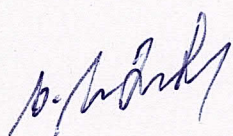


AGENT AGREEMENT
BETWEEN
MINISTRY OF LABOUR, HEALTH AND SOCIAL AFFAIRS
THE GOVERNMENT OF GEORGIA
AND
JAPAN INTERNATIONAL
COOPERATION SYSTEM (JICS)
FOR
PROCUREMENT SERVICES
UNDER
JAPAN'S NON-PROJECT GRANT AID FOR
INTRODUCTION OF JAPANESE ADVANCED PRODUCTS
AND ITS SYSTEM
(Medical Equipment and Welfare Apparatus Package)
2014

OCTOBER 28, 2014



AGREEMENT

THIS AGREEMENT is made this 28th of October, 2014.

BETWEEN :

THE GOVERNMENT OF GEORGIA (hereinafter referred to as "**the Recipient**") of the one part,

AND :

Japan International Cooperation System duly organized and existing under the laws of Japan, having its principal office of business at Shinjuku EAST Building, 10-5, Tomihisa-cho, Shinjuku-ku, Tokyo, 162-0067 Japan (hereinafter referred to as "**JICS**") of the other part.

WHEREAS, the Government of Japan (hereinafter referred to as "**the Donor**") has extended the Non-Project Grant Aid for Introduction of Japanese Advanced Products and its System (Medical Equipment and Welfare Apparatus Package) to the Recipient in accordance with the Exchange of Notes (hereinafter referred to as "**the E/N**") and the Agreed Minutes on Procedural Details (hereinafter referred to as "**the A/M**") signed on June 18, 2014 between the two Governments;

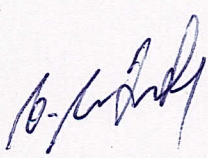
AND :

WHEREAS, the Recipient intends to use the Grant made available under the Non-Project Grant Aid for Introduction of Japanese Advanced Products and its System (Medical Equipment and Welfare Apparatus Package) for the payment for the Products and the Services procured for and on behalf of the Recipient by JICS and for the Agent's Services rendered by JICS hereunder;

AND :

WHEREAS, JICS has experience in the field of Japan's Grant Aid;

NOW, THEREFORE, IT IS HEREBY AGREED as follows:



The following documents attached hereto shall be deemed to form an integral part of this Agreement:

- (a) The General Conditions;
- (b) The Special Conditions; and
- (c) The following Appendices:

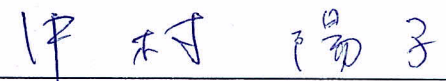
APPENDIX-A	DETAILS OF AGENT'S SERVICES TO BE PROVIDED BY JICS
APPENDIX-B	BLANKET DISBURSEMENT AUTHORIZATION
APPENDIX-C	DISBURSEMENT REQUEST
APPENDIX-D	DETAILED ESTIMATE
APPENDIX-E	NOTIFICATION OF DISBURSEMENT REQUEST
APPENDIX-F	NOTIFICATION OF PAYMENT OF THE AGENT'S FEES
APPENDIX-G	REIMBURSEMENT REQUEST
APPENDIX-H	CERTIFICATE OF ELIGIBLE PROCUREMENT
APPENDIX-I	CERTIFICATE OF ELIGIBLE PROCUREMENT FOR THE REMAINING AMOUNT (REIMBURSEMENT PROCEDURES)
APPENDIX-J	CASH FLOW OF THE FUNDS

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have hereunto set their hands on the date first above written.

Place of signing: Tbilisi, Georgia



David Lomidze
Deputy Minister
Ministry of Labour, Health and Social Affairs
The Government of Georgia



Yoko Nakamura
Project Manager
Japan International Cooperation System
(JICS)

GENERAL CONDITIONS

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1 DEFINITIONS

As used herein, the following terms have the respective meanings set forth below.

1.1

"The Advances" means the funds received in the Procurement Account from the Recipient Account to cover expenses related to the procurement of the Products and the Services, and the Agent's Services as set forth in Clause 4 (SCOPE OF THE AGENT'S SERVICES). JICS shall make payments for the procurement of the Products and the Services to the Suppliers from the Advances. The Agent's Fees shall be disbursed from the Advances.

1.2

"The Agent's Fees" means the remuneration that the Recipient shall pay to JICS for the Agent's Services pursuant to this Agreement.

1.3

"The Agent's Services" means the services as set forth in Clause 4 (SCOPE OF THE AGENT'S SERVICES) as per described in the Scope of the Agent's Services attached to the E/N and the A/M.

1.4

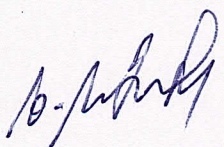
"The A/M" means the Agreed Minutes on Procedural Details signed by the Recipient and the Donor on June 18, 2014 in connection with Japan's Non-Project Grant Aid for Introduction of Japanese Advanced Products and its System (Medical Equipment and Welfare Apparatus Package) which is intended to promote economic and social development efforts by the Recipient.

1.5

"The Bank" means a bank in Japan in which the Recipient has opened the yen ordinary deposit account to receive the Grant from the Donor. The Recipient and the Bank shall conclude an arrangement regarding transfer of the Grant and its accrued interest in which the Recipient shall designate JICS as the representative acting in the name of the Recipient concerning all transfers of funds to the Procurement Account in accordance with the E/N.

1.6

"The BDA" means the Blanket Disbursement Authorization form attached hereto as



APPENDIX-B. By signing this form, the Recipient designates JICS as the representative authorized to act in the name of the Recipient concerning all transfers of the Grant and its accrued interest to the Procurement Account.

1.7

"The CEP" means the Certificate of Eligible Procurement form attached hereto as APPENDIX-H. The form shall be issued by JICS prior to entering into each contract of the Products and the Services with the Supplier and prior to payment of the Agent's Fees to JICS. This form shall certify the eligibility of proposed procurement concerning the Products and the Services to be procured under the Grant and its accrued interest and shall be submitted to the Donor. The copy of CEP shall be submitted to the Recipient.

1.8

"The CEP for the Remaining Amount" means the Certificate of Eligible Procurement for the Remaining Amount form attached hereto as APPENDIX-I. The form shall be issued by JICS upon receipt of the Reimbursement Request from the Recipient. JICS shall submit this form to the bank for the reimbursement of the remaining amount of the Grant and its accrued interest to the Recipient.

1.9

"The Committee" means the consultative committee which consists of the members appointed by the Recipient and the Donor. The Committee shall discuss any matters that may arise from or in connection with the E/N.

1.10

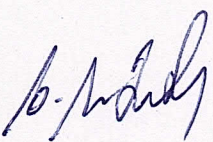
"The Components" means the Products defined in sub-Clause 1.25 and the Services defined in sub-Clause 1.29, as per described in the A/M.

1.11

"The Detailed Estimate" means the form attached hereto as APPENDIX-D. JICS shall issue the form, which describes the allocation of the Grant and its accrued interest according to the decision made by the Recipient, and submit the form to the Bank as an attachment to the Disbursement Request.

1.12

"The Disbursement Request" means the form attached hereto as APPENDIX-C. JICS



shall use the form to request the Bank to transfer the funds to cover necessary expenses for the procurement of the Products and the Services and the Agent's Services.

1.13

"The Donor" means the Government of Japan.

