

**GRANT CONTRACT  
BETWEEN  
THE EMBASSY OF JAPAN IN GEORGIA  
AND  
TSAGERI MUNICIPALITY  
FOR  
THE PROJECT FOR PROVISION OF HEAVY EQUIPMENT FOR DISASTER RESPONSE  
AND DISASTER RISK REDUCTION IN TSAGERI MUNICIPALITY**

With a view to contributing to the execution of the project by Tsageri Municipality (hereinafter referred to as "the Recipient"), entitled the Project for Provision of Heavy Equipment for Disaster Response and Disaster Risk Reduction in Tsageri Municipality (hereinafter referred to as "the Project"), the Embassy of Japan in Georgia (hereinafter referred to as "the Donor") will make available to the Recipient a grant up to Seventy thousand five hundred US dollars (USD 70,500) or its local currency equivalent as of the date of the disbursement (details attached) by March 31, 2021.


In accepting the said grant from the Donor, the Recipient agrees:

- A to provide the Donor with an official receipt for the grant received;
- B to provide the Donor with documents relevant to the Project such as procurement contracts for products and/or services upon request by the Donor;
- C to use the grant properly and exclusively for the purchase of such products and/or services necessary for the execution of the Project as enumerated in the Annex of this contract and not to use those products and/or services purchased with the grant for purposes other than the execution of the Project, without acquiring any prior written approval from the Donor;
- D to provide the Donor with the following reports on the progress of the Project:
  - (1) one (1) interim report to be provided within six months after the contract date
  - (2) one (1) project completion report (including an audit report on the grant issued by an independent accountant/accounting body) to be provided upon the completion of the Project (The above reports should outline achieved results in the light of the original goals and objectives as stated in the application proposal for the Project. The reports should include a clear accounting report of the allocation and disbursement of the grant.)
  - (3) any other reports on the Project to be provided upon request of the Donor, in accordance with the Donor's instructions;
- E to complete the Project within one year after the contract date;
- F to consult with and receive instructions from the Donor in case the Recipient wishes:
  - (1) to change how the grant is spent from the original plan in the application
  - (2) to change the contents of the Project
  - (3) to suspend and/or terminate execution of the Project
  - (4) to extend the completion date of the Project;
- G to keep accounting documents that verify how the grant was spent for at least five years after the completion of the Project;

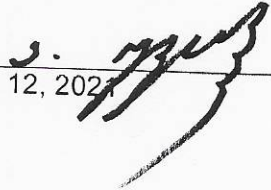
- H to bear all responsibilities for deaths, injuries, diseases, and any other damages to the members of the Recipient in the course of the execution of the Project, and that the Donor will not be responsible for anything that happens during the execution of the Project;
- I to consult with the Donor promptly on all matters which may have any influence on the execution of the Project;
- J to recognize that the Donor reserves the right to claim a refund of a portion or the whole of the grant if:
  - (1) a part or the whole of the grant remains unused when the execution of the Project is suspended or terminated;
  - (2) the Recipient breaches this contract; and
- K that this contract shall be governed by and construed and interpreted in accordance with the laws agreed to by the Donor and the Recipient.

The terms and conditions hereby stipulated are accepted by:

**The Donor:**           **The Embassy of Japan in Georgia**  
**Name:**               IMAMURA Akira  
**Title:**                Ambassador Extraordinary and Plenipotentiary of Japan to Georgia

**Signature:**         
**Date:**               February 12, 2021

**The Recipient:**   **Tsageri Municipality**  
**Name:**             Avtandil Ugrekhelidze  
**Title:**             Mayor

**Signature:**         
**Date:**               February 12, 2021

**Annex**

**Name of the Project:** The Project for Provision of Heavy Equipment for Disaster Response and Disaster Risk Reduction in Tsageri Municipality  
**Name of the Donor:** The Embassy of Japan in Georgia  
**Name of the Recipient:** Tsageri Municipality  
**Signing date of the Grant Contract:** February 12, 2021  
**Total amount of the Grant:** Up to Seventy thousand five hundred US dollars (USD 70,500)

In accepting the grant from the Donor, the Recipient agrees to use the grant for the purchase of the products and / or services mentioned below:

<b>Item</b>	<b>Quantity</b>
Heavy Equipment Cost	1
External Audit Cost	1

end