



FIXED AMOUNT AWARD

Between

DAI Global, LLC And

Institute for Development of Freedom of Information (IDFI)

GRANT NO: G-Tbi-005

GRANT TITLE: Public Policy Pilot Initiatives to Engage and Mentor Youth
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)** (also referred to as the Recipient), a fixed value grant with a ceiling of GEL 215,922.00, 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:

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 RECIPIENT Unique Entity ID (SAM) # Z7DHWUMQ9PN4	
Signature:  Name: Giorgi Kldiashvili Title: Executive Director	Date: <i>February 19, 2024</i>

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: Ani Akhalkatsi, ani.akhalkatsi@dai.com

RECIPIENT: Institute for Development of Freedom of Information, N(N)LE
20, Taras Shevchenko street, Tbilisi, 0108, Georgia
Primary Grants Management Contact: Giorgi Kldiashvili, g.kldiashvili@idfi.ge
Technical Contact: Levan Avalishvili, lavalishvili@idfi.ge
Primary Financial Contact: Nutsa Vepkhvadze, n.vepkhvadze@idfi.ge

PERIOD OF GRANT: February 23, 2024 – February 22, 2025

TYPE OF GRANT: Fixed Amount Award

TOTAL FIXED VALUE/CEILING: GEL 215,922.00

PRIME CONTRACT/ TO NUMBER: 7200AA21D00016 / 72011423F00004
PROJECT CODE AND TASK NUMBER: 1005207 - 101

REGION: Eastern Europe

GRANT TITLE: Public Policy Pilot Initiatives to Engage and Mentor Youth

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 **February 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 215,922.00, 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 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 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.

The recipient should maintain close cooperation with the Program, ensuring comprehensive discussions of each activity or event with Program representatives. Before publicly releasing any research document, the recipient is required to share it with the Program and relevant stakeholders from government agencies, seeking their feedback. The recipient shall share all publications at least 15 days before the document's intended publication. Additionally, the recipient is strongly encouraged to engage in constructive dialogue with relevant stakeholders, solicit their input and perspectives and creating an environment that enhances opportunities for integration of recommendations into policy.

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	Submission and acceptance of updated workplan, monitoring and evaluation plan	Milestone report on updated workplan, monitoring and evaluation plan	Updated workplan, monitoring and evaluation plan	March 7, 2024	10%	21,592.20
2	Updating of the existing anti-corruption portal	Milestone report on approved activity implementation plan for updating existing anti-corruption portal	Verification of procurement conducted	July 01, 2024	20%	43,184.40
3	Half of Capacity building activities (at least 3 lectures/workshops and 4 online trainings) and coordination of new students for the Spring 2024 semester	Milestone report on capacity building activities and performance of students for the Spring 2024 semester	Meeting agendas, attendance list, photos of Capacity Building Activities; verification of procurement conducted	August 01, 2024	30%	64,776.60
4	Remaining Capacity building activities (at least 3	Milestone report on capacity building	Attendance list, photos of	January 5, 2025	15%	32,388.30

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	lectures/workshops and 4 online trainings), technical support for the 3 authors of the outstanding policy papers and Public-private dialog	activities, new students for the Fall 2024 semester. Conducted Public-private dialog	Capacity Building Activities; Public-private dialog meeting agenda, attendance list, photos;				
5	Admission/coordination of new students for the Fall 2024 semester and Winter School on Good Governance	Milestone report on new students for the Fall 2024 semester and action plan for Winter School on Good Governance	Winter school agenda, participant list, photos of the winter school	February 7, 2025	15%	32,388.30	
6	Final Report	Approved final report	Final Report	February 12, 2025	10%	21,592.20	
	TOTAL FIXED VALUE/CEILING in GEL Not to exceed amount.					100 %	215,922.00

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

B.K.