1.14

"The E/N" means the official notes exchanged between the Recipient and the Donor on June 18, 2014 in connection with the Grant Aid.

1.15

"The End-user" means the organization(s) in the Recipient country that intend(s) to use the Products and the Services procured under the Grant Aid.

1.16

"The Grant" means the funds made available by the Grant Aid.

1.17

"The Grant Aid" means Japan's Non-Project Grant Aid for Introduction of Japanese Advanced Products and its System (Medical Equipment and Welfare Apparatus Package) to be extended for the purpose of contributing to the promotion of economic and social development efforts by the Recipient.

1.18

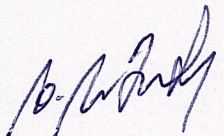
"The Guidelines" means the Procurement Guidelines for Japan's Non-Project Grant Aid published by the Ministry of Foreign Affairs of Japan.

1.19

"JICS" means Japan International Cooperation System, which has been instructed to provide services in connection with the procurement of the Products and the Services on behalf of the Recipient on the basis of the A/M, and which is alternatively herein called "the Agent".

1.20

"The JICS Account" means the yen ordinary deposit account, to which the Agent's Fees will be remitted from the Procurement Account pursuant to this Agreement.



1.21

"The Minutes of Discussions" means agreements made in writing between the Recipient (and/or the End-user, if necessary) and JICS regarding the procurement details.

1.22

"The Notification of Disbursement Request" means the form attached hereto as APPENDIX-E. JICS shall use the form to notify the Recipient of disbursement request(s) made to the Bank.

1.23

"The Notification of Payment of the Agent's Fees" means the form attached hereto as APPENDIX-F. JICS shall use the form to notify the Recipient of each payment of the Agent's Fees from the Procurement Account to the JICS Account.

1.24

"The Procurement Account" means the yen settlement ordinary deposit account in the name of JICS, the main purpose of which is to receive funds from the Recipient Account necessary for both the procurement of the Products and the Services and also for the Agent's Services as the Advances. JICS shall make payments to Suppliers as well as to JICS for the Agent's Fees from the Advances deposited in the Procurement Account.

1.25

"The Products" means any products procured by JICS under the Grant Aid.

1.26

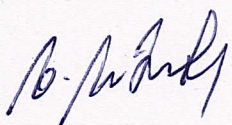
"The Recipient" means the Government of Georgia.

1.27

"The Recipient Account" means the yen ordinary deposit account in the name of the Recipient with the Bank, the purpose of which is to receive the Grant from the Donor.

1.28

"The Reimbursement Request" means the form attached hereto as APPENDIX-G. The Recipient may submit this form, together with all necessary documents such as invoice(s), commercial invoice(s), bill(s) of lading, post parcel receipt(s) or air consignment note(s) to JICS to instruct the remittance of the remaining amount of the Grant and its accrued interest



to a bank account designated by the Recipient. This form shall be issued by the Recipient when all payments from the Procurement Account have been completed and when the total of the remaining amount in the Recipient Account and the remaining amount of the Advances is less than three percent (3%) of the Grant and its accrued interest excluding the Agent's Fees.

1.29

"The Services" means any services procured by JICS under the Grant Aid.

1.30

"The Suppliers" means the Japanese firms or companies that supply the Products and/or provide the Services under the Grant.

Words importing the singular only also include the plural and vice versa where the context requires. Words indicating one gender include all genders.

2 BASIS OF AGREEMENT

Any and all stipulations of this Agreement shall be consistent with the contents of the E/N, the A/M and the Guidelines. Should any of the stipulations of this Agreement be in conflict with the E/N, the A/M and the Guidelines, such stipulations shall be corrected to be consistent with the E/N, the A/M and the Guidelines. If agreement on any such amendment or modification cannot be reached, the conflicting provision hereof shall be deemed void ab initio.

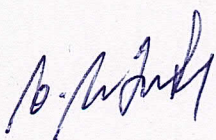
3 APPOINTMENT

The Recipient hereby appoints and authorizes JICS to act as the Agent on its behalf and JICS hereby agrees to act as the Agent as referred to in the A/M for and on behalf of the Recipient to procure the Products and the Services in accordance with the terms and conditions herein, ensuring consistency with the E/N, the A/M and the Guidelines.

4 SCOPE OF THE AGENT'S SERVICES

4.1

Collection of necessary information and provision of advice to the Recipient, if necessary, on



the Components to be procured based on the request by the Recipient, including availability of supply of such Components.

4.2

Provision of information and advice to the Committee meetings.

4.3

Ensuring that the Recipient and the End-users fully understand the procedures to be employed, where necessary.

4.4

- (1) Preparation of specifications of the Components for the Recipient, including, where necessary, detailed discussions with the End-users.
- (2) Preparation of tender documents appropriate to the type and value of Components to be procured.
- (3) Advertisement of tenders, where the competitive bidding is to be held, the wording of which is to be agreed upon between the Recipient and the Donor.
- (4) Evaluation of tender, including both technical and financial considerations.
- (5) Submission of recommendations to the Recipient for approval to place order with the Suppliers.

4.5

Receipt and utilization of the Advances in accordance with the Agent Agreement with the Recipient.

4.6

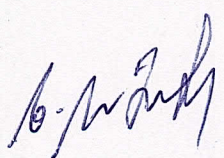
Negotiation and conclusion of contracts with the Suppliers, including satisfactory payment, shipment and inspection arrangements.

4.7

Checking the progress of supplies to ensure that delivery dates are met.

4.8

Providing the Recipient and the End-users with documents containing detailed information of progress of orders, notification of orders placed, amendments to contracts, delivery information, shipping documents, etc.



4.9

Payment to the Suppliers from the Advances.

4.10

Providing the following documents to the Donor and the Recipient:

- (1) Certificate of Eligible Procurement as per APPENDIX-H
- (2) Pro-forma Invoice.

4.11

Preparation of quarterly status reports for the Recipient and the Donor, covering enquiries, orders, order status, values and delivery information.

4.12

Submission of quarterly statements to the Recipient and the Donor, detailing balance against the Grant and its accrued interest and all disbursements for the quarter.

4.13

Transferring of the balance of the Advances to the Recipient Account after the period referred to in sub-paragraph (5) of paragraph 5 of the A/M.

4.14

Submission to the Donor of an overall evaluation report including details of all the Components shipped, source country, delivery date, value of the Components (including relevant charges) and total amounts disbursed and remaining.

5 PERIOD OF EXECUTING OF AGENT'S SERVICES

This Agreement shall come into force upon execution hereof, subject to obtaining a written approval from the Donor and remain in effect until the exhaustion of the Grant and its accrued interest, unless terminated in Clause 19 (TERMINATION).

6 REMUNERATION

6.1

The Recipient shall pay JICS a total amount of Thirty One Million Five Hundred Thousand Japanese Yen only (JPY31,500,000) as the Agent's Fees for its procurement service.

7 PAYMENT

7.1

The Advances for total amount of the Agent's Fees shall be transferred in Japanese Yen from the Recipient Account to the Procurement Account, and the Agent's Fees shall be paid to JICS in Japanese Yen from the Advances in the manner stipulated in this Clause.

