

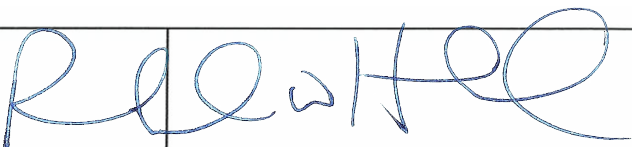


FIXED AMOUNT AWARD

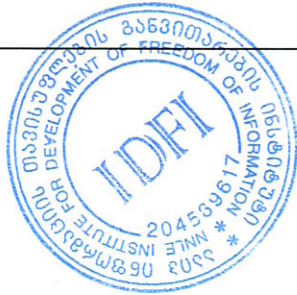
Between
DAI Global, LLC And
Institute for Development of Freedom of Information (IDFI) NNLE
GRANT NO: G-Tbi-010
GRANT TITLE: 1.3.04 Assessment of Digital Tools for Citizen Engagement
Prime Contract/TO No.: 7200AA21D00016 / 72011423F00004
(NGO under DAI Prime Contract/TO)

DAI Global, LLC (also referred to as DAI) is pleased to award **Institute for Development of Freedom of Information (IDFI) NNLE** (also referred to as the Recipient), a fixed value grant with a ceiling of GEL 99,995.00, payable according to the Schedule of Milestones and Payments in Attachment Two, in support of **the National Governance Program**, as fully described in the Program Description.

Please sign both original copies of this Grant Agreement document to acknowledge your receipt and acceptance of the grant terms and conditions as set forth below and return one original to DAI at the address indicated on the Overview Page.

| | |
|--|---|
| FOR DAI Global, LLC: | |
| Signature: Name: Richard Haselwood Title: Chief of Party |  Date: 28 May, 2024 |

| | |
|---|--|
| ACCEPTED AND CERTIFIED: As a legally authorized representative of the Recipient, by signing this Grant Agreement, the Recipient hereby certifies and agrees to comply with the terms and conditions as set forth in the agreement and the attachments listed on the Overview Page, which are incorporated as part of the Grant. FOR Institute for Development of Freedom of Information (IDFI) NNLE RECIPIENT Unique Entity ID (SAM) # Z7DHWUMQ9PN4 TAX ID #: 204569617 | |
| Signature: Name: Giorgi Kldiashvili Title: Executive Director |  Date: May 23, 2024 |



OVERVIEW PAGE

ISSUED BY: DAI Global, LLC
National Governance Program
29 Chavchavadze Avenue, 6th Floor, Tbilisi, 0179, Georgia

Primary Contact/Grants Manager: **Natia Lomtadze**, Natia.Lomtadze@dai.com
Technical Contact: **Anna Gvenetadze**, Anna.Gvenetadze@dai.com

RECIPIENT: **Institute for Development of Freedom of Information (IDFI) NNLE**
Legal address: Mtatsminda District, Niaghvari Str, N4, Apt 18, Tbilisi, Georgia
Postal address: 20, T. Shevchenko Street, 0108, Tbilisi, Georgia
Primary Grants Management Contact: Giorgi Kldiashvili, g.kldiashvili@idfi.ge
Technical Contact: Levan Avalishvili, l.avalishvili@idfi.ge
Primary Financial Contact: Nutsa Vepkhvadze, n.vepkhvadze@idfi.ge

PERIOD OF GRANT: May 23, 2024 - February 22, 2025

TYPE OF GRANT: Fixed Amount Award

TOTAL FIXED VALUE/CEILING: GEL 99,995.00

PRIME CONTRACT/ TO NUMBER: 7200AA2ID00016 / 72011423F00004
PROJECT CODE AND TASK NUMBER: 1005207 - 101

REGION: Eastern Europe

GRANT TITLE: 1.3.04 Assessment of Digital Tools for Citizen Engagement

ATTACHMENTS:

- One - Program Description
- Two - Schedule of Milestones and Payments
- Three - Branding Strategy and Marking Plan
- Four - Voucher for Payment, Milestone Certification, and Documentation of Recipient contribution
- Five - Certifications, Assurances, Other Statements of the Recipient
- Six - Standard Provisions (Mandatory and Required as Applicable)



Article One: Purpose of Grant

The purpose of this grant is to provide support for the program described in *Attachment One, Program Description*.

