

Bio-freeing



I S T C

AGREEMENT on WORKSHOPS and SEMINARS

No. – WS33 – SB46 - 12

between

THE INTERNATIONAL SCIENCE AND TECHNOLOGY CENTER

and

IMERETI ZONAL DIAGNOSTIC LABORATORY

250

The **International Science and Technology Center** (hereinafter referred to as "**the Center**") and the **Imereti Zonal Diagnostic Laboratory of the National Center for Disease Control and Public Health** (IZDL of NCDC), Imereti, Georgia (hereinafter referred to as the "**Recipient**"), represented for the purpose of the signature of this WS-Agreement (hereinafter referred to as "**the Workshop Agreement**") by their authorized representatives (with the Center and the Institute hereinafter referred to collectively as "**the Signatory Parties**"), taking into account the following considerations:

The United States of America, Japan, the Russian Federation and, acting as one Party, the European Atomic Energy Community and the European Community (with these two organizations hereinafter referred to as "the European Community") signed the Agreement Establishing the International Science and Technology Center on November 27, 1992 (hereinafter referred to as "**the ISTC Agreement**") and the Protocol on Provisional Application of the Agreement Establishing the International Science and Technology Center on December 27, 1993 (hereinafter referred to as "**the ISTC Protocol**"),

The Republic of Georgia, the Republic of Armenia, the Republic of Belarus, the Republic of Kazakhstan, the Republic of Kyrgyzia, Norway, the Republic of Korea, the Republic of Tajikistan, and Canada have acceded, and additional States may accede, to the ISTC Agreement and to the ISTC Protocol to participate in the activities of the Center,

The Center is a legal entity and has been registered by the Ministry of Foreign Affairs of the Russian Federation as an international organization with its headquarters in Moscow,

The Recipient is a legal entity within the Republic of Georgia,

The Governing Board of the Center has approved the financing of Workshop Program through the Center for the purposes described herein,

One or more of the Center's financing national Parties or Partners (i.e., including but not limited to Canada, the European Union, Japan, South Korea, and the United States) have agreed to provide financial support for this seminar/workshop.

As set forth in the ISTC's 1992 Agreement, funds received by a legal entity in connection with the Center's projects shall be excluded in determining the profits of that organization for the purpose of tax liability and funds received by persons in connection with the Center's projects shall not be included in these persons' taxable incomes, have agreed as follows:

Article 1 - Scope of this Workshop Agreement

1.1 The Recipient shall carry out a Workshop/Seminar entitled "**Applied Biosafety Training Workshop in Assessment and Support of Biosafety and Biological Systems in the Hospital Sector of Western Georgia**" (hereinafter referred to as the "**Workshop Project**") as set forth in Annex I according to the conditions of the Agreement, subject to the provisions of the ISTC's 1992 Agreement, the ISTC's 1993 Protocol, and the ISTC's 1994 Statute (hereinafter referred to as "the ISTC Statute") which shall govern in that order in the event of any ambiguity or other conflict.

1.2 Subject to any special conditions in Article 11 or any amendments or exclusions by any other Articles, the detailed terms of this Workshop Agreement are specified in the Annexes which form an integral part of the Agreement. In the case of conflict between any provision in the Annexes and any other provision of this Workshop Agreement, the latter shall prevail.

1.3 The costs stated below in Article 4 as well as Annex I are recognized to be estimates. During the course of this Workshop agreement, the Recipient may shift money between categories and flows with the written consent of the ISTC.

Article 2 - Duration of the Workshop Agreement

The duration of this Workshop Agreement is estimated until **September 30, 2012** from the effective date of this Workshop Agreement (**March 2012**), including the preparation and organization of the workshop, the purchase and the delivery of the equipment/materials and the editing of the report. The schedule of tasks of this Workshop Agreement is set forth in Annex I.

Article 3 - Sub-agreements with Other Participating Institutions

There are no sub-agreements.