7.2

JICS shall notify the Recipient of the payment of the Agent's Fees by issuing the form of Notification of Payment of the Agent's Fees in Appendix-F hereto accompanied by a copy of CEP. As for the first payment of Agent's Fees, the notification shall, together with the copy of CEP, be accompanied by a copy of the approval by the Donor. As for the second payment of Agent's Fees, the notification shall, together with the copy of CEP, be accompanied by a copy of the first contract concluded between JICS and the Supplier. As for the third payment of Agent's Fees, the notification shall, together with the copy of CEP, be accompanied by a copy of the relevant documents of the first shipment. As for the final payment of Agent's Fees, the notification shall, together with the copy of CEP, be accompanied by a copy of the statement of account or certificate of balance.

7.3 Payment of Agent's Fees

(1) First payment:

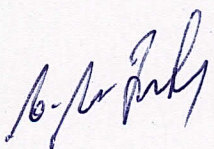
Nine Million Four Hundred Fifty Thousand Japanese Yen only (JPY9,450,000), which corresponds to thirty percent (30%) of the Agent's Fees, shall be paid to the JICS Account upon the request of JICS made to the bank immediately after the approval of this Agreement by the Donor.

(2) Second payment:

Six Million Three Hundred Thousand Japanese Yen only (JPY6,300,000), which corresponds to twenty percent (20%) of the Agent's Fees, shall be paid to the JICS Account upon the request of JICS made to the bank, provided that the first contract has been concluded between JICS and the Supplier.

(3) Third payment:

Seven Million Eight Hundred Seventy Five Thousand Japanese Yen only (JPY7,875,000), which corresponds to twenty five percent (25%) of the Agent's Fees, shall be paid to the JICS Account upon the request of JICS made to the bank, provided that the payment of the



first shipment of the Products has been made.

(4) Final payment:

Seven Million Eight Hundred Seventy Five Thousand Japanese Yen only (JPY7,875,000), which corresponds to twenty five percent (25%) of the Agent's Fees, shall be paid to the JICS Account upon the request of JICS made to the bank, provided that the total remaining funds in both the Recipient Account and the Procurement Account excluding the Agent's Fees is less than three percent (3%) of the Grant and its accrued interest.

8 RECIPIENT'S RESPONSIBILITIES

The Recipient shall fulfill the following responsibilities for the smooth implementation of the procurement services.

8.1

The Recipient shall provide JICS with full information regarding its requirements for the procurement of the Products and the Services upon JICS's request.

8.2

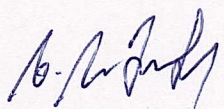
The Recipient shall examine documents submitted and notices given by JICS and shall render decisions pertaining thereto promptly, so as to avoid unreasonable delay in the progress of the procurement of the Products and the Services. Any loss or damage incurred to JICS or the Recipient resulting from the failure to render or lateness in rendering such decisions shall be borne by the Recipient.

8.3

The Recipient shall accord JICS or shall cause JICS to receive all necessary permissions, approvals, licenses, admissions or any other authorizations required in the Recipient country in connection with JICS's services as the Agent to be rendered under this Agreement, or shall extend assistance to JICS in obtaining such necessary permissions and so on.

8.4

The Recipient shall cause the competent authorities to provide all visas, customs clearance, tax exemptions and any other formalities that may be necessary for the entry of JICS's personnel into the Recipient's country and their stay therein while performing the Agent's



Services under this Agreement.

8.5

The Recipient shall in advance inform JICS of the nature and content of all applicable laws related to or potentially affecting the performance by the parties of the E/N.

8.6

The Recipient shall exempt JICS from the payment of customs duties, internal taxes and other fiscal levies which may be imposed in the Recipient country with respect to the Agent's Services performed by JICS (including, but not limited to, the goods brought into the Recipient country by JICS and services provided by JICS in the course of performance of this Agreement), compensation or wages paid to JICS's personnel (regardless of his/her nationality) or any amount paid or payable to JICS under or incidental to this Agreement.

8.7

The Recipient shall take the necessary or desirable measures for the security of JICS's personnel during their stay in the Recipient country.

8.8

The Recipient shall confirm and ensure that customs duties, internal taxes and other fiscal levies which may be imposed in the Recipient country with respect to the Products and the Services procured by JICS shall not be paid for out of the Grant and its accrued interest.

8.9

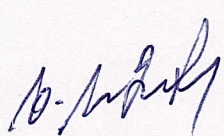
The Recipient shall use the Grant and its accrued interest strictly on the Products and the Services specified in the E/N. The Recipient shall also inform JICS of the situation of the utilization of the Products in accordance to the E/N.

8.10

In the case where the Recipient appoints a designated authority as referred to in the A/M, the Recipient shall take care so that the performance of the Agent's Services including transfer of the funds from the Recipient Account to the Procurement Account will not be hindered in any manner whatsoever.

8.11

The Recipient may raise objections, if any, against the quarterly statement reported by JICS



within fifteen (15) days of the date of notice of the statement.

8.12

The Recipient shall take necessary measures to bear all the expenses, other than those covered by the Grant and its accrued interest, necessary for the procurement of the Products and the Services as well as for the Agent's Fees for the implementation of the Grant Aid.

8.13

The Recipient shall take necessary measures to ensure environmental and social consideration in the uses of the Grant.

9 JICS'S LIABILITIES

9.1

JICS shall provide its services as the Agent and shall undertake to exercise due skill and care in the performance of its duties and in particular to obtain favorable terms available to the Recipient for the procurement of the Products and the Services.

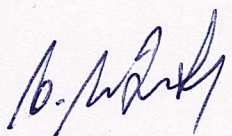
9.2

The Recipient shall indemnify and hold JICS, its personnel and other persons performing services on its behalf harmless against and from, and is responsible for dealing with, all claims (including third party claims), demands, expenses (including reasonable attorneys' fees) and liabilities, arising (i) under this Agreement, (ii) from all operations under this Agreement and (iii) from all actions taken or omitted from being taken in the performance of this Agreement. The foregoing provisions shall not apply where the Recipient and JICS agree that any claims (including third party claims), demands, expenses (including reasonable attorneys' fees) or liabilities have been caused by the gross negligence or willful misconduct of JICS.

9.3

JICS shall assist the Recipient with due diligence but at the Recipient's cost when the Recipient finds the necessity to make claims over the Products and the Services. However, JICS shall be considered as discharged from its duty and liability under this Agreement for one of the following cases:

- (a) when loss or damages are caused by the non-conformity of performance by the



Suppliers to the contract with JICS, JICS's instruction or its approvals;

- (b) when claims against loss or damages are made after the expiration of the warranty/guarantee period; or
- (c) when loss or damages are caused due to the instructions or information given directly or through JICS to the Suppliers by the Recipient.

9.4

If the Recipient shall incur any loss or damage as a result of the actions or omissions of JICS under this Agreement, JICS is liable to the Recipient only for loss or damage caused by the gross negligence or willful misconduct of JICS and the total amount of damages for which JICS may be liable shall not exceed the amount paid by the Recipient as the Agent's Fees provided in Clause 6 (REMUNERATION).

9.5

JICS shall provide the Committee with information and advisory service whenever necessary.

10 RIGHT OF ASSIGNMENT

Neither party shall assign, pledge or otherwise dispose of its rights or delegate its duties under this Agreement without the prior written consent of the other party in each instance.