Article Two: Period of Grant

The effective date of this Grant is **May 23, 2024**, and the completion date is **February 22, 2025**.

Article Three: Amount of Award and Payment

- A. DAI hereby awards a fixed value grant with a ceiling of GEL 99,995.00, payable in accordance with *Attachment Two: Schedule of Milestones and Payments*.
- B. DAI shall not be liable for making payments to the Recipient for any costs in excess of the fixed ceiling/obligated amount of the award or outside the Grant period.
- C. The accomplishment of each milestone will be based on the successful submittal or completion of the tasks delineated for that Milestone.
- D. Payments are based on the pre-established, fixed amounts listed in *Attachment Two: Schedule of Milestones and Payments* upon the submission of evidence that a milestone has been achieved or completed. Payment will be made to the Recipient upon submission of the required documents listed below and DAI acceptance of the milestone completion.
- E. To obtain payments under this Grant, the Recipient shall submit the following documents to the Grants Manager/Specialist designated on the Overview Page:
 - (1) Voucher for Payment (*Attachment Four*)
 - (2) Milestone Certification-certifying that the Milestone being billed has been completed (*Attachment 4*)
 - (3) Evidence of completion required by DAI for the milestone. The documentation required for each milestone is specified in *Attachment Two: Schedule of Milestones and Payments*.The Recipient may submit the documentation of milestone completion either as e-mail attachments to the voucher or in hard copy form.
 - (4) Documentation of any recipient contribution (i.e., donated labor/activities/use of conference room) expended in support of the Grant during the milestone period. (*Attachment Four*)
- F. Payment shall be within 30 calendar days after receipt of a proper payment voucher, with milestone certification and required documentation, or verification and acceptance by DAI of milestone completion for which payment is requested, whichever is later. DAI reserves the right to withhold payment subject to milestone completion verification.

Article Four: Amendments

- A. Recipient will obtain a written amendment to the Grant prior to making any changes to 1) the activities being supported by this Grant; 2) the fixed amount of the grant; 3) the milestones; or 4) change in Grant completion date.
- B. DAI at its discretion may agree to amend milestones during the period of the Grant if the original milestones are no longer appropriate or if conditions affecting the ability of the Recipient to meet the milestone/s change for reasons beyond the Recipient's control. The amended milestones must be compatible with and satisfy the original purpose of the grant.
- C. No payments shall be made in excess of the fixed obligated ceiling without written amendment to the Grant. Increases to the fixed ceiling will be rare and only upon Recipient's submission, and DAI's acceptance, of



documented justification for an increase due to circumstances beyond the control of the Recipient such as natural causes or political upheaval.

Article Five: Grant Close Out

Grant close-out will be accomplished with DAI acceptance of the final milestone, approval of final payment, certification by Recipient, and at DAI's discretion, may also include independent verification by DAI that all milestones were completed.

Upon submission of the voucher for payment for the final milestone, the Recipient must certify in writing that the Grant activities are completed, and the Recipient will make no further claim against DAI after final payment. If the Recipient is unable to certify completion of the milestones, DAI may require the Recipient to make appropriate reimbursements to DAI.

Article Six: Termination

- A. This award may be terminated by either party at any time, in whole or in part, 30 calendar days after receipt of written notification by the other party.
- B. USAID retains the ability to terminate the grant activities unilaterally in extraordinary circumstances.
- C. DAI may terminate this award at any time, whenever it is determined that the recipient has materially failed to comply with the terms and conditions of the award. Examples of failure to comply with the terms and conditions of the grant include failure to comply with any of the certifications or standard provisions included in *Attachments Five and Six*, which are hereby incorporated.

One example of failure to comply is if the Recipient or a key individual of the Recipient is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.

- D. DAI reserves the right to terminate this Grant should the Recipient become insolvent during performance of the award.
- E. If at any time DAI or USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because funding was curtailed or reduced for the prime project, or continuation of the grant would not be in the national interest of the United States, then DAI may terminate this Grant in whole or in part and prohibit the recipient from incurring additional obligations chargeable to this award and cancel the portion of the Grant which has not been irrevocably committed to third parties.
- F. Upon receiving a notification of termination, the Recipient shall take immediate action to minimize all expenditures financed by this award. The Recipient shall not incur costs related to this Grant after the notification has been received, except for costs already irrevocably committed to third parties.
- G. If DAI terminates the Grant, the Recipient may submit a claim for reimbursement within 30 calendar days of such termination for any work completed or costs incurred in performance of any unpaid or incomplete milestones up to the date of termination notification.