Article 4 - Financial Contribution of the Center

4.1 The total cost of the Workshop Project to the Center shall not exceed **USD\$ 23,376** according to the following estimates:

- (1) Grants – USD \$ 10, 190.00
- (2) Bank fees – USD \$ 200.00
- (3) Materials/Supplies –USD \$ 2,671.00
- (4) Other Direct Costs - USD\$ 2, 390.00
- (5) Travel (local taxies, hotels, per diem) - \$7, 425.00
- (6) Contingency – USD \$ 500.00

4.2 The Center shall make direct grants in dollars to Individual Participants in this workshop in accordance with Annex I at an estimated cost of \$ 10,190.00. The final payment will be made upon completion of final deliverables, invoice, and a statement of satisfaction of the ISTC Project Manager.

4.3 The Center's in-kind contributions to the Recipient are estimated as follows:

Grants –\$10, 190.00
 Bank Fees –\$100.00
 Other Direct Costs (communication) - \$200.00
 Contingencies - \$500.00

Article 5 - Cash Payments by the Center

5.1 Grants to Individuals.

The Center shall make direct payments to the Individual Participants of this workshop in a way to be mutually agreed upon separately and upon submission technical and financial reports.

5.2. According to Article 4.1, the Center shall pay USD \$12,386.00 (materials, bank fees, other direct costs, local travel) as a direct financial contribution to the Recipient, channelled through a special bank account, opened in a bank that meets the Center's demands, in the following way:

Advance payment (USD \$12,386.00: bank fees, materials, other direct costs, local travel) on a short notice after signing the Workshop Agreement and upon submission of relevant invoices.

Article 6 - Cost Statements by the Recipient

Two copies in English of the cost statement shall be submitted by the Recipient to the Center together with the Technical Report documenting the implementation of the workshop.

Article 7 - Reports and Other Project Outputs

The Recipient shall submit deliverable documents and reports in accordance with the schedule in Annex I.

Article 8 - Intellectual Property Rights (IPR)

8.1 Although no intellectual property rights are expected to be created in the performance of this Workshop, if any do result, they shall initially be owned by the ISTC. See the ISTC's Policy Decision Memorandum dated 03 July 2003.

8.2 The ownership of the IPR brought to and reported by the Recipient and the attendees of this Workshop is not altered by the terms of this Workshop.

8.3 Consistent with that 2003 Memorandum, copyright of the proceedings of this workshop shall be separately determined between (a) the ISTC, (b) the other funding sources, (c) the Recipient, (d) the authors of the papers presented, and (e) the speakers who participate in transcribed discussions. It is the ISTC's objective to assist in maximizing the free and broad distribution of these proceedings.

Article 9 – Auditing

Audits of costs may be carried out by the Center and the Financing Parties as specified in Annex II.

Article 10 - Amendments, Variations, or Additions

The provisions of this Workshop Agreement and its Annexes may be amended or supplemented in a writing signed by authorized representatives of the Signatory Parties.

Article 11 - Dispute resolution

11.1 In the event of any and all disputes of this Workshop Agreement, including any question regarding its existence, validity or termination, the signatories agree to exclusively seek their final and binding settlement using the UNCITRAL's Arbitration and Conciliation rules. The language to be used in both these conciliation and arbitration processes shall be English.

11.2 Specifically, they shall first seek settlement of such disputes by conciliation. Sixty (60) calendar days are allotted for this process. Following that, either signatory may independently initiate steps to commence a self-administered arbitration.

11.3 In any such arbitration:

- a. The ISTC and the Contractor shall select a single arbitrator. In case they fail to agree within thirty (30) days, the President of the Court of Justice of the European Communities shall be asked by the ISTC or by the Contractor to designate the arbitrator.
- b. The arbitrator shall be fluent in English and have prior relevant international arbitration experience.
- c. The allocation of the costs of any such arbitration shall be decided by the arbitrator.
- d. The governing substantive law shall be that of the Russian Federation.
- e. The arbitration shall be held in Moscow, Russian Federation.

Article 12 – Liability

12.1 The Center shall not be liable for any material loss, damage, or injury of any nature arising from, or in connection with, the performance of the work under this Workshop Agreement solely by virtue of financing the Project, including liability from grant payments to Individual Participants as set forth in Article 5.1.

12.2 The Center shall not be liable to the Recipient or third parties for claims arising from

- the publication or transmission of any report in accordance with Article 4 of Annex II or
- the application of the contents of any report by a third party.