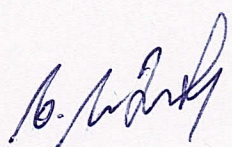
11 WAIVER OF SOVEREIGN IMMUNITY

With respect to any legal proceedings for the enforcement of this Agreement or any other documents made pursuant to this Agreement, the Recipient shall irrevocably waive (i) any and all its privileges and sovereign immunities from and against any lawsuit and enforcement of arbitral award and (ii) any and all privileges and sovereign immunities on any of its properties from and against any attachment, enforcement and any other legal proceedings, both of which it may be entitled as a legal defense under any applicable international or domestic law.

12 CHANGED CIRCUMSTANCES

12.1

If circumstances arise for which JICS is not responsible and which make it irresponsible or



impossible for JICS to perform in whole or in part the Agent's Services in accordance with this Agreement, JICS shall promptly dispatch a notice to the Recipient.

12.2

In these circumstances if certain Agent's Services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply plus a reasonable period not exceeding forty-two (42) days from resumption of them.

12.3

If the speed of performing certain Agent's Services has to be reduced, the time for their completion shall be extended as may be made necessary by the circumstances.

12.4

Upon the occurrence of circumstances including but not limited to those described in this Clause 12 (CHANGED CIRCUMSTANCES), any necessary work performed or expense incurred by JICS in addition to the services stipulated in Clause 4 and services which a written agreement between both parties deems to be otherwise additional to the services stipulated in Clause 4 shall be regarded as additional services, and JICS is entitled to payment for performing them in accordance with Clause 6 (REMUNERATION) and Clause 7 (PAYMENT).

13 FORCE MAJEURE

13.1 Definition

Neither party shall be deemed to be in default or breach of this Agreement if the party is unable to perform its obligation(s) of this Agreement owing to circumstances beyond its control. Such circumstances (hereinafter referred to as "Force Majeure"), which may occur in any part of the world, include, but shall not be limited to, the following:

- (a) acts of God, including extreme climate, storm, earthquake, fire, flooding, lightning, plague or any other such operation of the forces of nature as the reasonable foresight and ability of a party could not foresee or reasonably provide against;
- (b) war (declared or undeclared), hostilities, invasion, acts of foreign government, act of any foreign enemy with respect to a party, threat of or preparation for war or terrorism; riot; insurrection, civil commotion, rebellion, revolution, usurped power or civil war; and labor troubles or other industrial troubles, strikes, embargoes, blockades or sabotage of labor;
- (c) capture, seizure, arrest, restraint, detainment, piracy and the consequences thereof, or

- any attempt or threat thereof;
- (d) derelict mines, torpedoes, bombs or other derelict weapons of war; or
 - (e) use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

13.2 Notice

The party affected by Force Majeure shall give the other party a detailed written account of the circumstances of Force Majeure as soon as possible.

13.3 Staff in abroad country

In the event that JICS judges that Force Majeure is likely to endanger the safety of any staff of JICS who is in the Recipient country, such staff shall be allowed to leave the Recipient country.

13.4 Suspension

Upon the occurrence of Force Majeure, the party affected thereby may be allowed to temporarily suspend the performance of its duties under this Agreement for as long as Force Majeure continues. In such an instance, the party affected thereby shall make its diligent efforts to mitigate the effect of Force Majeure on its duties.

13.5 Consultation

Not later than thirty (30) days after JICS, as the result of an event of Force Majeure, has become unable to perform a material portion of the Agent's Services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances. The appropriate measures to be taken in the circumstances shall be informed to the Donor.

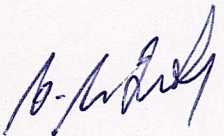
14 APPLICABLE LAWS

This Agreement shall be governed by and interpreted in accordance with the laws of Japan.

15 DISPUTES AND ARBITRATION

15.1

The Recipient and JICS recognize that it is impractical in this Agreement to provide for every contingency which may arise during the term of this Agreement. The Recipient and JICS



hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to their respective interests, and that, if during the term of this Agreement either party reasonably believes that this Agreement is or in the future will be operating unfairly with respect to such party, the Recipient and JICS shall consult with each other in good faith in order to agree on such action as may be necessary to remove or prevent the cause or causes of such unfairness. However, either the failure to agree on any action pursuant to this clause or the failure of any such action to in fact remove such unfairness shall give rise to a dispute subject to arbitration in accordance with Clause 15.2.

15.2

All disputes, controversies or differences which may arise between the parties hereto out of or in relation to or in connection with this Agreement shall be finally settled by arbitration in Paris, France, in accordance with the International Chamber of Commerce (ICC) Arbitration rules as at present in force by three (3) arbitrators appointed in accordance with such rules.

The arbitrator's award shall be final and binding upon the parties hereto and the parties shall comply in good faith with the award.

Judgment upon the award may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award or order of enforcement, as the case may be.

Notwithstanding anything to the contrary in this Agreement, the parties hereto hereby acknowledge and agree that the Donor will be entitled to intervene in or conciliate or adjust such dispute before the submission of such disputes to arbitration, for the purposes of amicable settlement without proceeding with arbitration. In the event that the Donor participates in such disputes with said intention, the parties hereto agree to accept such participation of the Donor.

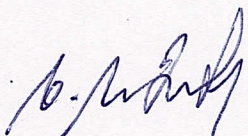
16 LANGUAGE AND MEASUREMENT SYSTEM

16.1

All correspondences between the two parties including notices, requests, consents, offers or demands shall be made in English. Other documents shall also be prepared in English.

16.2

All documents under this Agreement shall adopt the metric system and days shall be



Gregorian calendar days.

16.3

This Agreement is prepared and executed in English. It may be translated, for reference and convenience, into an official language of the Recipient, Japanese, or any other language. However, in case of error or disagreement, the English version will prevail.

17 AMENDMENT AND MODIFICATION

Any amendments and/or modifications, if necessary, may be negotiated between the parties hereto and shall be agreed by a written document signed by both parties.

18 APPROVAL OF AGREEMENT

This Agreement and any amendments or modifications shall come into force upon execution hereof, subject to obtaining a written approval from the Donor.

19 TERMINATION

19.1

This Agreement shall terminate in one of the following cases:

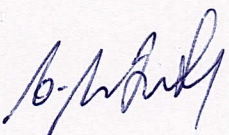
- (a) when the E/N terminates;
- (b) when the Grant and its accrued interest transferred from the Recipient Account to the Procurement Account are totally disbursed for the procurement of the Products and the Services and the Agent's Services; or
- (c) when the balance of the Advances is transferred to the Recipient Account.

19.2

Should either party default in the execution of its obligations under this Agreement, the other party shall give the defaulting party a notice in writing to remedy the default promptly. Failure of the defaulting party in taking corrective measures as required by the other party as provided for in this Clause within thirty (30) days of the receipt of notice shall constitute a sufficient cause for the other party to terminate this Agreement.

19.3

Either party may terminate this Agreement without prejudice, should the performance of its



obligations under this Agreement not be resumed within a cumulative period of sixty (60) days of the suspension due to Force Majeure stipulated in Clause 13.4.

19.4

Notwithstanding the above, either party hereto may terminate this Agreement at any time upon three (3) months' prior written notice for any reason whatsoever.

19.5

The termination of this Agreement under Clause 19.2, 19.3 and 19.4 shall be subject to the approval of the Donor.

