

## Accountable Subgrant Agreement

### Global AI Advocacy Subgrant: Georgia

**BETWEEN:** Global Partners Digital (the Grant Holder), registered office is Second Home, 68 Hanbury Street, London, E1 5JL, UK, company number 10573080

**AND :** Institute for Development of Freedom of Information (the Subgrantee), registered address is Georgia, Tbilisi, Mtatsminda district, Niaghvari street, N4, apartment 18.

Registration number: 204569617; UEI/DUNS: Z7DHWUMQ9PN4

(Collectively known as “the Parties”).

The Grant Holder has agreed to make a Subgrant of funds to the Subgrantee upon the following terms:

#### Article 1 – Purpose of the Subgrant

- 1 (1) The Subgrant is awarded in the context of the project “AI and Human Rights: Shaping the Outcomes of Relevant International Discussions”, a project led by the Grant Holder and funded by The Federal Minister for Foreign Affairs of the Federal Republic of Germany (the Funder). The title, purpose, outputs, and activities of the Project are set out in the Project Proposal at Appendix D. The overarching purpose and objectives of the Project are:  
  
To promote a human rights approach to artificial intelligence by shaping the outcomes of relevant international debates.
- 1 (2) The Subgrant is made for the implementation of a specific set of activities, the Global AI Advocacy Subgrant: Georgia (the Subproject), and is carried out by the Subgrantee according to the Terms of Reference at Appendix A. Subject to Article 6 below, the Terms of Reference of the Subproject, may be amended only by written agreement of both Parties and the Funder.
- 1 (3) The Subgrantee will be awarded the Subgrant on the terms and conditions set out in this document and its Appendices, which the Subgrantee hereby declares it has taken note of and accepts.
- 1 (3) The Subgrantee accepts responsibility for the Subgrant and undertakes that it will be used only for the purposes of carrying out the Subproject in accordance with the Project Proposal at Appendix D.

#### Article 2 – Duration of Subgrant

- 2 (1) Implementation of the Subgrant will begin on 01 May 2023 and end on 14 March 2024. Any amendments to this period are subject to agreement in writing by the Funder and the Grant Holder.

#### Article 3 – Financing the Operation

- 3 (1) Subject to Article 7 below, the Grant Holder shall provide up to a maximum of EUR 3.256,59 towards the total costs of the Subproject.
- 3 (2) The Subgrant funds should be spent in the appropriate period for which they were intended and

according to the Subgrant Budget at Appendix B. Subject to Article 6 below, the Subgrant Budget may be amended only by written agreement of the Funder and the Grant Holder.

- 3 (3) Payment will be made in advance instalments on a quarterly basis for the duration of this Accountable Subgrant Agreement and upon the Grant Holder's receipt of:
- i) an invoice for expected expenses within the period based on the Subgrant Budget at Appendix B; and
  - ii) satisfactory reporting in accordance with Article 4 and the Reporting Schedule and Requirements at Appendix C.

#### **Article 4 – Reporting and Accounting**

- 4 (1) The Subgrantee shall provide Subproject narrative, financial and indicator reports in accordance with the Reporting Schedule and Requirements at Appendix C using templates provided by the Grant Holder.
- 4 (2) All financial reports should state how the Subgrant funds were spent against the Subgrant Budget at Appendix B and should include scanned copies of all invoices and receipts. These should be referenced according to guidelines which the Subgrantee will be provided by the Grant Holder. The Subgrantee should retain all originals of invoices for the duration of three years after submission of the Final Project Report.
- 4 (3) Items spent against the Subgrant must be clearly identifiable within the Subgrantee's accounts.
- 4 (4) The Grant Holder reserves the right to commission an external audit of the financial report covering the implementation of the Subproject, at any time.
- 4 (5) The Grant Holder reserves the right to reclaim at any time within a period of 3 years after the date of this Accountable Subgrant Agreement any Subgrant funds which remain unspent at the termination of the Subproject, or funds spent on purposes which do not fall within Subgrant Budget at Appendix B or which is unaccounted for.
- 4 (6) The Subgrantee shall allow access for the Funder, the Grant Holder or their representatives to project sites and to all relevant records for the purposes of monitoring, evaluation and audit.

#### **Article 5 – Monitoring and Evaluation**

- 5 (1) The Grant Holder will supervise the progress of the Subproject throughout and reserves the right to carry out monitoring/evaluation visits at a time agreed with the Subgrantee upon reasonable notice being given or to appoint an external evaluator.
- 5 (2) The method and timing of any evaluation of the Subproject will be at the discretion of the Grant Holder.
- 5 (3) The Subgrantee will make staff available to meet with, answer questions and provide management information to the evaluator appointed by the Grant Holder.

#### **Article 6 – Amendment of the Accountable Subgrant Agreement**

- 6 (1) This Accountable Subgrant Agreement and its Appendices may be amended only by written agreement of both Parties.