DAI shall review the claim and determine the amount(s) to be paid to the Recipient under such claim in accordance with the final approved detailed application budget. Documented evidence of costs incurred in direct support of the project must be submitted with the claim.

- H. This award may be terminated at any time in whole or in part by the Recipient upon sending written notification to DAI with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if DAI determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, DAI may terminate the award in its entirety.

Article Seven: Branding and Marking

- A. It is USAID policy is that all programs, projects, activities, public communications, and commodities, partially or fully funded by USAID must be marked appropriately overseas with the USAID Identity. Recipient agrees to submit a branding and marking plan in compliance with USAID's branding guidelines as articulated in ADS 320 and detailed in the Graphics Standards Manual **available at** www.transition.usaid.gov/branding or any successor branding policy.
- B. Standard Mandatory Provision "MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE" (JULY 2015) is hereby incorporated in full. (Excerpts of key points applicable to this Grant are included below.)

The USAID Identity is the official marking for USAID, comprised of the USAID logo and brand mark with the tagline "from the American people." The USAID Identity is on the USAID Web site at transition.usaid.gov/branding. Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:

- (1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;
- (2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;
- (3) Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;
- (4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and
- (5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.

- C. The recipient may submit a written request to DAI for an exception from USAID marking requirements when USAID marking requirements would:

- (1) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
- (2) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
- (3) Undercut host-country government "ownership" of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;
- (4) Impair the functionality of an item;
- (5) Incur substantial costs or be impractical;
- (6) Offend local cultural or social norms, or be considered inappropriate;
- (7) Conflict with international law; or
- (8) Present compelling safety or security concerns.

- D. Any approved waivers for DAI's prime contract/task order "flow down" to this Grant unless specified otherwise. Applicable DAI waivers are attached to this Grant.



Article Eight: Other Terms and Conditions

A. Certifications, Assurances, Other Statements of the Recipient

The Recipient is required to sign and submit a copy of the applicable pre-award certifications and assurances attached in *Attachment Five*.

B. Standard Provisions (Mandatory and Required as Applicable)

The Recipient agrees to comply with the standard provisions included in *Attachment Six*, which are hereby incorporated.

C. Records

The Recipient shall maintain records of transactions related to the Grant, particularly evidence of milestone completion, for at least three years after payment of the final milestone, or longer if dictated by local law. After the end of the agreement, DAI and USAID retain the right, at their discretion, to examine all or a sample of the Recipient's records or transactions related to the Grant Agreement, particularly where concerns of implementation irregularities arise.

D. Controlling Language

The Recipient shall acknowledge English as the controlling language. If this award or any of its supporting documents are provided in a foreign language, the English language version is the controlling version.

E. Notification of Changes

The Recipient shall inform DAI promptly of any changes in its officers, name, legal status, address, or telephone/fax number.

F. Equipment – Title and Eligibility Rules for Procurement of Goods

(1) The Recipient may need to procure equipment or supplies (excluding real property) for its own use or for beneficiaries of its program in order to accomplish a milestone. Purchases by the Recipient that are incidental to the completion of a milestone are not deemed financed by the grant notwithstanding that their costs were included in the estimate upon which the total fixed price Grant award was negotiated.

(2) Therefore, unless otherwise specified in *Attachment Two: Schedule of Milestones and Payments*, title to any equipment or property purchased to accomplish any milestones under this Grant Agreement vests in the Recipient upon acquisition, with the condition that the Recipient must use the equipment for the Grant as long as it is needed.

(3) When the purchase of equipment or supplies is itself the milestone and such purchase is specifically named in the milestone, the Recipient shall comply with USAID source and nationality rules: 22 CFR 228, ADS 310, and ADS 312. The "Required as applicable" Standard Provision "RAA4. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (JUNE 2012)" must be adhered to and is hereby incorporated in this Grant. The purchase of any equipment specifically named in a milestone which has a per unit cost of >\$5,000 must be approved by USAID.