19.6

Upon immediate termination or upon notice of termination of this Agreement, JICS shall proceed in an orderly manner but with all reasonable speed and economy to take such steps as are necessary to bring to an end the rendering of the Agent's Services under this Agreement.

19.7

Any termination of this Agreement shall not prejudice or affect the accrued rights or claims of either party to this Agreement. Upon termination, JICS shall be entitled to claim and be paid all fees accruing up to and including the date of termination and all costs and expenses resulting from termination.

19.8

In the event of this Agreement being terminated, JICS shall prepare and submit a statement in writing showing the total sum remaining in the Procurement Account which is not yet disbursed or committed for disbursement within a period of forty-five (45) days from the date of termination. The statement shall be accompanied by a certificate issued by an independent auditor confirming the accuracy of the figures set forth in the statement. JICS shall return to the Recipient the amount detailed in such statement less any fees then due and payable to JICS and any costs and expenses incurred or to be incurred by JICS in connection with or arising from such termination within a period of forty-five (45) days from the date of submission by JICS of the statement.

19.9

Payment of any sums due to JICS upon termination not deducted as provided in Clause

19.8 shall be made by a remittance from the Recipient Account in Japan to the bank account designated by JICS within forty-five (45) days of the submission of an invoice thereof by JICS.

20 INTELLECTUAL PROPERTY

The drawings, specifications and other documents, as instruments of the Agent's Services, are the intellectual property of JICS and shall not be used for any work other than the Grant Aid without prior written approval of JICS. The copyright of all drawings, specifications and other documents prepared by JICS in connection with this Agreement rests with JICS.

21 CONFIDENTIALITY

Either party hereto shall not, during the term of this Agreement, disclose confidential information relating to the Grant Aid, the Agent's Services, the contract concluded between JICS and the Suppliers, the Recipient's business or operations without the prior written consent of the other party.

22 MISCELLANEOUS

22.1

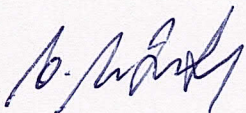
The Recipient and JICS shall perform their respective obligations and other functions covered by this Agreement with sincere cooperation and in good faith.

22.2

If there is any conflict or inconsistency between the terms of this Agreement and any of its appendices or attachments, the term of this Agreement shall prevail.

23 ENTIRE AGREEMENT

This Agreement (including the Attachments) sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges and supersedes all prior discussions, agreements and understandings written before this Agreement.



24 NOTICE

All notices pertaining to this Agreement between the parties shall be sent in writing by registered airmail, facsimile, or electronic mail or shall be handed to the addresses so stated herein. Such notices shall take effect from the date of receipt by the other party. In case either party hereto changes the address, the party concerned shall give such notice to the other party beforehand.

The Recipient: Ministry of Labour, Health and Social Affairs

David Lomidze (Mr.)

Deputy Minister of Labour, Health and Social Affairs of Georgia

Address: 144, A. Tsereteli ave., Tbilisi, Georgia 0119

Telephone: +995-32-2510034 (ext: 0503)

Facsimile: +995-32-2510034 (ext: 0831)

E-mail: dlomidze@moh.gov.ge

JICS: Japan International Cooperation System

Second Project Management Department

Project Manager: Yoko Nakamura (Ms.)

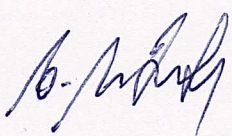
Person in Charge: Taori Goto (Ms.)

Address: Shinjuku EAST Building, 10-5 Tomihisa-cho, Shinjuku-ku,
Tokyo, 162-0067, Japan

Telephone: +81-3-5369-7521/7249

Facsimile: +81-3-5369-9502

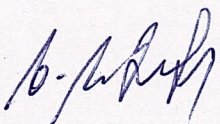
E-mail: nakamura_yoko@jics.or.jp / goto_taori@jics.or.jp



SPECIAL CONDITIONS

References from Clauses in the General Conditions

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions (GC)



DETAILS OF AGENT'S SERVICES TO BE PROVIDED BY JICS**1 PROCUREMENT ARRANGEMENTS**

Procurement shall be undertaken in accordance with the Guidelines issued by the Ministry of Foreign Affairs of Japan.

2 ACCOUNTING ARRANGEMENTS**2.1**

Regarding all transfers of the funds to the Agent, the Recipient shall designate the Agent to act on behalf of the Recipient and issue the BDA in APPENDIX-B to conduct the transfer of the Advances to the Procurement Account from the Recipient Account. The Cash Flow of the Funds is attached hereto for reference as APPENDIX-J.

2.2

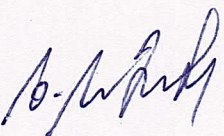
Upon signing of this Agreement, the Recipient shall complete and sign the BDA for the total Grant and its accrued interest. After the signing of this Agreement by both parties, this Agreement, including the BDA, may be used by JICS in order to request the transfer of funds directly from the Bank in order to cover expenses necessary for the procurement of the Products and the Services and for the Agent's Services. JICS shall make request(s) to the Bank by using the form of the Disbursement Request in APPENDIX-C hereto accompanied by the Detailed Estimate in APPENDIX-D.

2.3

The first Disbursement Request submitted from JICS to the Bank for the transfer up to the full amount of the Grant and its accrued interest necessary from the Recipient Account to the Procurement Account shall be made only after approval of this Agreement by the Donor, completion of the banking arrangement by the Recipient and payment of the Grant made by the Donor as provided for in the E/N. The first Disbursement Request shall be accompanied by the original Detailed Estimate, the original BDA, a copy of this Agreement and a copy of the certificate of approval of this Agreement issued by the Donor. The first Disbursement Request shall include the total amount of the Agent's Fees in accordance with Clause 6 (REMUNERATION).

2.4

The Disbursement Request(s) that follows (if any) from JICS to the Bank shall be accompanied by the original Detailed Estimate and a copy of the BDA.



2.5

When JICS requests the final transfer of the funds from the Recipient Account to the Procurement Account, JICS will request the Bank to transfer the remaining funds and its accrued interest in the Recipient Account to the Procurement Account.

2.6

Upon receipt of the Advances by JICS, the Advances shall be placed in the Procurement Account until payment(s) of the expenses for the Products and the Services procured under this Agreement and of the Agent's Fees. JICS shall be entitled to use the Advances for the above-stated payments.

2.7

The procedures for payment of the Agent's Fees are as set out in Clause 7 (PAYMENT).

2.8

The procedures for payment for the Products and the Services procured under this Agreement and the procedures of accounting to the Recipient and the Donor are as set out in this APPENDIX.

2.9

JICS shall notify the Recipient of Disbursement Request(s) made to the Bank by issuing the form Notification of Disbursement Request in APPENDIX-E attached hereto accompanied by supporting documents mentioned therein.

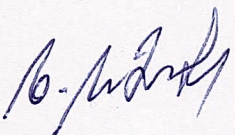
2.10

JICS will receive the Advances from the Bank against submission of the Disbursement Request.

JICS shall not be obliged to enter into any contract for the procurement of the Products and the Services on behalf of the Recipient until such time as JICS has confirmed receipt of the Advances into the Procurement Account at least equal to the full amount payable under the contract and any associated costs and charges.

2.11

Any interest accrued from the Advances shall also be utilized as funds for payments for the procurement of the Products and the Services.



