

**OPEN SOCIETY
FOUNDATIONS**

**Foundation to Promote
Open Society**
224 West 57th Street
New York, NY 10019, USA

p. +1 212-548-0600
f. +1 212-548-4600
opensocietyfoundations.org

George Soros
Founder/Chair

Patrick Gaspard
President

May 22, 2020

Giorgi Kldiashvili
Executive Director
Institute for Development of Freedom of Information (IDFI)
3, Griboedov Street
Tbilisi, 0108
Georgia

Re: Grant Number OR2020-70662

Dear Giorgi Kldiashvili:

The Foundation to Promote Open Society (“FPOS”) is pleased to inform you that it has awarded Institute for Development of Freedom of Information (IDFI) (the “Grantee”) a grant in the amount of 70,000.00 USD for the period from February 1, 2021 through August 31, 2022. The purpose of the grant is to continue running and further developing the academic certification program on anti-corruption studies during the 2020/2021 academic year on the platform of Ilia State University in Tbilisi, Georgia, as described in the submitted proposal (the “Project”). The grant shall be expended according to the Project proposal as approved by FPOS. The Grantee may make cumulative adjustments among the amounts specified for the items of expenditure, excluding salaries and benefits, of up to 10 percent of the total funds awarded without FPOS prior approval.

Upon receipt of the countersigned copy of this agreement, and provided any outstanding reporting requirements resulting from this or previous FPOS grants have been satisfied, and a representative of the Grantee has registered with FPOS’s online Foundation Connect system, FPOS will pay the grant as set forth below:

Date	Amount
December 2020	23,333.33 USD
August 2021	23,333.33 USD
February 2022	23,333.34 USD

The Grantee has been determined to be the equivalent of an organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and not a private foundation or supporting organization as defined in Section 509 of the Code. By signing this agreement, the Grantee represents and warrants that there have been no changes in the facts contained in your Equivalency Determination Affidavit and agrees to give FPOS immediate written notice should any of these facts change. FPOS is making this grant on the basis of these representations.

In addition, the Grantee agrees:

1. to use these funds solely for religious, charitable, scientific, literary or educational purposes as defined by Section 170(c)(2)(B) of the Code;

2. not to use any Grant Funds for any attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive, except as provided in Section 4945(f) of the Code;
3. to maintain adequate financial records consistent with generally accepted accounting practices and to retain such records for at least four years after the conclusion of the grant period;
4. to send FPOS complete narrative and financial reports detailing the Grantee's expenditure of the grant funds and progress made toward the goal of the grant, as follows:

Date	Report Type
July 30, 2021	Narrative Interim
July 30, 2021	Financial Interim
February 15, 2022	Narrative Interim
February 15, 2022	Financial Interim
July 29, 2022	Narrative Final
July 29, 2022	Financial Final

5. to allow FPOS staff or representatives to conduct evaluations and audits of the Project, which may involve visits to observe, review and discuss the Grantee's operations, financial records and other materials connected with the Project, during Grantee's business hours;
6. to allow FPOS, at its discretion, to publish information regarding this grant and the Grantee;
7. to provide FPOS with two copies of any publication funded by this grant; and to acknowledge FPOS's support in the beginning of any publication (including film and electronic publications) referring to or resulting from this grant, as follows: "Supported [in part] by a grant from the Open Society Foundations;" and
8. to return to FPOS any portion of the grant funds not expended for the purpose of this grant. Notwithstanding the foregoing, if the portion of unexpended grant funds is no more than 200.00 USD, then the unexpended funds may be retained by Grantee and expended for Grantee's charitable purposes; provided that the Grantee agrees that it will not use the retained unexpended funds (i) to advance any purpose other than the one specified in section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"); (ii) to carry on propaganda, or otherwise attempt, to influence legislation, within the meaning of Code section 4945; or (iii) to influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive, within the meaning of Code section 4945(d) and except as provided in Code section 4945(f).

No portion of the Grant may be used to intervene in any election on behalf of (or in opposition to) any candidate for public office, to engage in partisan political activity as defined in the Code, or engage in activity in support of or opposition to a state or local ballot measure. The Grantee's failure to comply with any term or condition of this paragraph and the paragraph immediately preceding this paragraph shall constitute a material breach of this grant agreement, and shall entitle FPOS without prejudice to any other remedies that may be available to FPOS at law or equity, to immediately terminate this grant agreement with written notice to the Grantee and require the Grantee to return all funds from the Grant to FPOS.

If the Grantee fails to use the grant funds for the stated purpose of the grant or if the Grantee fails to provide FPOS with a full accounting and description of how it spent the grant funds, and the Grantee does not cure such failure upon FPOS's demand, FPOS will immediately stop funding the Grantee and may be prohibited by law from awarding the Grantee any additional grants in the future.