12.3 The Center shall not be liable for the payment of any costs or compensation that may arise from the loss of personal property, or from illness, injury, disability or death of the Recipient's employees, employees of their subcontractors, interpreters, or workshop participants while she/he is travelling to or from or attending the workshop. The Recipient shall clearly inform all such persons and their Government, and/or Employer of such damages and they are responsible for such coverage.

Article 13 - Termination of this Workshop Agreement

13.1 The Center may terminate this Workshop Agreement by a written notice to the Recipient, with the termination to be effective after 30 days.

13.2 This Workshop Agreement may be terminated due to force majeure or to other factors beyond the control of the Recipient.

13.3 If this Workshop Agreement is terminated pursuant to paragraphs 13.1 or 13.2, costs shall be limited to the allowable costs incurred by the Recipient prior to the termination and such other costs as the Center considers to be fair and reasonable having regard to commitments which have been reasonably entered into and which cannot be canceled or avoided.

The Recipient shall comply with the directions of the Center in the termination notice to reduce or mitigate these costs.

Notwithstanding any termination, the following provisions of the Agreement will continue to apply Article 11 (Disputes), and Article 5 (Equipment) of Annex II.

Article 14– Authorized Representatives

14.1 All communications relating to the execution of this Workshop Agreement shall be made or confirmed in writing in to:

ISTC:

ISTC (International Science and Technology Center)
127473, Moscow, Russian Federation
32-34, Krasponroletarskaya ulitsa, P.O. 20
Phone: 7 (495) 982-31-00
Fax: 7 (499) 978-0110
E-mail: vandermeer@istc.ru
Mr. Adriaan van der Meer, Executive Director

Recipient:

Imereti Zonal Diagnostic Laboratory of the National Center for Disease Control and Public Health (IZDL of NCDC)
380077, Tbilisi, Georgia
9, M. Asatiani Street
Phone: (995-32)-39-89-46
Fax: (995-32)- 43-30-59
E-mail: threatred@ncdc.ge
Ms Nato Avaliani, IZDL Director

14.2 Each signatory shall inform the other promptly in writing of any change of these authorized representatives, including the name, title, and coordinates for the replacement.

Article 15 – Annexes

As specified in Article 1.2, the Annexes are an integral part of the Agreement. They are:

Annex I Workshop Program and Budget
Annex II General Conditions

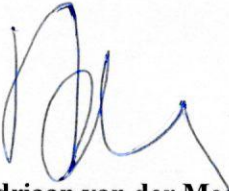
Article 16 - Entry into Force of this Workshop Agreement

The Workshop Agreement shall enter into force on its date of the signing (not earlier than March 2012).

Prepared in Moscow in the English language. On request, for courtesy purposes a Russian translation may be provided by the Center.

For the Center

For the Recipient


Adriaan van der Meer
Executive Director



Nato Avaliani
IZDL Director



WS33-SB46-12

Annex I-1

Work Program

Title: Applied Biosafety Training Workshop in Assessment and Support of Biosafety and Biological Systems in the Hospital Sector of Western Georgia

Dates: April-Sept 2012

Place: Georgia, Imereti Region, Kutaisi

Organizer: National Center of Disease Control and Public Health Imereti Zonal Diagnostic Laboratory

Supported By: ISTC and DTRA (CBEP)

Total Budget: \$ 23 376

Introduction

The National Center of Disease Control and Public Health Imereti Zonal Diagnostic laboratory (ZDL) has actively cooperated with the western Georgia hospital sector since 2010. This hospital sector represents 3 different service profiles: inpatient, obstetrics and gynecology, and outpatient services. Our cooperation involves sample collection at hospital labs and transportation to our ZDL for evaluation purposes. Currently our lab works with 23 hospitals.

To date the ZDL has never conducted a comprehensive assessment in the area of biosafety and biosecurity. An evaluation of staff skills and knowledge, facility infrastructure, and the use of personal equipment within the laboratory are needed. Additionally, staff currently lacks necessary training and appropriate Standard Operating Procedures (SOPs) regarding Biosafety and Biosecurity practices in the workplace which are of critical importance based upon measured exposures in medical workers as noted below.

