

Alexander Horokhovsky

43, Anna Akhmatova Str., office 382,
Kyiv, 20095, Ukraine
mail: alex197328197328@gmail.com,
тел: +380501876182,

8 June 2020

Re: Consulting Agreement #2020-BRYCA-01

Dear Alexander,

IREX Europe is pleased to offer you a consultancy as detailed below and in the attached Schedule. In full consideration for the work performed and accepted by IREX Europe under this Consulting Agreement, you will be compensated at the fixed rate of 179 EUR per day for remote work (manual preparation and trainers' mentoring) and 268 EUR per day for training days. In no event, will the total obligation of IREX EUROPE exceed 8,100 EUR without a written modification to this Consulting Agreement. The rights and obligations of the parties to this Consulting Agreement shall be subject to and governed by the attached Schedule. If you would like a sample invoice or reimbursement form, please contact IREX Europe.

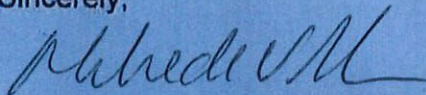
Work under this Consulting Agreement will take place in Kyrgyzstan and home based.

You are considered to be essential to the effort being performed under this contract. Substitutions or any substantial reduction in your level of effort may not be made without the prior written approval of IREX Europe.

This Consulting Agreement, consisting of this cover letter and Articles I through VI of the attached Schedule and following annexe(s), constitutes the entire agreement between the parties and supersedes any and all prior agreements with respect to its subject matter.

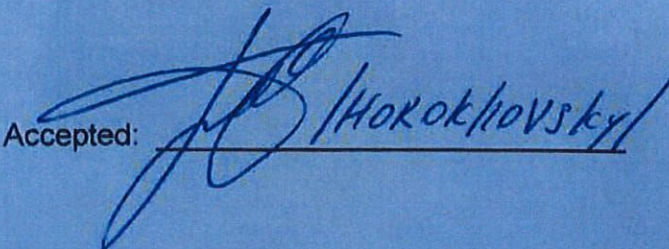
If the above is agreeable, please sign where indicated below, retain a copy of this cover letter and the Schedule for your files, and return a signed original to IREX Europe.

Sincerely,



Michael de Villiers
Director, IREX Europe

Accepted:



/Horokhovskiy/

Date:

10.06.2020

SCHEDULE

IREX Europe CONSULTING AGREEMENT

Article I

Scope of Work

Subject to the program direction of Michael de Villiers, Director/IREX Europe or IREX Europe's Lyon-based project managers, Flora Graioni and Maira Zeinilova (hereinafter referred to as "IREX Europe's Program Representatives").

Background:

IREX Europe is implementing in collaboration with MSCF (Kyrgyzstan), MediaNet (Kazakhstan), Gurdofarid (Tajikistan) and MJDC (Uzbekistan) the EU-funded project "*BRYCA - Building Resistance in Youth in Central Asia to the influence of illegal hate speech and misinformation online and on social media*". The 2 objectives of the project are:

- 1 – To incentivise vulnerable youth in remote areas of Central Asia to participate in online and mobile educational games that build their critical thinking and counter disinformation and illegal hate speech.
- 2 – To expand access to online information and educational tools that counter disinformation and illegal hate speech, promote critical thinking and the use of reliable independent sources across Central Asia.

The project media literacy approach builds on international best practice and incorporates UNESCO's MIL policy and strategy guideline. It recognizes the strong need to give people and in particular youth, the skills and abilities to navigate the increasingly digital information world. Our approach is also to develop locally adapted, practical teaching tools that encourage critical thinking, allow independent verification of information, provide a healthy understanding of how the media works and how it can be manipulated and controlled in order to itself manipulate the public.

Specifically, within the objective 2 we plan to develop a practical MIL Trainer's Manual for the local context to ensure inclusion of media characteristic of the target country / regions, as well as adapting it to the identified target group (youth and marginalised youth) and use of the communication tools (i.e. social media) used by this target group. The whole process will be led and supervised by IREX Europe, and practical examples from the target countries will be provided by local partners.