ATTACHMENT FIVE: CERTIFICATIONS, ASSURANCES, OTHER STATEMENTS OF THE RECIPIENT

In accordance with ADS 303.3.8, DAI will require successful grant applicants to submit a signed copy of the following certifications and assurances, as applicable:

- 1. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206)**
- 4. Certification Regarding Terrorist Financing, Implementing Executive Order 13224**
- 5. Certification of Recipient**

In addition, the following two certifications will be included only as required per ADS 206 for Key Individuals or Covered Participants in covered countries:

Part II – Key Individual Certification Narcotics Offenses and Drug Trafficking

Part III – Participant Certification Narcotics Offenses and Drug Trafficking

(Note: Parts IV & V – Other Statements of Recipient is included in the grant file as part of the grant application.)

Part I - Certifications and Assurances

Certifications, Assurances, Representations, and Other Statements of the Recipient

NOTE: When these Certifications, Assurances, Representations, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement."

1. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206)

USAID reserves the right to terminate this Agreement, to demand a refund or take other appropriate measures if the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140. The undersigned must review USAID ADS 206 to determine if any certifications are required for Key Individuals (see Part II below) or Covered Participants (see Part III below).

If there are COVERED PARTICIPANTS: USAID reserves the right to terminate assistance to or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

2. Certification Regarding Support to Terrorists

(1) The undersigned represents, to the best of its knowledge, that:

Except as otherwise disclosed to the Agreement Officer in writing and included with this application, the applicant did not, within the previous three years, knowingly engage in transactions with, or provide material support or resources to, any individual or entity who was, at the time, subject to sanctions administered by the Office of Foreign Assets Control (OFAC) within the U.S. Department of Treasury pursuant to the Global Terrorism Sanctions Regulations ([31 CFR Part 594](#)), and the Foreign Terrorist Organizations Sanctions Regulations ([31 CFR Part 597](#)), or sanctions established by the United Nations Security Council, collectively, "U.S. or U.N. sanctions." Note: USAID intends to retain the information disclosed to the Agreement Officer pursuant to this paragraph in any award file and use it in determining whether to provide the applicant with an assistance award. USAID will not make such information available publicly unless required by law.

(2) The representation in paragraph (1) does not apply to:

(a) Transactions entered into or material support and resources provided pursuant to an OFAC license;

(b) The furnishing of USAID funds, or USAID-financed commodities or other assistance, to the ultimate beneficiaries of USAID-funded humanitarian or

development assistance, such as the recipients of food, non-food items, medical care, micro-enterprise loans or shelter, unless the applicant knew or had reason to believe that one or more of these beneficiaries was subject to U.S. or U.N. terrorism-related sanctions; or

(c) The procurement of goods and/or services by the Recipient acquired in the ordinary course of business through contract or purchase, such as utilities, rents, office supplies, or gasoline, unless the applicant knew, or had reason to believe, that a vendor or supplier of such goods and services was subject to U.S. or U.N. sanctions.

This certification includes express terms and conditions of the award, and any violation of it will be grounds for unilateral termination of the agreement by USAID. This certification does not preclude any other remedy available to USAID.

(3) For purpose of this certification:

(a) "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

(i) "Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.

(ii) "Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.

(b) "Entity" means a partnership, association, corporation, or other organization, group, or subgroup.

3. Certification Regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013

Note: This certification must be completed prior to receiving an award if the estimated value of services required to be performed under the award outside the United States exceeds \$500,000. This certification must also be submitted annually to the Agreement Officer during the term of the award.

By signing below, the applicant or recipient, as applicable, through its duly designated representative, after having conducted due diligence, hereby certifies the following:

1. The applicant/recipient has implemented a compliance plan to prevent the prohibited activities identified in section (a) of the Mandatory Provision "Trafficking in Persons" and is in compliance with that plan;

2. The application/recipient has implemented procedures to prevent any activities described in section (a) of the Mandatory Provision "Trafficking in Persons" and to monitor, detect, and terminate any contractor, subawardee, employee, or other agent of the applicant/recipient engaging in any activities described in such section; and
3. To the best of the representative's knowledge, neither the applicant/recipient, nor any employee, contractor, or subawardee of the applicant/recipient, nor any agent of the applicant/recipient or of such a contractor or subawardee, is engaged in any of the activities described in section (a) the Mandatory Provision "Trafficking in Persons."