In this regard in 2010, with the help of Vishnevskaya-Rostropovich funding, the ZDL conducted a study to determine the risk of occupational exposure of medical personnel to hepatitis B virus by measuring core virus antibodies. The aim of the project was to provide medical personnel with immunization against B hepatitis. Laboratory testing established that out of 4,371 personnel tested 43.8% (1,916) had virus antibodies, indicative of significant occupational exposure which points to a critical need to develop, implement and evaluate biosafety procedures for health worker protection.

The purpose of the activity

Considering the existing problem and the ongoing process of organizational and technical reorganization of the hospital sector, including the laboratory systems the objective of this workshop is the following:

“To increase the level of practical and theoretical knowledge of biosafety for laboratory personnel in the hospital sector of western Georgia, via the development, evaluation and implementation of safe work practices”.

Expected Results

- Assessment of current situation regarding Biosafety and Biosecurity in medical facilities in western Georgia.
- Increase the overall safety of laboratory personnel by improving staff skills and knowledge, facility infrastructure, and the use of personal protective equipment (PPE) in laboratory space/hospitals.
- Decrease the probability of sample contamination.
- Implementation of Standard Operational Procedures (SOP) for hospital sector laboratories.
- Assess, identify and implement best practices among western Georgia hospitals.
- Draft and submit a manuscript for publication consideration in an appropriate journal such as, *Journal of Applied Biosafety*.
- Make a technical presentation (poster or platform) at BACAC conference.

Task list

Task 1

Task description and main milestones		Participating Institutions
Assess biosafety and biosecurity systems of hospitals, laboratories located in West Georgia.		9 hospital laboratories located in western Georgia (3 in Kutaisi, 3 in Samegrelo Region and 3 in Imereti Region), The National Center of Disease Control and Public Health Imereti Zonal Diagnostic laboratory
Description of deliverables		
1	Develop biosafety & security (BS&S) assessment system for laboratories within hospital sector	
2	Analyze and report results on BS&S current situation at hospitals located in western Georgia	
3	Develop and provide recommendations on system improvement to Hospital Directors	

Task 2

Task description and main milestones		Participating Institutions
Theoretical(i.e. classroom) and practical training for hospital personnel and course assessment. This will include both a pre- and post-practical evaluation.		9 hospital laboratories located in western Georgia (3 in Kutaisi, 3 in Samegrelo Region and 3 in Imereti Region), The National Center of Disease Control and Public Health Imereti Zonal Diagnostic laboratory
Description of deliverables		
1	Provide theoretical classroom training to hospital personnel on BS&S principles	
2	Provide pertinent reference/material on biosafety issues	
3	Hospital staff acquire practical skills on performing safe laboratory manipulation	
4	Gain additional knowledge on hospital/laboratory risk and evaluate biosafety committee work/performance	
5	Post training knowledge assessment of participants, define training efficiency	

Task 3

Task description and main milestones		Participating Institutions
Analysis of results and development of BS&S recommendations based on assessment findings for hospital sector		9 hospital laboratories located in western Georgia (3 in Kutaisi, 3 in Samegrelo Region and 3 in Imereti Region), The National Center of Disease Control and Public Health Imereti Zonal Diagnostic laboratory
Description of deliverables		
1	Prepare recommendation document according to pre- and post-training evaluation analyses	
2	Sample collection and transportation SOP adoption at hospital sector	

Task 4

Task description and main milestones		Participating Institutions
Presentation of results		The National Center of Disease Control and Public Health Imereti Zonal Diagnostic laboratory
Description of deliverables		
1	Prepare and submit draft publication for biosafety journal	
2	Prepare presentation on workshop at Caucasus and Middle Asia Biosafety International Conference	