For this purpose, IREX Europe was looking for a Media and Information Literacy (MIL) Expert with experience in training of trainers' techniques and in working with marginalised youth.

Responsibilities:

The Media and Information Literacy expert / trainer will:

- Develop a practical BRYCA MIL manual for educators/youth leaders/community workers based on the tools and pedagogical approaches used by the partners and considering specificity of the target group and country/region context. In particular, the expert will:
 - Review the existing MIL Trainers' manuals / materials and contribute to make it a tool based on practical approach (teaching by doing);
 - Identify and develop strategy on using popular social media tools to reach the target group to be integrated in the manual;
 - Involve and mentor MIL local experts from the 4 target countries in identifying local examples to be used in the different versions of the manual.
- Implement a four-day training for 10 to 15 people (partners MIL experts and staff) in Bishkek (beginning of 2021) to develop a joint project training approach to be used along the project implementation.
- Provide mentoring support to the local MIL experts during the workshops' implementation

Article II

Products/Deliverables

Required Products

Deliverable	Description	No of days
Draft manual Development (.word)	Following the audit of BRYCA's partners MIL material (est. 5 days), online meetings with the partners (est. 2.5 days) and target group (est. 2 days), the MIL expert will provide a draft manual for BRYCA's partners review (3 days).	12.5
Final Manual (.word and .pdf)	The MIL program manager will include the recommendations and comments on the draft manual received from the partners (est. 2.5 days), prepare control tests and different blocks of the manual (est. 3 days) as well as the text going within each chapter (est. 5 days). The final version of the manual will include layout, design and proofreading (est 4 days).	14.5

Estimated Travel Expenses

Per Diem*: up to 6 days in Kyrgyzstan @ 40 EUR / day

International travel (by flight) **

Lodging Costs: up to 4 nights in Kyrgyzstan***

Transfers from / to the airports
(Receipted costs only)

Sub-Total Travel expenses

TOTAL

*IREX Europe per Diem rules - when meals are covered, the following percentage needs to be deducted: breakfast (15%), lunch (25%), dinner (40%). Per Diem for travel days: 75%. A template will be provided.

** International flight will be booked IREX Europe. The consultant, according to IREX Europe rules, should keep and send **boarding passes** after the flight.

***Lodging costs will be booked by IREX Europe

The days of the week worked are at the discretion of the Consultant and IREX Europe's Representative.

Article V

Method of Payment

Consultant Fee. Consultant shall be compensated for the services performed according to the agreed fee. Payment will be made by wire after submission of an invoice and the agreed deliverables (see Article IV). Travel expenses will be paid upon submission of the training of trainers' report, boarding passes, per diem request and any relevant receipted costs to be reimbursed. Payment to consultant will be made in EUR. Federal, regional and local taxes, or any social charges applicable to employees, will not be withheld from the Consultant's payment. The Consultant will be responsible for ALL taxes and other government mandated charges associated with the Consultant's acceptance of compensation hereunder.

All payments to the Consultant are subject to timely and complete performance of the duties described in this contract.

Training of trainers report (.word)	The MIL expert will develop an agenda for the 4-day trainings to be implemented in Kyrgyzstan. We plan the training to take place in the first quarter 2021.	4.0
Mentoring report (.word)	Following the TOT, the MIL expert will provide remote mentoring to the experts trained as trainers in each of the 4 target countries (average 2.5 days per country). The report will include a calendar of the mentoring provided.	10.0

The outputs should be sent in electronic format to Flora Graioni and Maira Zeinilova, (fgraioni@irexeurope.eu, mzeinilova@irexeurope.eu).

Consultant is required to respond to IREX Europe comments on any documents prepared under this Consulting Agreement, and provided that such comments are provided in a timely manner, any required changes to Consultant-prepared documents shall be completed within the Term and Compensation limitations set forth in this Agreement.