(4) If the geographic code is not specified, the authorized geographic code for procurement of all goods and services to be reimbursed under this grant is code is **937**. Authorized Geographic Code 937 includes the United States, the recipient country, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source. USAID maintains a list of developing countries, advanced developing countries, and prohibited sources in ADS Chapter 310.

When the total value of procurement for equipment/commodities or services during the life of this grant is valued at \$250,000 or less, the Authorized Geographic Code for procurement of all goods and services to be reimbursed under this grant is code is **935-Special Free World**. Under this geographic code, the Recipient



may procure goods or services from vendors in any country **including** the cooperating country, but **excluding** the "Prohibited Countries", as defined below.

Note: If the total life of project procurement under this grant which is listed as specific milestones is greater than \$250,000, the geographic codes under this grant are 937 and 110.

Prohibited countries are countries that the US Government does not do business with, i.e., purchase goods or services from these countries, previously referred to as foreign policy restricted countries. THE RECIPIENT MAY NOT PROCURE GOODS OR SERVICES FROM THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPREHENSIVE SANCTIONED COUNTRIES: CUBA, IRAN, NORTH KOREA, SUDAN, AND SYRIA. By signing this Agreement, the Recipient certifies that equipment specified as a milestone in this grant will not be procured from vendors located in one of the OFAC prohibited countries above, nor will the origin of any of the parts be from a prohibited country. The updated list is available from the U.S Treasury's Office of Foreign Assets Contract (OFAC)

<https://www.treas.gov/offices/enforcement/ofac/programs>

If the Recipient must procure goods or services from a vendor not located in the authorized geographic areas, the Recipient shall contact DAI's Primary Contact as specified on the Overview Page of this Grant Agreement for assistance. If DAI determines that the recipient has procured any of these goods or services under this award contrary to the requirements of this provision, and has received payment for such purposes, DAI may require the recipient to refund the entire amount of the purchase.

(5) In addition, when the purchase of non-expendable equipment is itself the milestone and such purchase is specifically named in the milestone, Title to/ownership of the non-expendable property (NXP)* remains with USAID or the cooperating country until such time DAI receives approval from USAID for final title and ownership transfer to your organization.

In the event USAID approval is **not** obtained for title/ownership transfer the Recipient agrees to return the property to DAI in as good condition as received, except for reasonable wear and tear.

- **Definition of NXP: 2 CFR 200.33, 200.313 Definition of Equipment & TITLE TO AND USE OF PROPERTY (JUNE 2012) Applies Property must: 1) Be tangible; 2) Have expected life of more than one year; 3) Have per unit cost > \$5,000.**
- (6) Recipients must not procure real property under the FAA Real property means land, including land improvements, structures, and appurtenances thereto, but excludes movable machinery and equipment.
- (7) The Recipient must verify that no support or resources are provided to individuals or entities, nor is any equipment procured from entities that appear on the OFAC Specially Designated Nationals List (SDN) and the database formerly known as EPLS, now searchable at www.sam.gov.

G. Responsibility of the Recipient

The Recipient has full responsibility for executing the project or activity being supported by the grant and for complying with the award conditions. Although the Recipient is encouraged to ask for the opinion and support of DAI about any specific problems that may arise, this suggestion does not diminish the responsibility of the Recipient. The Recipient must apply solid technical and administrative criteria. The Recipient agrees to notify DAI about any significant problems associated with the administrative or financial aspects of the grant award.

DAI will conduct monitoring of the Grant implementation, including site visits as appropriate, and make sure all grant activities are completed successfully. DAI's Monitoring, Evaluation, and Learning (MEL) team may work directly with the grantee to analyze performance of DAI support.

H. Disputes and Indemnification

Any dispute under this award will be decided by the DAI HQ Chief Ethics and Compliance Officer (CECO). Notwithstanding any other terms of this award, the Recipient has no right to submit claims directly to DAI and DAI assumes no liability for any third-party claims against the Recipient.

The Recipient hereby agrees to indemnify, defend, and hold DAI, its affiliates and their respective officers, directors, employees and agents harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses), suffered or incurred by the Recipient related to this Grant.