Methods**Task 1**

Under this Task an "Assessment Questionnaire" will be developed in order to evaluate BS&S systems (including PPE practices, sample collection, packaging and transportation, waste control, equipment and material, laboratory set-up and so on) for hospital laboratories located in western Georgia. The "Assessment Questionnaire" will be established based on an existing questionnaire previously developed for a DTRA project. Assessment elements of practical work of personnel will be incorporated. A computer based Program of laboratory Quality Control system assessment will be used to aid development of the questionnaire. This program is provided by Doctor Anthuan Pierson/IQLS President with the support of DTRA and CDC. According to the "Assessment Questionnaire", laboratory assessments of 9 medical facilities will be conducted within the first month of the workshop. Medical facilities include: Samegrelo Region – "Zugdidi Multifunctional Clinical Hospital Republic", "Poti Multifunctional Hospital", "Khobi Regional Hospital"; Imereti Region – "Zestaponi Multifunctional Medical Center", "Samtredia Multifunctional Hospital" and "Western Georgia Interventional Medical Center"; Kutaisi – "Obstetrics and Gynecology Hospital", "Center of Family Medicine", "Regional Clinical Hospital" (see Appendix 1 for details). Three facilities will be evaluated in a week. An electronic database, such as EPI Info™, will be established to input all information. As noted by the Centers for Disease Control and Prevention (CDC), "Epi Info™ is used worldwide for the rapid assessment of disease outbreaks; for the development of small to mid-sized disease surveillance systems; as ad hoc components integrated with other large scale or enterprise-wide public health information systems; and in the continuous education of public health professionals learning the science of epidemiology, tools, and techniques." The last week of the month will be dedicated for data input into the database and processing, preparation of recommendations.

Task 2

Pre- and post-training evaluation tests will be developed within the first month of the workshop. The pre- and post-training tests will be adjusted to the training course and be composed of questions on the following subjects: 1) biosafety philosophy and policy; 2) sample collection; 3) packaging and transportation; 4) waste control; 5) risk assessment fundamentals; and 6) blood-borne pathogens.

The second, third and fourth weeks of the month will be dedicated for preparing training course presentations and printing flyers. Material and protocols provided within DTRA workshop will be used.

Course numbers: TRNSAF – 00001, 00003, 00002, 00004, 00005, 00006, 00009, 00010, 00012, 00033.

SOPs: SOP # 59, 519, 518, 113, 115, 60, 100, 137, 462, 609, 174, 114.

Existing Assessment Questionnaire will be revised in order to assess practical skills, practical work of the training participants. The first week of the second month of the workshop will be dedicated for organizational issues of the training, whereas, the training will be conducted on 2nd, 3rd and 4th weeks of the same month. Trainings will be conducted at regional department of NCDC by DTRA trained BS&S Instructors. The training center is located on the territory of National Center of Disease Control and Public Health Imereti Zonal Diagnostic Laboratory, Kutaisi. Total number of participants is ~27. Three laboratory specialists from the facility will participate in each workshop. The duration of training course is a full week (5 working days). Four days will be dedicated for theoretical training and 1 day for practical hands-on training. Each group will be composed of 9 participants.

Post-training test will be conducted after completion of the course.

Task 3

On the 3rd month of the workshop data processing and analysis will be conducted using the commercial database. Qualitative and quantitative processing of data will take place.

Comparative analysis of data collected before and after the trainings will be conducted.

Recommendations will be developed based on analysis for personnel and directors of hospital sector. Biosafety, sample collection, processing, and transportation SOPs will be developed for all laboratories participating in the workshop. SOP # M-003-001, M-004-001, 16S-003-001 of NCDC regional department and material provided by DTRA will be used for SOP development.

Task 4

We plan to present the results of our workshop during the 4th Annual BACAC Conference in Almaty. Expenses related to participation in BACAC is not included in the budget of this workshop.

We also plan to prepare and submit draft publication for biosafety journal.

Annex I-2

BUDGET

Category	ISTC Funds channeled through the recipient US\$	Direct purchases of equipment or services US\$
1) Grant payments		
Grant payments to personnel - Execution of the Workshop		10190
Total Grant Payments		10 190
2) Equipment:		
Total Equipment		0
3) Materials/Supplies	2671	
Total Materials/Supplies	2 671	0
4) Bank Fees	100	100
5) Other Direct Costs:		
5.1 Communication expenses (fax mail, photo, copy) *	340	
5.2. DHL of agreement	200	200
5.3 Lunch breaks for the training (10\$X5 days X33 person)****	1650	
Total ODC	2 190	200
6) (Travel) Transportation Costs		
6.1 Per Diem for 5 days for 27 person (27X5X15\$)**	2025	
6.2 Lodging costs for 18 person (18X6X50\$)***	5400	
Total Travel:	7 425	
8) Contingencies:		500
TOTAL	12 386	10 990
Total allocated funds	23 376	

*To cover communication with Hospitals and trainees, also logistics and transportation related communication by phone.