Article III

Period of Consulting Contract and conditions

The period of support for this consulting contract shall be from 15/06/2020 to 15/06/2021, unless amended by written agreement. Expenditures incurred prior to the beginning date or subsequent to the termination date are not allowable, without the express written authorization of IREX Europe.

Article IV

Payment Schedule

Consultant Fee:

Payment number	Deliverable	Date	Payment Installment
1	Draft manual Development (.word)	31/08/2020	
2	Final Manual (.word and .pdf)	31/10/2020	
3	Training agenda (.word)	2 weeks before the training	
4	Training of trainers report (.word)	2 weeks after the training	
5	Mentoring report (.word)	2 weeks after the end of the mentoring period	
	TOTAL		

Sub-total Fees

7,075 EUR

partner organization, IREX. "IREX Europe Confidential or Proprietary Information" and "IREX Confidential or Proprietary Information" includes any information regarding IREX Europe and IREX operations, products, services, strategies, research, policies, systems, budgets, proposals, finances, programs, plans, donor or business relationships, or any other information not generally known to the public that is learned by the Consultant as a consequence of [his/her] employment by IREX Europe. Confidential and Proprietary Information is the sole property of IREX Europe and IREX and will not be disclosed at any time during or after the term of this agreement to anyone outside of IREX Europe, except as authorized by IREX Europe, or as otherwise required by law. Upon termination of employment, or at any other time upon request of the President of IREX Europe or his/her authorized representatives, Consultant will return to IREX Europe all copies of documents or other material (including documents or materials stored electronically, which includes e-mail), in Consultant's possession or control that belong to IREX Europe or IREX, or which may contain or be derived from IREX Europe or IREX Confidential or Proprietary Information.

- b. **Non-Competition** - During the Term of this Agreement, Consultant will not knowingly authorize or allow his/her name to be used by any entity other than IREX Europe and IREX in connection with any application or bid for a contract, grant or other award, without prior written authorization by IREX Europe.
- c. **Use of Work Product** - Consultant acknowledges that any work produced in the course of the Consultant's employment at IREX Europe is the exclusive property of IREX Europe. Consultant waives any rights, including intellectual property rights, in such work product, and is prohibited from reproducing, distributing, or making any other use of such work product outside IREX Europe without IREX Europe's express authorization.
- d. **Conflict of Interest** - Consultant is aware of no conflicts of interest that would interfere with his/her ability to perform the work required under this Consulting Agreement, and Consultant will not, without the prior written consent of IREX Europe, undertake any other obligations that conflict with the Consultant's obligations under this Consulting Agreement. The Consultant agrees to disclose to IREX Europe in a timely fashion any relationship, transaction or circumstances which could diminish or compromise its ability to render objective and impartial professional judgment concerning the Services. Payment to the Consultant described in this Agreement shall constitute the Consultant's sole payment in connection with the Services and, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement. In addition, during the Term of this Agreement, Consultant will not engage in any activity that poses an actual or potential conflict of interest with IREX Europe's purposes or programs or that otherwise may detract from Consultant's performance of [his/her] duties under this Agreement.

