with best practice in the field concerned and in compliance with the contract, its time-frame and budget and this Partnership Agreement.

2. - The RCT/EMPATHY

The RCT/EMPATHY being the Grant Beneficiary agency shall be responsible for the overall implementation of activities as well as the elaboration, auditing and submission of the financial and narrative reports as specified in the Grant Contract with EC Delegation to Georgia. The RCT/EMPATHY, bearing legal and financial responsibilities towards the EC, will retain the responsibility for budgetary management and reporting.

An interim report will be after each 12 months submitted to the EC Delegation and Final report should be submitted after the end of the project; According to the EC Delegation to Georgia requirements managerial reports should be submitted in each 3 months from the starting period of the project.

3. - FAVL

The FAVL shall be responsible for the proper implementation of the activities specified in the Terms of Reference (Annex I, Armenia).

The FAVL will contribute to on-going monitoring of project progress by providing input to a quarterly monitoring (reporting) form (as of early December 2013). Moreover, the Human Rights Centre is responsible for providing adequate and timely input to the required financial and narrative reports (in English or Russian) according to the reporting time frame set in the Grant Contract. This includes narrative reports from possible missions and meetings. The Centre will upon request submit financial documentation to serve as verification for the financial reports and as required by the EC (receipts, time sheets, boarding passes, etc).

The agreed tasks specified in the Terms of Reference (Annex I - Armenia) cannot be assigned to a third party without RCT/EMPATHY's prior approval in writing.

A handwritten signature in blue ink, appearing to be 'Mikayel Aramyan', is written over the page number '2'.



4. - Coordination

The parties will **keep** each other updated on a **regular** basis and shall **inform** each other in **writing**, via means of **email, Skype** of any relevant initiative taken within **the** framework of the project implementation in the country and the progress of the project.

The FAVL Provides with three months progress reports according to narrative reporting form (**Annex IV**) elaborated by the RCT/EMPATHY and also with three months financial reporting form (**Annex V**) elaborated by the RCT/EMPATHY according to the agreement signed with EC Delegation to Georgia.

The RCT/EMPATHY will provide brief status reports on overall project progress on a regular basis (after each three months to the EC Delegation to Georgia).

The parties must inform each other without delay of any circumstances likely to hamper or delay the implementation of the project.

III. Agreement Period

This agreement will enter into force on the date that the FAVL countersigns the agreement and will expire upon completion of the 36 months project period, i.e. on 31 July, 2016

IV. Financial matters

1. Budget (Annex III)

The total project budget amounts to is to EUR 1.225 000 of which the EC covers 80 %, equal to EUR 980000 (80 % of each year prior and other 20 % after the annual reports' approval). The RCT/EMPATHY carries responsibility for the identification of the corresponding EUR 245000 matching funds. The FAVL shall assist the efforts to ensure matching funds by promoting the project and its objectives on any relevant occasion.

The following expenses for the FAVL are covered in the project budget:

Staff

Local Coordinator (50 %): Total fee of EUR 10,200 covering a 34 month period (1 October 2013 - 31 July 2016)

Communication Officer (25%): Total fee of EUR 4,400 covering a 32 month period (December **or/January** 2013 - 31 July 2016)

Financial Officer (25 %) : Total fee of EUR 4,950 covering a 34 month period (1 October 2013 - 31 July 2016)

Physician (50 %): Total fee of EUR 8,160 covering a 34 month period (1 October 2013 - 31 July 2016)

Psychiatrist (50 %) - Total fee of EUR 7,990 covering a 34 month period (1 October 2013 - 31 July 2016)

Lawyer (50 %) - Total fee of EUR 9,350 covering a 34 month period (1 October 2013 - 31 July 2016)

subtotal Salaries during three years amounts EUR 45,050

Medical Experts, Forensic Experts, legal experts fee Armenia; Total for 34 Months amounts EUR 9,350

Total Human Resources amounts EUR 54,400

The FAVL Centre can choose to allocate already employed staff to the project. With reference to Annex II the FAVL confirms that that the agreed staff resources have been allocated to the project.



Other Fixed fees:

-office supplies total for 34 months: EUR 8,500

- Medicines and Medical Supplies for patients for 34 months: EUR 11,900

- Fees for sub contractor clinics for para = clinical examination and/or forensic evaluation for 34 months: EUR 11,900

-Bank fee total EUR 850

Total for 34 months: EUR 87,550

Other expenses

All direct expenses related to the implementation of the tasks and activities described in the Terms of Reference Annex I. For expenses relating to travel, local training sessions etc will be paid by the **RCT/EMPATHY** separately and the separate budget will be developed in close collaboration between the **FAVL** and the **RCT/EMPATHY**.

The **FAVL** is responsible for payment to the local authorities of any taxes or similar deriving from their income according to this contract. The **FAVL** fees also cover pension as well as insurance costs for Centre staff in connection with **possible travel** and other **project** activities.

In reference to Article 14 of the General Conditions of the Grant Contract, to be considered eligible as direct costs of the project, costs must:

- be a part of the approved budget
- be necessary for carrying out the project;
- have actually been incurred by the partners during the eligibility period of the **project** (not before or afterwards).
- be documented according to the EC rules and conditions. This **includes** collection and filing of original invoices, project staffs roll payments, possible air tickets and boarding passes.

The fee and compensation of direct costs to be **paid** to the **FAVL** by the **RCT/EMPATHY** cannot exceed the maximum amount agreed and set in the budget of the project, even if the total actual amount spent by the Centre exceeds the estimated budget.