APPENDIX-A

2.12

When JICS confirms the order with the Supplier for the procurement of the Products and the Services, JICS shall issue CEP in APPENDIX-H. JICS shall send the original of CEP to the Donor and the copy to the Recipient. JICS shall make the payment(s) to the Supplier from the Advances for the expenses of the Products and the Services pursuant to the contract. Any associated costs and charges for such payment shall be paid from the Advances.

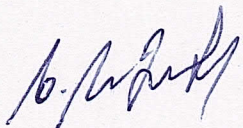
2.13

When all payments have been completed and when the total of the remaining amount in the Recipient Account and the remaining amount of the Advances is less than three percent (3%) of the Grant and its accrued interest, excluding the Agent's Fees, the Recipient may request JICS for reimbursement of the remaining amount of the Grant and its accrued interest, excluding the Agent's Fees.

The Recipient shall submit to JICS the form of Reimbursement Request in APPENDIX-G hereto together with all necessary documents such as invoice(s), commercial invoice(s), bill(s) of lading, post parcel receipt(s) and/or air consignment note(s), for payments already made by the Recipient for the procurement of the eligible Products and Services in accordance with the E/N on or after the effective date of the E/N. The sum of the invoice amount shall be equivalent to or larger than the reimbursement amount.

Upon receipt of these documents, JICS shall issue CEP for the Remaining Amount in APPENDIX-I signed by the Recipient and JICS, in case that there is any remaining amount in the Recipient Account.

- (i) In the case that there is any remaining amount in the Recipient Account, JICS shall submit this CEP to the Donor and requests the Bank with this CEP to transfer the remaining amount in the Recipient Account to the Procurement Account. After such transfer, JICS shall reimburse the remaining amount of the Grant and its accrued interest, excluding the Agent's Fees and available resources received as delayed damages, compensations or penalty(ies) in the Procurement Account to a bank account designated by the Recipient in the Reimbursement Request and to close the Procurement Account.
- (ii) In the case that there is not any remaining amount in the Recipient Account, JICS shall submit this CEP to the Donor and shall reimburse the remaining amount of the Grant plus any interest earned, excluding the Agent's Fees and available resources received as delayed damages, compensations or penalty(ies) earned in the Procurement Account to a bank account designated by the Recipient in the Reimbursement Request



and to close the Procurement Account.

2.14

A quarterly statement of the Procurement Account shall be provided to the Recipient, which shall describe in detail opening and closing balances, interest(s), currency exchange rates prevailing and amounts paid and credited during the period.

2.15

Funds to be deposited in the Recipient Account with the Bank shall be remitted to the Procurement Account for the convertible currency, in principle in Japanese Yen.

In the case where such payment is stipulated in convertible currencies other than in Japanese Yen, the exchange rate to be applied to the conversion shall be the "Telegraphic Transfer Selling Rate" quoted by the Bank where the funds are deposited in the Recipient Account on the day when such payment is made.

In the case where the Advances received in Japanese Yen will have to be exchanged to other currencies, the exchange rate to be applied to the conversion shall be the "Telegraphic Transfer Selling Rate" quoted by the bank where the funds are deposited in the Procurement Account on the day when such payment is made.

2.16

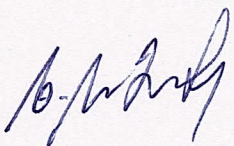
The Advances received by JICS for the credit of the account maintained on behalf of the Recipient shall be handled in accordance with the laws of Japan, in principle.

2.17

The Recipient will indemnify and hold JICS, its directors, officers and employees harmless against any loss, damage, claim or expense incurred by it in connection with the assertion of any lien, charge, equity or encumbrance in respect of any account of the Recipient.

2.18

The parties acknowledge and agree that JICS shall in no event be responsible to any party involved for any damage to and loss of the Grant which may arise out of (i) the funds transfer and payment conducted in accordance with this Agreement, (ii) bankruptcy, liquidation, dissolution, etc., of the related parties, of the Suppliers, of the banks in which the Procurement Accounts are opened, including, but not limited to, the Recipient, or (iii) Force Majeure, or any other causes which are not attributable to JICS.



3 INSURANCE

All Products and Services to be procured shall be respectively insured by the Suppliers with suitable terms and conditions acceptable to JICS and the Recipient respectively.

If the Recipient requires additional insurance and such requirements are consistent with the terms of the E/N, the A/M and the Guidelines, JICS shall make arrangements for obtaining such other insurance on behalf of and at the request of the Recipient. Such arrangements shall be as agreed between the Recipient and JICS. The premium and associated cost for additional insurance shall be incurred by the Recipient and be debited from the Procurement Account by JICS.

JICS is not responsible for any loss or damage to the Products and the Services, nor any loss or damage from the Products and the Services procured under this Agreement beyond the obligation to cause the Suppliers to insure as herein provided.

JICS shall be named as the insured in any insurance obtained, and any insurance proceeds received from any insurance company shall be received by JICS and deposited in the Procurement Account. The usage of such funds shall be decided upon by the mutual consent of the Recipient and JICS.

In case any insurance claim will be made concerning the procurement of the Products and the Services under the Agreement, JICS shall assist the Recipient to communicate and negotiate with the Supplier or any insurance company to recover its loss and damage.

4 ARRANGEMENT OF QUALITY CONTROL AND INSPECTION

All Products and Services to be procured under this Agreement shall be inspected according to the inspection standards provided by JICS and the cost of inspection shall be debited from the Procurement Account by JICS.

If the Recipient requires one or more additional inspections to be conducted by an authoritative international inspection institution or organization, JICS shall make arrangements for obtaining such an inspection on behalf of, and at the request of the Recipient. The inspection fees for additional inspections shall be incurred by the Recipient and be debited from the Procurement Account by JICS.

All inspection arrangements shall be agreed upon between the Recipient and JICS.

JICS is not responsible for any loss or damage to the Products and the Services procured under this Agreement beyond the obligation to procure inspection services as herein provided.

BLANKET DISBURSEMENT AUTHORIZATION

Japan's Non-Project Grant Aid for Introduction of Japanese Advanced Products and its
System (Medical Equipment and Welfare Apparatus Package)

2014
Georgia
(Sample)

Date:

On behalf of the Government of Georgia, I hereby authorize

The Bank of Tokyo-Mitsubishi UFJ, Ltd.
Tokyo, Japan

To execute funds transfer to Japan International Cooperation System (JICS) upon its request up to the full amount of the proceeds of Japan's Non-Project Grant Aid for Introduction of Japanese Advanced Products and its System (Medical Equipment and Welfare Apparatus Package) in the value of AMOUNT IN FIGURES (AMOUNT IN WORDS) Japanese Yen and its accrued interest, received from the Government of Japan to contribute to the promotion of the economic and social development efforts by the Government of Georgia.

