

TECHNICAL ASSISTANCE FRAMEWORK AGREEMENT

between

GOVERNMENT OF GEORGIA

and

ASIAN DEVELOPMENT BANK

DATED 1 September 2008

TECHNICAL ASSISTANCE FRAMEWORK AGREEMENT

AGREEMENT dated 1 September 2008 between the GOVERNMENT OF GEORGIA (hereinafter called the Government) and the ASIAN DEVELOPMENT BANK (hereinafter called ADB).

WHEREAS

(A) the Government from time to time applies to ADB for technical assistance (hereinafter called Technical Assistance); and

(B) ADB and the Government wish to establish a framework of general terms and conditions upon which all such Technical Assistance will be provided by ADB;

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I

Scope of this Agreement

Section 1.01. ADB shall provide Technical Assistance subject to Section 1.02 of this Agreement and to the General Terms and Conditions of Technical Assistance presented in the Schedule to this Agreement. Each Technical Assistance provided under this Agreement shall also be subject to the terms of a letter to be sent by ADB to the Government, including appropriate attachments (hereinafter called a TA Letter) by which ADB and the Government shall define the particulars of such Technical Assistance. Approval of the Government to the terms of the TA Letter shall be deemed given unless the Government presents an objection to ADB within a reasonable period specified in the TA Letter.

Section 1.02. Technical Assistance shall be provided by ADB under this Agreement only in response to requests submitted by the Government and approved by ADB. Such Technical Assistance shall be made available to the Government, or to such entity as the Government may designate.

ARTICLE II

Technical Assistance, Consultants

Section 2.01. (a) Each Technical Assistance to be provided by ADB shall be as described in the TA Letter concerned.

(b) The provision of Technical Assistance shall be subject to the general terms and conditions set forth in this Agreement and the Schedule to this Agreement and the particular terms of the TA Letter concerned.

(c) For the purposes of this Agreement, "Executing Agency" means the agency, if any, specified as such in the TA Letter concerned.

Section 2.02. (a) Technical Assistance shall be undertaken by consultants who shall, as far as practicable, include experts in the fields specified in the TA Letter concerned.

(b) The term "Consultants" as used in this Agreement includes international and domestic consultants, as well as individual consultants or any consulting firm which provides any of the experts referred to in the TA Letter concerned.

Section 2.03. Consultants shall have the terms of reference set forth in the attachment to the TA Letter concerned. Such terms of reference may be amended by written agreement between the Government and ADB, or, by the Government, the Executing Agency and ADB, as the case may be.

Section 2.04. ADB may provide Technical Assistance under this Agreement consisting of any of the following, all of which shall be conducted, carried out or procured in a manner satisfactory to ADB and acceptable in international practice:

- (a) the services of experts referred to in Section 2.02 of this Agreement;
- (b) equipment and materials, which shall be procured in accordance with Georgian legislation if this is agreed to by ADB. In the absence of such agreement by ADB such procurement shall be in accordance with ADB's rules and regulations or with other arrangements satisfactory to ADB;
- (c) training, seminars, workshops or conferences, and similar activities;
- (d) the cofinancing of such Technical Assistance with any other external source; and
- (e) any other form of assistance which may be agreed upon by the Government and ADB for inclusion under such Technical Assistance.

ARTICLE III

Engagement and Financing of Consultants

Section 3.01. Except as otherwise agreed to by ADB, ADB shall engage the services of the Consultants.

Section 3.02. (a) ADB shall finance such expenditures in foreign currency and local currency as shall be set forth in the TA Letter concerned.

(b) No local taxes or duties shall be financed under any Technical Assistance.

ARTICLE IV

Assurances of the Government

Section 4.01. Appropriate authorities of Government or its authorized Executing Agency, or both, shall provide suitable local counterparts on a full-time basis to cooperate with and assist the Consultants in carrying out Technical Assistance.

Section 4.02. The Government or the Executing Agency shall finance such part of each Technical Assistance, and shall perform or cause to be performed such additional obligations, all as further specified in the TA Letter concerned and agreed with the Government.

ARTICLE V

Final Provisions

Section 5.01 This Agreement is subject to signature by both parties thereto, and shall enter into force upon completion of all internal procedures required for the entry into force of this Agreement in accordance with the legislation of Georgia.

Section 5.02 This Agreement shall be modified or amended by mutual consent through separate protocol which shall enter into force in the same way as the present Agreement. Such protocols shall constitute an integral part of the present Agreement.

Section 5.03 This Agreement is of indefinite duration. Each Party to the Agreement may terminate the Agreement with written notification to the other party, effective six months after receipt of such written notification.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed in their respective names and delivered at the principal office of ADB as of the day and year first above written.