4. Certification of Recipient

By signing below the recipient provides certifications and assurances for (1) the Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs, (2) the Certification Regarding Lobbying, (3) the Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206), (4) the Certification Regarding Terrorist Financing Implementing Executive Order 13224, and (5) the Certification Regarding Trafficking in Persons above.

These certifications and assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the recipient by the Agency, including installment payments after such date on account of applications for Federal financial assistance which was approved before such date. The recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in these assurances, and that the United States will have the right to seek judicial enforcement of these assurances. These assurances are binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign these assurances on behalf of the recipient.

Request for Application or
Annual Program Statement No. _____001_____

Application No. _____A-Tbi - 001_____

Date of Application _____08/25/23_____

Name of Recipient _____Institute for Development of Freedom of Information (IDFI)
Typed Name and Title _____Giorgi Kldiashvili, Executive Director_____

Signature __________

Date _____February 19, 2024_____



Part II – Key Individual Certification Narcotics Offenses and Drug Trafficking

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: _____



Date: _____

February 19, 2024

Name: _____

Giorgi Kldiashvili

Title/Position: _____

Executive Director

Organization: _____

Institute for Development of Freedom of Information (IDFI)

Address: _____

20, T. Shevchenko Street, 0108, Tbilisi

Date of Birth: _____

June 21, 1979

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

Part III – Participant Certification Narcotics Offenses and Drug Trafficking

1. I hereby certify that within the last ten years:

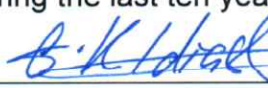
a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.

b. I am not and have not been an illicit trafficker in any such drug or controlled substance.

c. I am not or have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

2. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

Signature: _____



Name: _____

Giorgi Kldiashvili

Date: _____

February 19, 2024

Address: _____

20, T. Shevchenko Street, 0108

Date of Birth: June 21, 1979 _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.

2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

Certification Regarding Terrorist Financing

AAPD 02-19 IMPLEMENTATION OF E.O. 13224

As a condition of entering into the referenced agreement, **Institute for Development of Freedom of Information**, located at **20, T. Shevchenko street, Tbilisi, Georgia**, hereby certifies that it has not provided and will not provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity, including but not limited to the

individuals and entities listed in the Annex E to Executive Order 13224 and other such individuals and entities that may be later designated by the United States under any of the following authorities: Sec 219 of the Immigration and Nationality Act, as amended (8 U.S.C. Sec 1189), the International Emergency Economic Powers Act (50 U.S.C. Sec 1701 et seq.), the National Emergencies Act (50 U.S.C. Sec 1601 et seq.), or Sec 212(a)(3)(B) of the Immigration and Nationality Act, as amended by the USA Patriot Act of 2001, Pub. L. 107-56 (October 26, 2001) (8 U.S.C. Sec 1182).

Institute for Development of Freedom of Information further certifies that it will not provide material support or resources to any individual or entity that it knows, or has reason to know, is acting as an agent for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in, terrorist activity, or that has been so designated, or will immediately cease such support if an entity is so designated after the date of the referenced agreement.

For the purposes of this certification, “material support and resources” includes currency or other financial securities, financial services, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

For purposes of this certification, “engage in terrorist activity” shall have the same meaning as in section 212(a)(3)(B)(iv) of the Immigration and Nationality Act, as amended (8 U.S.C. Sec 1182(a)(3)(B)(iv)).

For purposes of this certification, “entity” means a partnership, association, corporation, or other organization, group, or subgroup.

This certification is an express term and condition of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

By signature hereon, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements.

Solicitation: **RFA No. 001**

Authorized Official: Giorgi Kldiashvili

Title: Executive Director

Signature:  Date: February 19, 2024

