

Advisory Contract EU2

This Contract is made pursuant to the Article 1, Paragraph 3¹, Section (e) of Law of Georgia on State Procurement by and between the Office of the State Minister for European and Euro-Atlantic Integration of Georgia, represented by Mr. Alexi Petriashvili, the State Minister of Georgia on European and Euro-Atlantic Integration (hereinafter referred as “the Client”) and Cambre Associates, represented by Aart van Iterson (hereinafter referred as “the Firm”)

WHEREAS, in consideration of the Services hereinafter stated, the Client is willing to hire the Adviser to assist the Client with respect to supporting and advising Government of Georgia and its agencies on foreign developments, which affect the interests of Georgia, formulating strategies and policy initiatives in the pursuit of these interests, lending personal support to senior officials or the Government of Georgia in fulfilling their duties in the field of foreign policy, Supporting Georgia’s EU and NATO aspirations, relations with media and opinion makers, facilitating arrangement of relevant events and meetings and educating Europe about developments in Georgia.

The Firm is willing to render such services to the Client.

NOW THEREFORE, the parties agree as follows:

Article 1. Purpose of the Contract

The purpose of the Contract is to make available to the Client the Services (hereinafter referred as “the Services”) by the firm as shown in the recital of this Contract and subsequently agreed to by the Client and Firm on an ongoing basis.

Article 2. Rights and Obligations of the Parties

2.1. The Firm:

- 2.1.1. shall render the Services in due time and of proper quality;
- 2.1.2. has to notify the Client regarding any conflict of interest that would interfere with its representation;
- 2.1.3. agrees not to disclose any confidential information obtained during the performance of the Services to anyone other than the Client without the specific written consent of the latter. This provision is valid at any time during or after the duration of the Contract except when disclosure of such information is required by the law;
- 2.1.4. the Firm and its staff, in performing its obligations for the Client, shall at all times perform the Services by using all reasonable skill, care, due diligence and efficiency

- and shall carry out its professional obligations in accordance with recognized international professional standards;
- 2.1.5. the Firm is obliged to inform the Client immediately about any reasons and/or circumstances, independent from it, that can disrupt for the course of timely and proper fulfillment of the “Services”;
 - 2.1.6. shall avoid any behavior which might damage Government of Georgia’s reputation or which in any way might adversely affect the interests, reputation or assets of the Government of Georgia.

2.2. The Client:

- 2.2.1. shall render payment to the Firm for the Services provided in accordance with article 4 of this Contract;
- 2.2.2. agrees that the Firm’s representation in this matter will not preclude the Firm representing other clients, whenever such representation can be undertaken consistent with applicable ethical and professional rules.

Article 3. Deliverables and Reports

The Firm shall submit:

- 3.1. a progress report every two weeks with brief description of completed activities during a reporting period;
- 3.2. a monthly report with detailed description of the completed and planned activities during a reporting period. Monthly reports shall be submitted within 5 days after the end of a reporting period.
- 3.3. all deliverables produced (e.g. plans, speeches, action plans, publications) during a reporting period; deliverables should be submitted together with monthly reports;
- 3.4. a final report shall be submitted within 10 days after the end of the contract.

Article 4. Costs and Taxes

- 4.1 Monthly payment equal to € 50,000 shall be made by the Client to the Firm’s bank account within 10 days after the Firm submits an invoice together with monthly reports and deliverables indicated in the Article 3 of the Contract.



- 4.2 Additional costs, other than indicated in Article 4.3 of the Contract, can be billed upon approval of the client.
- 4.3 Extra costs in excess of € 300 (three hundred) including international and domestic travel, economy class tickets, standard room accommodation, taxis to and from airport and other expenses incurred by the Firm require prior approval of the Client.
- 4.4 For the purposes of reimbursement of extra costs the Client may request submission of checks, receipts, bills, invoices or any other financial documents that may be used to certify the fulfillment of the Firm's contractual obligations. The Firm is obliged to keep above mentioned documents for the duration of the Contract.
- 4.5 Taxes, which may be incurred by the Firm on payments made by the Client for the Services rendered under this Contract, shall be the responsibility of the Client for taxes incurred in Georgia and the responsibility of the Firm for taxes incurred outside of Georgia.
- 4.6 The Firm bears all expenses connected with bank services on the territory of its country. The Client bears all expenses connected with bank services on the territory of Georgia.

Article 5. Force Majeure

Parties to the Contract shall be released from responsibility for complete or partial non-performance of their obligations under the Contract should this non-performance be caused by such circumstances like flood, fire, other natural disaster, strikes, military operations, epidemics and other unforeseeable circumstances which are beyond the Party's control and if they have had a direct damaging effect on the execution of the Contract. If any of these circumstances have affected directly to the timely execution of the Contract the term of liabilities execution will be postponed in proportion for the time period of the disruptive events. Parties are obliged to give a written notification regarding impeding circumstances mentioned in this article.

Article 6. Amendments

Any changes in the nature or scope of the Services to be performed by the Firm for the Client pursuant to this Contract or any amendment to the terms of this Contract shall only be made in writing in the form of an addendum to this Contract. Such addendum shall be signed by the both Client and the Firm and shall be incorporated as part of this Contract by this reference.

Article 7. Termination of the Contract

- 7.1 The Contract can be terminated by either Party with one-month advance written notice or by the 15 day written notice in case any Party violates the terms of the Contract.



- 7.2 In the event of termination of the Contract, the Client shall compensate the firm for its fees incurred for the Services performed up to the effective date of termination in connection with the termination of the Contract.

Article 8. Applicable law and dispute settlement

This Contract shall be governed by and construed in accordance with the laws of the country of Georgia. Any disputes arising out of or related to the Contract shall be resolved by a court of appropriate jurisdiction in Tbilisi, Georgia.

Article 9. Validity of the Contract

- 9.1 This Contract will be valid from January 1 2014. The end date of the Contract is December 31, 2014. The parties may renew the Contract for an additional time period as may be further agreed in writing.
- 9.2 The Contract is concluded in two copies of equal legal validity in English language.



Signed By:

Office of the State Minister for European and Euro-Atlantic Integration of Georgia

Represented by Mr. Alexi Petriashvili

Tbilisi, Georgia 0175

P. Ingorokva Str. N7

Signature: 

Date: 11/11/14

Cambre Associates

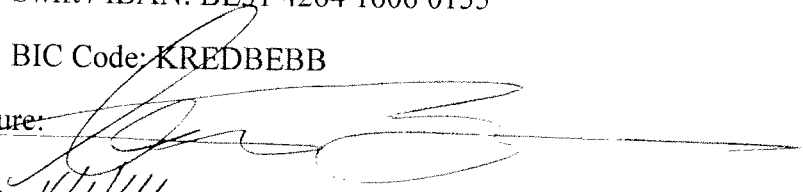
52 Rue Defacqz

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Bank details:

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BIC Code: KREDBEBB

Signature: 

Date... 11/11/14