Total amount of the Grant JPY _____
Deposited in account (A/C No. of Recipient Account) with your bank

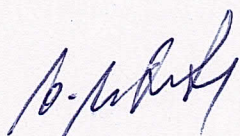
Disbursement from the above account related to expenditures of the procurement of the Products and the Services shall be made to the following Procurement Accounts according to each JICS's request:

JICS Procurement Account in Japanese Yen (A/C No. _____)

With The Bank of Tokyo-Mitsubishi UFJ, Ltd.
Shinjuku Chuo Branch
Tokyo, Japan

On behalf of the Government of Georgia

(Signed)
(Name)
(Title)
(Division)
(Ministry)





Shinjuku EAST Bldg., 10-5, Tomihisa-cho, Shinjuku-ku,
Tokyo, 162-0067, JAPAN

DISBURSEMENT REQUEST

Japan's Non-Project Grant Aid for Introduction of Japanese Advanced Products and its
System (Medical Equipment and Welfare Apparatus Package)

2014
Georgia
(Sample)

Ref.:
Date:

To: Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo, Japan
From: Japan International Cooperation System (JICS)

Please execute funds transfer between the accounts stated below which relates to the procurement of the Products and the Services for the Government of Georgia against this request on the basis of the Blanket Disbursement Authorization (BDA) signed by the Government of Georgia on (Month (in Words) Day (in Figures), 2014.

Payment of Products, Services and Agent's Fees

Account to be debited: A/C No. **** with the Bank of Tokyo-Mitsubishi UFJ, Ltd.
Amount to be debited: JPY ***** and its accrued interest
Account to be credited: JPY A/C No. **** with the Bank of Tokyo-Mitsubishi, Ltd.,
Shinjuku Chuo Branch
Amount to be credited: JPY *****and its accrued interest

(Name)
Director General
Second Management Department
Japan International Cooperation System (JICS)

Attachment:

Attachment	Transfer	First request	After Second request
Blanket Disbursement Authorization (BDA)		Original	Copy
Agent Agreement		Copy	-
Donor's approval of Agent Agreement		Copy	-
Detailed Estimate		Original	Original



Shinjuku EAST Bldg., 10-5, Tomihisa-cho, Shinjuku-ku,
Tokyo, 162-0067, JAPAN

**DETAILED ESTIMATE
(BUDGET)**

Japan's Non-Project Grant Aid for Introduction of Japanese Advanced Products and its
System (Medical Equipment and Welfare Apparatus Package)
2014
Georgia
(Sample)

Ref.:
Date:

COUNTRY: GEORGIA

TITLE OF GRANT AID: Japan's Non-Project Grant Aid for Introduction of Japanese
Advanced Products and its System (Medical Equipment and Welfare Apparatus
Package) 2014 for Georgia.

Name of Item*

Allocation (in JPY)

- 1)
- 2)
- 3)
- 4)
- 5)

Total

*Name of the Products and the Services and/or the Agent's Services to be specified.

(Name)

Project Manager

Japan International Cooperation System (JICS)



Shinjuku EAST Bldg., 10-5, Tomihisa-cho, Shinjuku-ku,
Tokyo, 162-0067, JAPAN

NOTIFICATION OF DISBURSEMENT REQUEST

Japan's Non-Project Grant Aid for Introduction of Japanese Advanced Products and its
System (Medical Equipment and Welfare Apparatus Package)

2014
Georgia
(Sample)

Ref.:
Date:

To: The Government of Georgia
From: Japan International Cooperation System (JICS)

With reference to the Detailed Estimate as per attached, please be informed that JICS
requested (Name of the Bank) on Month (in Words) Day (in Figures), Year (in Figures),
to transfer the following amount to JICS Procurement Account.

Amount: AMOUNT IN FIGURES (AMOUNT IN WORDS)

(Name)
Project Manager
Japan International Cooperation System (JICS)

Attachment:

- (1) Disbursement Request (copy)
- (2) Detailed Estimate

A handwritten signature in blue ink, appearing to be '10-12-2014' or similar, located at the bottom left of the page.



Shinjuku EAST Bldg., 10-5, Tomihisa-cho, Shinjuku-ku,
Tokyo, 162-0067, JAPAN

NOTIFICATION OF PAYMENT OF THE AGENT'S FEES

Japan's Non-Project Grant Aid for Introduction of Japanese Advanced Products and its
System (Medical Equipment and Welfare Apparatus Package)

2014
Georgia
(Sample)

Ref.:
Date:

To: The Government of Georgia
From: Japan International Cooperation System (JICS)

Pursuant to Clause 7 (PAYMENT) of the Agent Agreement signed on _____ Month (in Words) Day (in Figures), Year (in Figures), JICS requested the Bank of Tokyo-Mitsubishi UFJ, Ltd. on _____ Month (in Words) Day (in Figures), Year (in Figures), for the remittance of the amount stated below as the (1st/2nd/3rd/final) payment of the Agent's Fees from the Procurement Account to the JICS Account.

Amount: AMOUNT IN FIGURES
(AMOUNT IN WORDS)

Account to be debited: (Procurement account #) with The Bank of Tokyo-Mitsubishi UFJ, Ltd., Shinjuku Chuo Branch
Account to be credited: A/C No. 0983160 with The Bank of Tokyo-Mitsubishi UFJ, Ltd., Shinjuku Chuo Branch

(Name)
Project Manager
Japan International Cooperation System (JICS)

Attachment

Attachment \ Transfer	First payment	Second payment	Third payment	Final payment
Attachment				
Copy of the Donor's approval of the Agent Agreement	○			
Copy of Certificate of Eligible Procurement (CEP)	○	○	○	○
Copy of the first Contract		○		
Copy of B/L, Copy of Commercial Invoice and the Bank statement of the Procurement Account			○	
Copy of Statement of account or Certificate of Balance of the Recipient Account and the Procurement Account				○

[Handwritten signature]

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REIMBURSEMENT REQUEST

Japan's Non-Project Grant Aid for Introduction of Japanese Advanced Products and its
System (Medical Equipment and Welfare Apparatus Package)

2014
Georgia
(Sample)

To: Japan International Cooperation System (JICS)
From: The Government of Georgia

On behalf of the Government of Georgia, the undersigned hereby requests reimbursement of the amount in (name of currency) (amount in figures). The undersigned certifies that the procurement related to the invoice complies with all the relevant terms and conditions of the Exchange of Notes and Agreed Minutes signed between the Government of Georgia and the Government of Japan.

Please remit the remaining amount and any accrued interest in your Procurement Account in (name of currency) to:

Beneficiary	(Account holder's name)
Contact person	
Tel&Fax No.	
Account No.	
Name of Bank	
Division/Branch	
Swift Code	
IBAN/BBAN No.	
Address	
Country	

(Authorized signature of Recipient)
(name)
(title)
(division)
(Ministry)
(Date)

Attachment:

- (1) Invoice to be attached to CEP for the Remaining Amount
- (2) Bill of Lading, post parcel receipt or air consignment note

10-12-2014

m



Shinjuku EAST Bldg., 10-5, Tomihisa-cho, Shinjuku-ku,
Tokyo, 162-0067, JAPAN

CERTIFICATE OF ELIGIBLE PROCUREMENT

Japan's Non-Project Grant Aid for Introduction of Japanese Advanced Products and its
System (Medical Equipment and Welfare Apparatus Package)

2014
Georgia
(Sample)

Date:

Ref.:

The Government of Georgia

To whom it may concern:

With reference to the pro-forma invoice attached hereto, we hereby certify that the procurement complies with all the relevant terms and conditions of the Exchange of Notes between the Government of Japan and the Government of Georgia dated Month (in Words) Day (in Figures), Year (in Figures), and the Agreed Minutes on Procedural Details between the authorities concerned of the two Governments dated Month (in Words) Day (in Figures), Year (in Figures).