I. Host Country Salary Supplements

USAID policies do not permit the payment of "salary supplements" to employees of a host government except in exceptional circumstances. Therefore, no funds associated with this Grant may be used to supplement the salaries of employees of the local government (country in which the project is being implemented) unless special consent is provided by the USAID Contracting Officer and passed on to the Recipient.

J. Anti-Corruption and Anti-Bribery Policy

DAI conducts business under the strictest ethical standards to assure the proper use of funds. To assure recipients properly conduct business and perform the work, DAI policy and practice does not tolerate the following:

- Any bribery, kickback, facilitation payment or gratuity in which payments, gifts or special considerations are given to DAI or Government staff, or their representatives, to influence an award or approval decision.
- Any fraud in misstating or withholding information to benefit the recipient.
- Any collusion or conflicts of interest in which a DAI employee, consultant, or representative has a business or personal relationship with a principal or owner of the recipient that may appear to unfairly favor the recipient. Recipients must also avoid collusion or conflicts of interest in their procurements from vendors. Any such relationship must be disclosed immediately to DAI management for review and appropriate action, including possible exclusion from the award.

These acts of corruption are not tolerated and may result in serious consequences, including termination of the award and possible suspension and debarment by the U.S. Government, excluding the recipient from participating in future U.S. Government business.

Any attempts or actual corruption should be reported immediately by either the recipient or DAI staff to:

- Toll-free Ethics and Compliance Anonymous Hotline at (U.S.) +1-503-597-4328
- Hotline website – www.DAI.ethicspoint.com, or
- Email to Ethics@DAI.com

By signing this award, the recipient confirms adherence to this standard and that no attempts shall be made to influence DAI or Government staff through bribes, gratuities, facilitation payments, kickbacks or fraud. The recipient also acknowledges that violation of this anti-corruption and anti-bribery policy may result in termination and possible suspension and debarment by the U.S. Government.



ATTACHMENT TWO: SCHEDULE OF MILESTONES AND PAYMENTS

Following is the Schedule of Milestones and payment for each associated with the program which has been agreed upon between DAI and the Recipient, for funding under this Grant Agreement.

| Milestone | Description of Milestone Activities | Required Deliverable | Evidence of Completion Required | Completion Date | Weight % | Amount (GEL) |
|-----------|---|--|---|-----------------|----------|--------------|
| 1 | Revision of the work plan | Revised version of the project work plan incorporating any changes, adjustments, or updates necessary for the implementation of the activities listed in the Project description | The document of the revised work plan | 30-May-24 | 10% | 9,999.50 |
| 2 | Developing a methodology and creating a short list of digital tools for in-depth analysis | Developed methodology and created short list of digital tools for in-depth analysis | The document of the developed methodology and created short list of digital tools for in-depth analysis | 14-June-24 | 30% | 29,998.50 |
| 3 | Progress report 1 | A comprehensive report on engagement of volunteers and conducted user experience testing including performed interviews and focus groups | Report on engagement of volunteers and conducting user experience testing including performed interviews and focus groups | 30-Jul-24 | 30% | 29,998.50 |

E.K.

| | | | | | | |
|---|---------------------------------------|---|--|-----------|-----|--------------------------------|
| 4 | Progress report 2 | Comprehensive report on prepared evidence-based research | The report on prepared evidence-based research including completed data collection including disseminated an online survey and collected responses | 15-Jan-25 | 10% | 9,999.50 |
| 5 | Presentation of the research findings | Conducted presentation of the research findings. Comprehensive report on the research findings. Produced a one-pager and two informative cards, details regarding dissemination | The report on prepared an evidence-based research, meeting agenda, signed attendance list of the participants, photos. Produced one-pager and two informative cards, details regarding dissemination | 30-Jan-25 | 10% | 9,999.50 |
| 6 | Final Report | The document of the final report including concise overview of the entire project, summarizing research findings | The document of the final report | 7-Feb-25 | 10% | 9,999.50 |
| TOTAL FIXED VALUE/CEILING: Not to exceed amt | | | | | | GEL 99,995.00 |

Note: The fixed ceiling for this grant is in GEL. Under no circumstance shall the total GEL fixed value amount be exceeded.

B.U.