#### **Article 7 – Termination of the Accountable Subgrant Agreement**

- 7 (1) Either Party may terminate this Accountable Subgrant Agreement upon one month's written notice to the other if:

- the other Party commits a material breach of any terms of this Accountable Subgrant Agreement; or
- there is a Force Majeure event which prevents the implementation of the Project.

In addition, the Grant Holder may terminate this contract, upon one month's notice to the Subgrantee, if:

- any changes occur which, in the opinion of the Grant Holder, significantly impair the value of the Subgrantee's contribution towards the purpose and objectives of the Project;
- the Grant Agreement between the Grant Holder and the Funder is terminated or altered so that the funding available for the Project becomes, or is likely to become, in the Grant Holder's sole opinion, insufficient for it to continue to finance the Subproject.

7 (2) A joint review between the Grant Holder and the Subgrantee shall be undertaken at any time during the implementation of the Project if the Grant Holder considers it necessary to refocus the Subproject outputs and outcomes. If the Subproject is not achieving the activities, outputs, outcomes or objectives outlined in the Terms of Reference at Appendix A, the Grant Holder may terminate the Subproject at any stage.

7 (3) Upon termination of this Accountable Subgrant Agreement, the Subgrantee shall provide financial and narrative reports (including copies of invoices and receipts) up to the date of such termination.

7 (4) Upon termination of this Accountable Subgrant Agreement, the Grant Holder retains the right to recover any funds, with interest, given to the Subgrantee under this Accountable Subgrant Agreement which have not been used for the purposes of implementing the Subproject or cannot be accounted for.

### **Article 8 – Acknowledgement of Funding**

8 (1) Under the terms of the agreement with the Funder, the Grant Holder is not required to publicly acknowledge the support of the Funder in any aspect of the programme resulting from this award.

8 (2) Subject to Article 8(1) the Grant Holder retains the right to name the Subgrantee as a recipient of funds under the Project but will endeavour to consult the Subgrantee in advance if relevant.

### **Article 9 – Liability**

9 (1) The Subgrantee undertakes to provide adequate supervision of and care for its staff, agents and visitors, and accepts that in no circumstances will the Grant Holder be responsible for the acts or omissions of the Subgrantee's staff, agents or visitors or for any loss or liability arising as a result of Subproject, which remains the entire responsibility of the Subgrantee.

9 (2) Where the Funder has publicly advised against all travel to a country or region where the Project is to be implemented or where the Funder or Grant Holder have highlighted specific security or safety concerns, the Subgrantee must liaise closely and in good time with the Grant Holder about the feasibility of travel to such country or region. Nevertheless, the Subgrantee shall be responsible for obtaining security advice from security providers that are established and reputable with appropriate experience, qualified personnel and insurance cover. The costs of any specialist security provision shall be borne by the Subgrant budget.

### **Article 10 – Intellectual Property Rights**

10 (1) All material produced by the Subgrantee during the course of the Project will be licensed under a

Creative Commons Licence. The Subgrantee may choose whichever Creative Commons Licence is most appropriate.

10 (2) Save as provided in Article 10(1) above, this Accountable Subgrant Agreement shall not vest in either Party any rights over the other Party's intellectual property rights.

10 (3) The Subgrantee warrants, represents and undertakes that its implementation of the Subproject under this Accountable Subgrant Agreement will not infringe any intellectual property rights of any third party. The Subgrantee agrees to indemnify and hold harmless the Grant Holder against all liability, loss, damage, costs and expenses (including legal costs) which the Grant Holder may incur or suffer as a result of any claim of alleged or actual infringement of a third party's intellectual property rights by reason of Subgrantee's implementation of the Subproject.

#### **Article 11 – Dispute Resolution**

11 (1) The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Accountable Subgrant Agreement.

#### **Article 12 – Entire Agreement**

12 (1) This Accountable Subgrant Agreement constitutes the entire agreement between the Parties and supersedes all negotiations, representation, or agreements either written or oral preceding it, without prejudice to the Authority's rights and remedies at law or otherwise.

#### **Article 13 – Applicable Regulations**

13 (1) The recipient hereby assures and certifies that it is in compliance with and will comply in the course of this award with applicable laws, regulations, and executive orders, and other generally applicable requirements and all terms and conditions set forth in the basic grant under which this Accountable Subgrant Agreement is awarded.


#### **Article 14 – Law**

14 (1) This Accountable Subgrant Agreement will be governed by and construed in accordance with English law and the Subgrantee hereby irrevocably submits to the jurisdiction of the English courts. The submission to such jurisdiction will not (and will not be construed so as to) limit the right of the Grant Holder to take proceedings against the Subgrantee in any other court of competent jurisdiction, nor will the taking of proceedings by the Grant Holder in any one or more jurisdictions preclude the taking of proceedings by the Grant Holder in any other jurisdiction, whether concurrently or not.