**Trainings will be attended by 3 representative from each of 9 participating hospitals (3X9) so 27 person will be receiving PerDiem for 5 days each.

*** 9 Attendees will not need lodging so we will have to provide (27-9) 18 attendees with Hotel for 6 nights.

****Each day of 5 day training will have 9 attendees plus 2 trainers (5daysX11 person=55); 3 rounds of trainings will be held to teach all 27 participants (55x3=160). We have allocated \$10 per person for lunch. We plan to have a subcontractor for providing lunch service. The copy of subcontract and invoices will be mailed to ISTC together with other documentations.

Technical Calendar Plan

Annex I-3

	March	April	May	June	July	August	September
Task 1		Deliverables due					
Person*days		55 days					
Task 2			Deliverables due				
Person*days		55 days	55 days				
Task 3				Final technical report			
Person*days			55 days	55 days			
Task 4							Publication and BACAC Presentation due
Person*days							

Annex I-4

EQUIPMENT/MATERIAL SUMMARY					
MATERIAL SUMMARY To be purchased by recipient [X]					
The ISTC will normally provide the most appropriate equipment that will perform the functions required; however, if very special reasons are given and explained in detail (Form PR-2E), the purchase of a particular make will be considered.					
Item No.	DESCRIPTION OF ITEM	Date needed (quarter)	Qty	Unit cost (USD)	Total (USD)
Leading Institution					
1	Gloves	05.2012	300 unit	0.183	55
2	Disposable Scrubs	05.2012	54 unit	2.59	140
3	Laboratory bench cover	05.2012	54 unit	0.166	9
4	Biohazard waste bag (14*19)	05.2012	15 unit	0.2	3
5	Biohazard waste bag (19*23)	05.2012	15 unit	0.133	2
6	Biohazard waste bag (24*30)	05.2012	15 unit	0.53	8
7	Centrifuge tube 15 ml	05.2012	70 unit	0.6	42
8	Centrifuge tube 2 ml	05.2012	70 unit	0.1	7
9	Centrifuge tube 4 ml	05.2012	70 unit	0.14	10
10	Shoe cover	05.2012	200 unit	0.03	6
11	Marker	05.2012	5 unit	1.6	8
12	Pipette tips 1-200	05.2012	500 unit	0.02	10
13	Pipette tips 100-1000	05.2012	500 unit	0.05	25
14	Autoclave indicator tape	05.2012	1 unit	4	4
15	Autoclave chemical indicator strip	05.2012	1 Pack	27	27
16	Goggles	05.2012	30 unit	18	540
17	Stationery*	04.2012			950
18	Gas for transportation vehicle.	04.2012	550 liters	1.5	825
Estimated TOTAL COST:					2671

*Stationary includes costs for binders for training material for 27 attendees, also note-books, pens, paper, clear files, white-board, markers, dividers, hole-punch, staplers, USB Flash Drives with training material for every attendee with, cartridges for printers and fax machine.

Annex I-5

Personnel Commitments

N	Name	Position	Work	Daily Rate	Work Days	Amount Due
1	Konstantine Gvetadze	Head of the Service	Coordinator	45	36	\$1620
2	Gocha Giorgidze	ZDL manager (Certificated Biosafety expert)	Biosafety instructor-trainer	40	48	\$1920
3	Natia Sulaberidze	Biosafety officer (Certificated Biosafety expert)	Biosafety instructor-trainer	40	48	\$1920
4	Maka Djindjikhadze	PCR specialist	Assistant	35	40	\$1400
5	Marina Marjanishvili	Financial manager	Financial manager	30	15	\$450
6	Giorgi Kikabidze	IS&T Manager	IS&T support	30	15	\$450
7	Nana Batarashvili	Logistics and quality control manager	Logistics manager	30	15	\$450
8	Avto Losaberidze	Driver	Responsible for transportation service and logistics.*	30	34	\$1020
9	Giorgi Kandelaki	Deputy of general director of NCDC	Consultant for development of training material. Will provide expertise in national policy and philosophy.	40	12	\$480
10	Maia Butsashvili	Deputy of general director of NCDC	Consultant statistical data analysis.	40	12	\$480
TOTAL:						10190

*The driver will be responsible to provide transportation to workshop personnel when visiting and assessing hospitals in the regions. He will also assist workshop coordinator with organizational processes and will support logistics.