GOVERNMENT OF GEORGIA

By

Nika Gilauri
Minister of Finance of Georgia

ASIAN DEVELOPMENT BANK

By

Juan Miranda
Director General
Central and West Asia Department

SCHEDULE

General Terms and Conditions of Technical Assistance

A. Cooperation

1. The Government shall cooperate with ADB and Consultants to ensure that each Technical Assistance is carried out promptly and effectively and, for this purpose, shall issue appropriate instructions to its officials, agents and representatives.

B. Exchange of Views; Reports

2. The Government and ADB shall, from time to time, at the request of either party, exchange views on any Technical Assistance, and consult on any reports prepared by Consultants and the implementation of any recommendations made in those reports.

3. ADB may use any reports prepared by Consultants for any purpose which ADB may consider appropriate. Disclosure to the public of the final reports generated from a Technical Assistance will be governed by ADB's *Public Communications Policy* (2005) as amended from time to time.

C. Further Assistance by ADB

4. The provision of any Technical Assistance does not commit ADB to extend financial or further technical assistance to the Government with respect to the implementation of any recommendations of Consultants.

D. Suspension; Termination

5. (a) The Government may at any time request ADB in writing to terminate any Technical Assistance.

(b) ADB may at any time suspend or, after consultation with the Government, terminate any Technical Assistance if any circumstances arise which, in the opinion of ADB, interfere or threaten to interfere with the successful implementation of such Technical Assistance, the accomplishment of its purposes, or the execution of such Technical Assistance in accordance with the terms and conditions of this Agreement or the TA Letter concerned.

6. If any Technical Assistance is suspended or terminated, the Government and ADB shall consult with each other concerning any further action which may be necessary or desirable with respect to such Technical Assistance.

E. Immunities, Privileges and Exemptions of Consultants

7. Experts performing missions for ADB in the capacity of consultants (hereinafter "Consultants") shall be entitled to the privileges, exemptions, and immunities conferred upon such

experts by the provisions of the Agreement Establishing the Asian Development Bank. Without limiting the generality of those provisions,

(i) the Consultants shall be immune from legal process with respect to all acts performed by them in their capacity as Consultants in connection with the Technical Assistance for which they were retained, except where it is agreed by the Government and ADB that such acts or omissions amount to gross negligence or willful misconduct of such Consultants.

(ii) the Consultants (if they are not nationals of Georgia) shall be exempt from immigration restrictions, alien-registration requirements and national service obligations of Georgia; and

(iii) the Consultants may bring into Georgia reasonable amounts of foreign currency for the purposes of the Technical Assistance or for their personal use and may withdraw from Georgia similar amounts of foreign currency together with any amounts earned therein by the Consultants in connection with such Technical Assistance.

8. The Government shall promptly:

(i) provide the Consultants and their families with any existing entry and exit visas, residence permits, foreign exchange permits and travel documents required for their stay in Georgia;

(ii) provide the Consultants with work permits and any other documents necessary to enable them to perform their work on the Technical Assistance for which they were retained; and

(iii) clear through customs any equipment, materials or supplies required for each Technical Assistance, and any personal effects (including any automobiles if required) and household goods of the Consultants and their families, in accordance with legislation of Georgia applicable to such clearance.

9. (a) The Government shall exempt Consultants from, or bear the cost of, any taxes, duties, fees or other impositions levied under the laws and regulations in effect in Georgia in respect of:

(i) any payments made to the Consultants in connection with the carrying out of any Technical Assistance;

(ii) any equipment, vehicles, materials and supplies brought into the territories of Georgia for the purpose of carrying out such Technical Assistance which will be consumed therein or withdrawn therefrom or which will become the property of the Government; and

(iii) any personal effects (including automobiles if required) of the international Consultants brought into Georgia which will be consumed therein or withdrawn therefrom.

(b) If any of the items referred to in subparagraphs (ii) and (iii) above are, upon completion of any Technical Assistance, not to be withdrawn from Georgia and not to become the property of the Government, the Government shall allow such items to be disposed of locally in accordance with any applicable Government regulations, or subject to such terms as are agreed upon between the Government and the Consultants. If any such items are financed by ADB under any Technical Assistance, they may be transferred by ADB to the Government on terms and conditions satisfactory to the Government and ADB.

F. Indemnity by the Government

10. The Government shall be responsible for dealing with any claims arising out of, or resulting from, any Technical Assistance, which may be brought by third parties against ADB or any Consultants. The Government shall indemnify ADB and the Consultants against any costs, claims, damages or liabilities arising out of, or resulting from, any acts or omissions in connection with any Technical Assistance, except where it is agreed by the Government and ADB that such acts or omissions amount to gross negligence or willful misconduct of such Consultants.