**Authorised for and on behalf of the Grant Holder**

Name: **Rebecca Zausmer**

Job Title / Role: **COO**

Signature: 

Date: **22 / 05 / 2023**

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**Authorised for and on behalf of the Subgrantee**

Name: **Giorgi Kldiashvili**

Job Title / Role: **Executive Director**

Signature: 

Date: **22 / 05 / 2023**

## Appendix A: Terms of Reference - Strategic Work Plan and Indicators

This document outlines the objective and Terms of Reference of the global advocacy engagement under the project “**AI and Human Rights: Shaping the Outcomes of Relevant International Discussions**”. The overall project is being implemented from 15 March 2023 to 14 March 2024.

The Institute for Development of Freedom of Information’s sub-project is being implemented from 01 May 2023 to 14 March 2024.

### Overarching project goals and outcomes:

The project has the following overarching project goal, activities and intended outcome:

**Project goal:** To promote a human rights approach to artificial intelligence by shaping the outcomes of relevant international debates.

### Intended project outcomes:

- (1) identified civil society groups have greater capacity to shape international outcomes;
- (2) the outcomes of relevant international processes are informed by human rights considerations.

**Sub-project goal:** Contribute to the implementation of the project strategy by directly engaging and advocating within identified global processes to ensure a human rights approach to AI

### Measures and activities:

In collaboration with GPD, the Institute for Development of Freedom of Information will implement the project’s global advocacy strategy and engage in advocacy efforts at the identified forums to ensure a human rights approach to AI in identified global processes.

For the duration of the project, Institute for Development of Freedom of Information will engage in the below forums and processes, with the aim of ensuring a human rights-respecting approach to AI. The Institute for Development of Freedom of Information may also engage in other ad hoc opportunities subject to their interest and capacity.

- Council of Europe’s Committee on Artificial Intelligence: Convention on Artificial Intelligence
- United Nations Secretary General’s Envoy on Technology: Global Digital Compact
- United Nations Human Rights Council

Specifically, the partner will will take on the following responsibilities and engages:

- **Strategy Implementation**
  - Review global mapping developed by GPD and provide input on forums identified for direct advocacy under the project
  - Identify at least 2 forums and/or processes for advocacy engagement under the project
  - On the basis of the updated global advocacy strategy, engage in the designated forums and/or processes and implement the activities outlined in the strategy.
    - Engagement may include, but is not limited to:
      - participation in consultations with civil society;
      - development of analysis, joint statements, and/or responses to relevant policy outcomes and texts adopted by relevant policy forums; or
      - engagement in direct advocacy with relevant policy makers
      - articulating policy positions through the use of strategic communications
  - Details of the specific engagements and timelines are outlined in the [mapping](#) and

will be communicated with all partners ahead of engagement

- **Coordination and Information sharing with GPD and project partners**
  - Quarterly coordination calls with GPD and (if relevant) project partners

### **Indicators and Deliverables:**

The following objectives and indicators are deemed to be binding for each partner:

- 1 advocacy strategy developed and updated
- Minimum of 1 strategic intervention at relevant forums per partner
- Contribution to at least 1 joint statement across the forums identified for engagement
- Publication of at least 1 blog post/op-ed related to forum engagement
- Participation in CSO coordination calls where needed, subject to availability
- Continued advocacy and engagement in at least 2 relevant international processes
- Continued monitoring of other global processes identified in external mapping document to identify ad hoc opportunities for other engagement

## Appendix B: Subgrant Budget

Cost Category	Unit	# units	Rate (EUR)	Subtotal (EUR)
<b>1. Personnel</b>				
Staff fees	Total	1	3.256,59	3.256,59
<b>TOTAL (EUR)</b>				<b>3.256,59</b>

### Payment Schedule:

Payment amount	On satisfactory receipt of	Due
EUR 1625.00	Invoice	Upon commencement of the contract
EUR 1631.59	Invoice Interim Narrative Report Interim Finance Report	10 October 2023



## Appendix C: Reporting Schedule and Requirements

The Subgrantee is required to submit the following types of report to the Grant Holder by the due dates outlined below and using the templates provided by the Grant Holder.

- **Narrative Performance Progress Report**, including:
  - Assessment of key project achievements and progress towards the objectives.
  - A summary of activities implemented and information on how project expenses link to these.
  - Additional useful information including an analysis and explanation of cost overruns or high unit costs.
- **Financial Report:**
  - The finance reports should state how the funds were spent during the duration of the sub-project.
  - The financial reports should include scanned copies of all invoices and receipts. These should be referenced according to guidelines which the Subgrantee will be provided by the Grant Holder.
  - The Subgrantee should retain all originals of invoices for the duration of three years after submission of the Final Project Report. including scanned copies of all invoices.
- **Indicator Report**

In addition the Subgrantee is expected to arrange **regular calls** with GPD to discuss any relevant developments in the project and to keep GPD informed of project developments

### Reporting & Check-in Calls Schedule:

Reporting Period	Reports	Due
15 March – 30 September	Mid-term narrative report Mid-term finance report	On or before 1 October 2023
1 October 2023 – 14 March 2024	Final narrative report Final finance report	On or before 30 April 2024

## Appendix D - Project Proposal