Annex I-6

Western Georgia Hospitals:

	Kutaisi	Address
1	Obstetrics and Gynecology Hospital	17 Lortkipanidze Street, Kutaisi, Georgia
2	Regional Clinical Hospital	2 Otskheli Street, Kutaisi, Georgia
3	Center of Family Medicine	5/7 King Tamar Street, Kutaisi, Georgia
	Imereti	
1	Zestaponi Multifunctional Medical Center	142 Uznadze Street, Zestaponi, Georgia
2	Samtredia Multifunctional Hospital	86 Republic Street, samtredia, Georgia
3	Interventional Medical Center	83a Javakhishvili Street, Kutaisi, Georgia
	Samegrelo	
1	Zugdidi Multifunctional Clinical Hospital "Republic"	206 Gamsakhurdia Street, Zugdidi, Georgia
2	Poti Multifunctional Hospital	6 Gamsakhurdia Street, Poti, Georgia
3	Khobi Regional Hospital"; Imereti Region	2 Chkhondideli Street, Khobi, Georgia

ANNEX II GENERAL CONDITIONS

Contents:

Part A	-	Implementation of the Work
Article 1	-	General Provisions
Article 2	-	Subcontracting
Article 3	-	Monitoring of the Work
Article 4	-	Reports
Article 5	-	Equipment
Article 6	-	Visa and Access for Foreign Participants
Article 7	-	Completion or Expiration of the Agreement
 Part B	-	 Payments, Justification of Cost and Auditing
Article 8	-	Payments by the Center to the Recipient
Article 9	-	Costs Not Allowed
Article 10	-	Books of Account and Documentation
Article 11	-	Auditing

General Conditions

Part A - Implementation of the Work

Article 1 - General Provisions

1.1 The Recipient shall make best efforts to achieve the objectives of the Project and shall comply with all Russian laws or laws of other CIS countries applicable to the Project.

1.2 The Recipient shall, in particular, comply with all applicable laws and regulations related to safety.

1.3 The Recipient shall notify the Center's Project representative without delay of:

- (a) any event or circumstance which may materially affect the Project, and
- (b) any proposal for significant changes of key personnel during the Project.

Article 2 - Subcontracting

2.1 Subcontracting shall require the advance written approval of the Center. However, approval shall not normally be given for subcontracting in any State that is not a Party to the ISTC Agreement unless the Center determines in writing that such subcontracting is essential for the Project.

2.2 The Recipient shall impose on a subcontractor the same obligations as apply to itself with respect to any rights of the Center or the Financing Party concerning the Project.

2.3 The provisions of Article 2.1 of this Annex shall not apply to orders for materials, equipment, and services which are incidental to or intended to facilitate the execution of the Agreement and placed in the normal course of business in accordance with the internal procedures and rules of the Recipient.

Article 3 - Monitoring of the Work

3.1 The Center, or its representatives, shall:

(a) Have access to portions of facilities where the Project is being carried out and to all equipment, documentation, information, data systems, materials, supplies, personnel, and services which concern the Project for monitoring the progress of the Project as described in Annex I.

(b) Be provided with technical and cost information concerning the management and progress of the Project requested at any time.

(c) Give the Recipient not less than 20 days advance notice of any intended on-site monitoring of the Project.

3.2 Each Financing Party, or its representatives, shall be entitled to the same rights as the Center under Article 3.1 should they choose to exercise them through the Center.

3.3 The Recipient has the right to protect those portions of facilities that are not related to the Project.

3.4 All documentation and records including those associated with equipment, data systems, materials, supplies, and services utilized on the Project must be maintained and available for review by the Center, the Financing Party, or their representatives, for up to two years following the Project's completion or termination.

3.5 The Recipient shall, if requested by the Center, participate and assist in meetings to review or evaluate the Project during the lifetime of the Project.

Article 4 - Reports

4.1 The Recipient shall submit, in a suitable quality to enable direct reproduction, reports, as mutually agreed, prepared in a suitable form for publication and satisfactory to the Center.