- e. **Other Employment** - Consultants may not receive any income or material gain from individuals outside IREX Europe for material produced or services rendered that are competitive in nature to IREX Europe while performing their duties with IREX Europe. In instances where IREX Europe staff are being asked to participate in meetings or conferences where their expertise is largely unrelated to their specific employment at IREX Europe, staff should state prior to their presentations or papers that the views expressed are their own and do not represent the views of IREX Europe. Consultant agrees that at no time will outside employment interfere in any way with the fulfillment of Consultant's obligations under this Agreement.
 - f. While participating personally or substantially involved in the conduct of an IREX Europe procurement, or having access to any IREX Europe procurement source selection information, the Consultant will not do any of the following with respect to potential or existing IREX Europe customers, competitors, vendors, subcontractors, subgrantees, awardees, consultants or exchange scholars:
 - i. Seek employment with any such individual or entity unless otherwise authorized by IREX Europe;
 - ii. Solicit any gifts or services, or accept anything of value from any such individual or entity;
 - iii. Disclose any proprietary or source selection information to such individual or entity or any other unauthorized person before an award.
 - g. Neither Consultant, nor any member of the Consultant's family, will directly or indirectly solicit or accept anything of value from IREX customers, vendors, subgrantees, subcontractors or competitors in return for a lease, subcontract, subgrant, purchase order, Confidential or Proprietary information, or any other favored or special treatment or access with respect to IREX Europe. Consultant will not give or accept expensive gifts, extravagant entertainment, travel or personal loans from any IREX Europe customer, vendor, subcontractor, or competitor, for any purpose.
 - h. **Breach of Confidentiality** - In the event I breach this agreement, IREX Europe shall be entitled to recover all court costs and expenses, including attorney's fees, by IREX Europe in the enforcement of this Agreement.
 - i. **Survival of Confidentiality Clauses** - The provisions of this paragraph shall survive expiration or termination of this Agreement.
11. Except as specifically permitted in writing, the Consultant will not publish or otherwise disclose, except to IREX Europe, Data (which shall be defined as recorded information, regardless of form or the media on which it may be recorded) first produced or received by this Consultant in the course of performing this Agreement. Consultant agrees that he/she will use all such data

solely for purposes of performing this Agreement. With respect to any reports, data, or information produced by the Consultant in the course of performing this Agreement, IREX Europe will have unlimited rights to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly in any manner and for any purpose, and to have or permit others to do so. Consultant will fully disclose, deliver, and transfer to IREX Europe, and Consultant irrevocably assigns to IREX Europe its entire right, title, and interest in and to any and all methods, inventions, devises, improvements, whether patentable or not, originating within, conceived, acquired, or developed by Consultant, either solely or jointly with others, in connection with Consultant's actual performance of this Agreement. The provisions of this paragraph shall survive expiration or termination of this Agreement.

12. Consultant understands and agrees that he/she is not authorized to enter into any contractual agreement on behalf of IREX Europe and is not authorized to commit IREX Europe funds to any organization, corporation, political party, foreign government or individual, except for those which IREX Europe has provided written authorization.
13. Consultant agrees to indemnify and hold harmless IREX Europe, its offices, directors, and employees, against any loss or damage caused by Consultant's negligent or willful acts or omissions in the performance of this Agreement. The provisions of this paragraph shall survive expiration or termination of this Agreement.
14. IREX Europe may at any time, by written notice, terminate this Agreement for default, in whole or in part, if Consultant fails to perform as required by the Agreement and such failure is not corrected within ten days from the date of receipt of written notice from IREX Europe. In addition to any other rights or remedies provided by law, IREX Europe shall be entitled to purchase replacement services from an alternative source and Consultant shall be liable for any excess of payments made for services rendered as of the date of termination or cancellation. Any refunds will be made within 30 days of notice of cancellation. IREX Europe may at any time, by written notice terminate this Agreement for the convenience of IREX Europe. Upon termination for convenience, Consultant shall be entitled to recover only the rate of compensation set forth above or pro rata share of the specified firm fixed price, as applicable for services performed by Consultant prior to termination, plus reimbursement for travel, per diem, and other direct costs to the extent recoverable under this Agreement. Consultant retains the right to terminate this contract for cause or convenience. Termination will be made by written notice, with a provision for 10 days for the correction of any deficiencies or defaults.
15. This Agreement shall be governed by and construed in accordance with the laws of the France. Further, the Consultant shall be solely responsible for compliance with all applicable laws and regulations of the host country and any other designated third country assignment(s).
16. This Agreement, together with all annexes, will constitute the entire Agreement of the parties, and supersedes all previous and contemporaneous Agreements or presentations whether written or oral.