The **FAVL** will every three months, upon signature of the contract, and within the 10th working day in the subsequent month submit a brief financial report reflecting actual expenses compared to budget (a template reporting form will be provided by the **RCT/EMPATHY**). The **RCT/EMPATHY** will reimburse the actual expenses assuming that they do not exceed the budgeted amounts.

Should the **FAVL** have suggestions for changes in budgets this should be included in the reporting. The **FAVL** is subject to the same rules and conditions as **RCT/EMPATHY** when it comes to acceptable deviations between approved budgets and actual.

The **FAVL** undertakes to repay to the **RCT/EMPATHY** any amounts paid in excess of the agreed amount within 45 days of receiving a request to do so.

2. Transfer of funds

The fixed fees for **FAVL** staff will be paid in specifically identified Account for this project in EUR quarterly as from 1 October 2013 and then after presenting and approving of the quarterly narrative and financial reports.



Other disbursed expenses will be reimbursed upon presentation of receipts annexed to the three month financial report. Should the FAVL need a pre-payment to cover planned expenses for seminars, goods etc. this is possible through requests and **agreements** of the **RCT/EMPATHY**.

The **RCT/EMPATHY** shall transfer the amounts to the following bank account of the FAVL:

Bank details	
Name of bank	ARDSHININVESTBANK CJSC
Address of bank	
Account number	A/N 2470100432030049
Currency of account	EUR
Bank/BIC code	
SWIFT code	
IBAN code (if applicable)	
Name of account holder	"FOUNDATION AGAINST THE VIOLATION OF LAW" NGO
Address of account holder	6 Arshakunyats Ave. Yerevan, Armenia 0023
Account restrictions (if any)	Transactions made at presence of signature of the President and the accountant.

REMARKS

Intermediary Bank:

3. Audit reports

Each interim report and final report that will be submitted to the EC must be accompanied by an audit report conducted by Georgian Audit Company (as per special conditions of the Grant Contract and the annex VII of the Grant Contract: Expenditure verification).

The audits will take place at the **RCT/EMPATHY**. The FAVL to the same EC rules and conditions as the **RCT/EMPATHY** when it comes to audit and shall upon request submit financial documentation to serve as verification for the auditors, including accounting records and proof of delivery of services such as reports, travel documentation, time sheets etc. (ref. Article 16 in Annex IV of the Grant Contract, Annex I to this agreement).

V. Final Provisions

1. Visibility

The parties must take all necessary steps to publicize the fact that the EC is co-financing the project (Art 6 of the General Conditions of the Grant Contract) and will make sure that their respective **websites** and relevant publications reflect the activities undertaken under this project.

Any notice or publication by the FAVL concerning the project, including those delivered at a conference or seminar, must specify that **the** activity has received EU funding. Any publication by the FAVL, in whatever form and by whatever medium, including the internet, must include the following statement: "This document has been produced with the financial assistance of the European Union. The contents of this document are the



sole responsibility of the Centre and can under no circumstances be regarded as reflecting the position of the European Union."

2. Confidentiality

By signing this contract, both parties accept to respect confidentiality of any sensitive material or internal information pertaining to the organizations involved in the implementation of the project or to survivors or victims' stories.

3. Copyright

The copyright of all materials produced within the framework of the project will be property of the RCT/EMPATHY. The FAVL shall be referenced as leading or contributing author as appropriate in respect of all materials produced by or with the Centre's contribution.

The FAVL shall be provided with full license to use the materials (electronic and print) which it has produced within the framework of the project as long as due acknowledgement is made of the RCT/EMPATHY as the source, the context, and the contributing authors - however not for sale or for use in conjunction with commercial purposes.

Reproduction or translation of substantial portions of the materials, or any use other than for educational or other non-commercial purposes, require explicit, prior authorization in writing by the RCT/EMPATHY.

4. Amendment to the Grant Contract

The FAVL may propose a change to the activities under its responsibility. Should these changes request that the grant contract is amended; the FAVL shall submit written justification one month before the activity should take place. The RCT/EMPATHY shall take the request forward and the amendment shall be accepted upon agreement from the donors.

5. Amendments to the partnership agreement

The agreement may be amended by mutual consent of the parties, through the issuance of a written modification, signed and dated by the parties, prior to any changes being performed.

6. Early termination

Either party may terminate the performance of its obligations with a three months written notice to the other party.

In case of mismanagement of the contract conditions or failure to fulfill the obligations under this agreement, the injured party can terminate the agreement immediately.

In case of force majeure the parties may terminate activities under this agreement without prior notice and shall inform each other immediately.

In the case of early termination of the agreement, no further payments will be released by the RCT/EMPATHY. The FAVL shall be entitled to payment for the activities already carried out excluding costs connected with commitments that would be implemented after termination.

7. Dispute resolution

A resolution to any dispute between the contracting parties or any other entity arising out of or relating to this contract shall first be sought through negotiation, compromise or arbitration. An arbitration committee shall be composed of three members, the composition of which will be agreed upon by the parties before the arbitration

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commences. If such resolution efforts fail, the matter shall be referred to the jurisdiction of the courts of Georgia.

Done at the RCT/EMPATHY, Georgia on 14 of October 2013 in two originals in the English language.

Signed on behalf of

The RCT/EMPATHY, Georgia

The FAVL , Armenia

Mariam Jishkariani

Mikayel Aramyan



Annexes:

- I. Terms of Reference
- II. Confirmation from the Centre regarding the allocation of staff resources
- III. Budget for FAVL , Armenia
- IV. Narrative Reporting form for partners
- V. Financial Reporting form for partners