4.2 The Recipient shall submit any additional reports or any other deliverables specified in the Agreement.

Article 5 – Equipment

The equipment which shall be purchased by the Recipient using the Center funds, or provided by the Center in-kind, shall be maintained by the Recipient in an appropriate manner before, during and after the Workshop. For this purpose, the Recipient shall designate a responsible person(s) as custodian(s) of the equipment and inform the Center of the identity of those responsible person(s) plus the location of the equipment.

On demand by the Center, the Recipient shall immediately return the equipment to the Center. In such a case, the transportation cost from the Recipient to the Center designated location shall be borne by the Center.

Article 6 - Visa and Access for Foreign Participants

The Recipient shall arrange entry visas into Russia and the access for foreign participants applying through the Center, provided that the notice by the Center is given fifteen days before the arrival date to the Project site.

Article 7 - Completion or Expiration of the Agreement

7.1 The Agreement shall be deemed to be completed on the approval by the Center of the last deliverable required or last payment by the Center, whichever shall be the later.

7.2 Subject and without prejudice to the provisions in Part B of this Annex, the Recipient shall be deemed to have discharged its obligations in respect of the performance of the work after the approval of all the reports and any other deliverables required by the Agreement.

Part B - Payments, Justification of Cost and Auditing

Article 8 - Payments by the Center to the Recipient

Payments of allowable costs other than the Center's in-kind contributions and the Center's grant payments to Individual Participants shall be made in accordance with the following principles.

8.1 Cost statements shall be expressed in US dollars unless otherwise specified in the Agreement. All payments by the Center shall be made in that currency unless otherwise agreed.

8.2 The financial contribution by the Center shall be paid in installments as specified in Article 5 of the Agreement.

8.3 If the Center considers that the work has not effectively been commenced within three months of the payment of the first advance, the Center may require the reimbursement of the advance together with any interest earned on the advance.

8.4 If on completion, cessation, or termination of the work, the payments made by the Center exceed the actual allowable costs, the Recipient shall promptly reimburse the difference to the Center. Interest may be added to this amount at the prevailing market rate as determined by the Center one month after the reimbursement date specified by the Center.

Article 9 - Costs Not Allowed

Allowable costs shall not include, among others:

- any profit;
- any contributions to pension, medical, or other social funds;
- any provisions for possible future losses or liabilities;

- any taxes, including profit tax, value added tax, personal income tax, and local taxes, as well as any other tariffs, dues, custom duties, import duties, fees, or other imposed taxes or similar charges;
- any costs allocable to other projects.

The Center will determine the use of any interest earned from funds provided by the Center or return on investment of such funds. Such interest or return on investment must be reported to the Center.

Article 10 - Books of Account and Documentation

The Recipient shall maintain in accordance with the accounting practices set forth in the Agreement proper books of account and appropriate documentation, such as invoices and time sheets to support and justify the costs reported. These shall be made available for audits by the Center and the Financing Parties during the period of the Project and for a period of up to two years following the Project's completion or termination.

Article 11 - Auditing

11.1 Cost statements are subject to verification even after the Center has reimbursed costs. The Center and each Financing Party have the right pursuant to the ISTC Agreement and ISTC Statute to carry out on-site auditing of all activities of the Workshop Project. The Recipient will be given not less than 20 days notice of any intended audit. For the purposes of the audit, the Recipient shall make accessible all portions of facilities, equipment, documentation, information, data systems, materials, supplies, personnel, and services related to the Workshop Project.

11.2 The Recipient has the right to protect those portions of facilities that are not related to the Workshop Project.

11.3 The Recipient shall maintain all documentation and records including those associated with equipment, data systems, materials, supplies, and services utilized on the Workshop Project and shall make such documents, records, and to the extent possible personnel available for audit for a period of up to two years following the Workshop Project's completion or termination.

11.4 The Center and the Financing Parties shall have the right to select Courts of Auditors or other organizations or individuals to carry out audits of the Workshop Project; and they shall be entitled to the same rights, should they choose to exercise them, as the Center and each Financing Party in respect of access to, and verification of, any document under the Workshop Agreement for the purpose of any audit.