The following are the principal relevant facts concerning the procurement.

1 Method of Procurement

- | | |
|---|--|
| a. ☐ Competitive Bidding | b. ☐ Limited Bidding |
| c. ☐ Shopping | d. ☐ Direct Contracting |

2 Components

- a. Name of Components:
b. Origin:

3 Cost of Components and Incidental Services

- a. Components:
b. Freight :
c. Marine Insurance:
d. Agent's Fee:
e. Total (a+b+c+d):

4 Agent/Supplier

- a. Name :
b. Address:
c. Nationality: Japan

5 Consignee

- a. Name:
b. Address :

(Name)
Project Manager
Japan International Cooperation System (JICS)



Shinjuku EAST Bldg., 10-5, Tomihisa-cho, Shinjuku-ku,
Tokyo, 162-0067, JAPAN

PRO-FORMA INVOICE

Japan's Non-Project Grant Aid for Introduction of Japanese Advanced Products and its
System (Medical Equipment and Welfare Apparatus Package)

2014
Georgia
(Sample)

Date:

Ref No.:

Importer:

This Pro-forma Invoice shows that the total calculated cost of products and related services
to be obtained by JICS acting for and on behalf of the Government of Georgia.

No.	General Description of Products and Services	Q'ty (Unit)	FOB Unit Price (Currency/Unit)	FOB Price (Currency)
Total Cost				
Transportation Charge				
Marine Insurance Fees				
Agent's Fee				
TOTAL CALCULATED COSTS LANDED				

Supplier:

Delivery Period:

(Name)

Project Manager
Japan International Cooperation System (JICS)

**CERTIFICATE OF ELIGIBLE PROCUREMENT
FOR THE REMAINING AMOUNT
(REIMBURSEMENT PROCEDURES)
(Sample)**

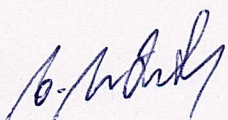
Date:

Ref. No.:

With reference to the payment order, the undersigned hereby certify that the procurement related to the said payment order as listed below complies with all the relevant terms and conditions of the Exchange of Notes concerning the Japanese grant of the amount of (Amount in Words) Japanese Yen between the Government of Japan and the Government of Georgia dated Month (in Words) Day (in Figures), Year (in Figures), and the Agreed Minutes on Procedural Details of the said Exchange of Notes between the authorities concerned of the two Governments dated Month (in Words) Day (in Figures), Year (in Figures).

The undersigned representative of the Recipient further certifies that the Recipient has neither heretofore applied for reimbursement under the Exchange of Notes nor for any other financing arrangements with other sources of official assistance in respect of any of the amount requested for reimbursement as covered by the payment order.

The following are the principal relevant facts concerning the procurement.



1. Transaction	2. Purchaser	3. Supplier (Name)	4. Nationality of Supplier	5. Products and/or Services	6. Origin	7. Date of Payment	8. Amount of Payment	9. Method of Procurement
1.								
2.								
3.								
4.								

The following documents (in one copy) are enclosed herewith for each of the above transactions:

- Covering letter made by a negotiating/paying bank
- Bill of Lading, post parcel receipt or air consignment note
- Invoice

(Authorized Signature)

(Name)

(Title)

(Division)

(Ministry)

The Government of
Georgia

(Authorized Signature)

(Name)

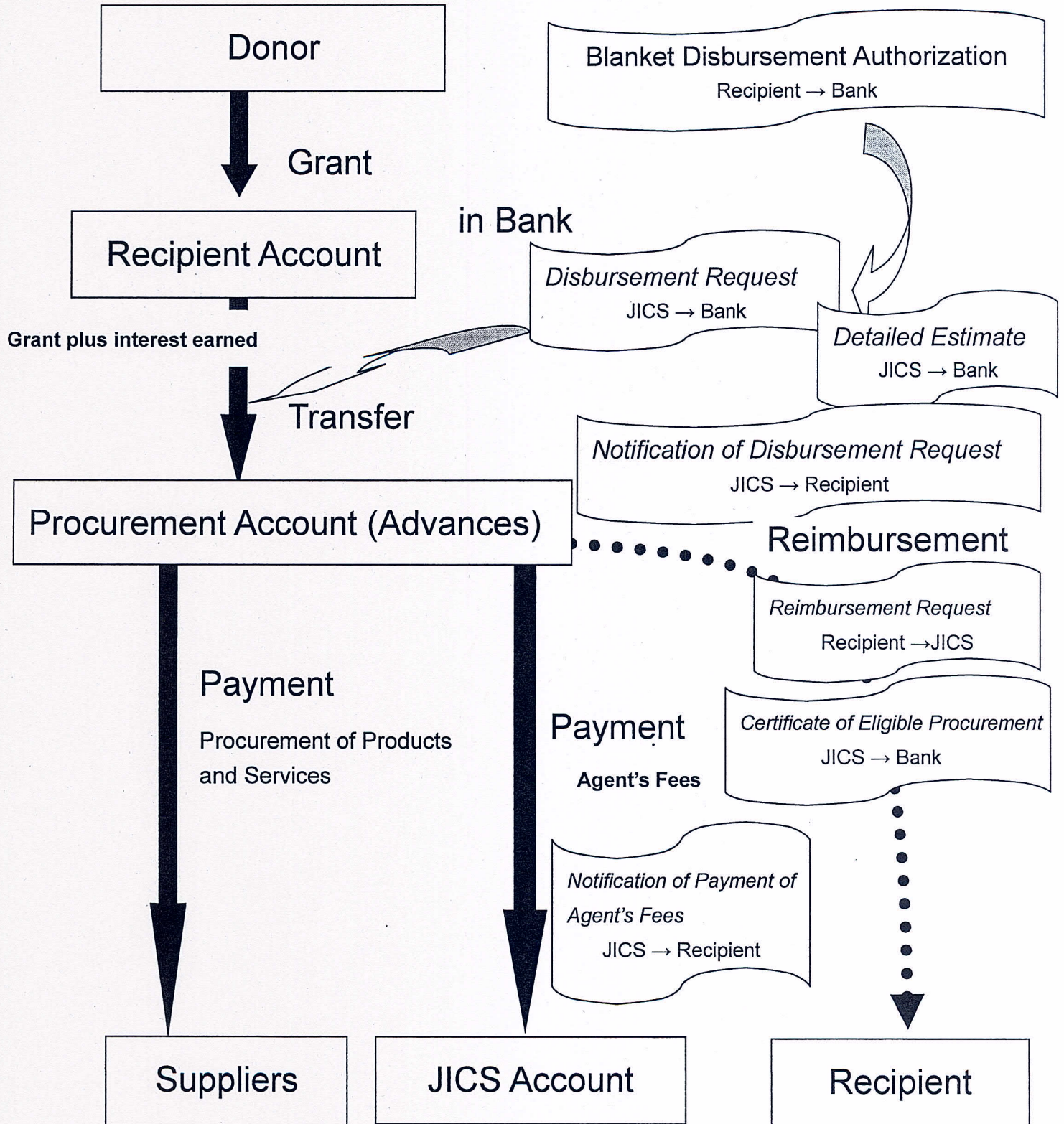
Project Manager

Japan International

Cooperation System

(JICS)

CASH FLOW OF THE FUNDS



10-10-2014