FPOS hereby grants to the Grantee a revocable, one-time, non-transferable, non-exclusive license to use the Open Society Foundations name and logo trademarks (the "Marks") for the specific purpose of accurately indicating this grant and for no other purpose. The Grantee agrees to use the Marks as depicted in artwork supplied by FPOS and further agrees not to state or imply either directly or indirectly that the Grantee or its activities are supported, endorsed, or sponsored by FPOS other than as stated in this agreement. The Grantee shall notify FPOS of the placement and appearance of the Marks before each use by the Grantee. FPOS shall have the prior right to approve of the placement and appearance of the Marks before each use by the Grantee.

Beyond the rights and obligations specifically stated in this letter, FPOS disclaims any legal right to control or otherwise influence the Grantee's use of any funds provided pursuant to this agreement. Furthermore, it is expressly understood that by making this grant FPOS has no obligation to provide additional funding to the Grantee.

This agreement is the entire agreement between the Grantee and FPOS concerning this grant. Any modification, waiver, or amendment of this agreement must be agreed to in writing by an authorized representative of the Grantee and an authorized representative of FPOS. Notwithstanding the foregoing sentence, if FPOS approves a no-cost extension request of this agreement from the Grantee, FPOS electronic notification of such approval shall serve as an amendment of this agreement. A no-cost extension extends the grant period and/or modifies the reporting or payment schedules with no additional funding. Requests for no-cost extensions and other modifications shall be submitted through FPOS's online Foundation Connect system. The Grantee acknowledges that it is not relying on any representation of FPOS, except as set forth in this agreement, and that no representations FPOS may have made in the past survive.

The Grantee acknowledges and confirms that the Grantee will use the grant funds only as described in the proposal and budget and in compliance with all applicable laws. In connection with this understanding, the Grantee acknowledges and confirms that it will not use the funds provided under this agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combatting terrorism or money laundering; (b) involving persons identified on the List of Specially Designated Nationals (SDN) (www.treasury.gov/sdn), or entities owned or controlled by such persons; (c) in, or involving persons or entities operating, organized, or resident in, a country or territory against which the United States maintains comprehensive sanctions (currently, Cuba, Iran, Syria, North Korea, Venezuela, and the Crimea Region of Ukraine), including by providing services or support to persons resident in such countries or territories; or (d) that would otherwise violate, or cause FPOS to violate, economic or financial sanctions, export controls, or trade embargoes imposed by the U.S. government. Should FPOS determine, in its sole, exclusive and confidential discretion, that the Grantee has engaged in, permitted or authorized activities in violation of this section, the Grantee shall return to FPOS in their entirety all monies paid to the Grantee hereunder.

The Grantee (i) understands and acknowledges that FPOS may ask the Grantee to provide signed certifications to FPOS confirming the Grantee's compliance with this representation at any point up to five years after the Grantee receives the final payment under this agreement, and (ii) agrees to provide such certifications upon request.

This agreement is made subject, at all times, to FPOS's compliance with all applicable laws and regulations, which may impact grant processing and payments.

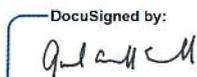
The Open Society Foundations ("OSF") has established the position of Ombudsperson to receive complaints about abuse of authority such as rudeness, invidious favoritism or bias, dishonesty, or other misfeasance by any entity or program within OSF, including by members of Boards or staff. Any such complaint regarding this grant should be addressed to the ombudspersons at ombudsperson@opensocietyfoundations.org. For more information about the role of the ombudspersons, please see the OSF website at www.opensocietyfoundations.org.

The Grantee should direct communications and reports to Alisher Ilkhamov at alisher.ilkhamov@opensocietyfoundations.org. Reports may also be submitted online at <http://www.opensocietyfoundations.org/grants/manage-grants>.

Please sign below and return an executed copy of this letter to Mirela Gegprifti, Grants Management, keeping a copy for your records.

On behalf of FPOS, I extend my best wishes for your organization's success.

Sincerely,

DocuSigned by:

Gail Aldinoff Scovell
Secretary

Agreed to and accepted on behalf of Institute for Development of Freedom of Information (IDFI):

Signed:


Giorgi Kldiashvili
Executive Director

[Cc]



Date: _____

Data Protection Statement

1. How we use your personal data

In awarding this grant, FPOS and the Open Society Foundations (Open Society Institute in New York and other offices and foundations (details of which can be found at <https://www.opensocietyfoundations.org/about/offices-foundations>)) have collected and recorded data about you or other people within your organization in connection with administering your or your organization's grant proposal and awarded grant ("Your grant"). The legal basis on which we collect and process your data is that you have either provided your consent, it is necessary for us to comply with a legal obligation or to perform our responsibilities under an agreement with you, or there is a legitimate interest in us doing so. We have a legitimate interest in administering the organization, delivering our grant making and management of our programmatic work and to that extent collect and process personal data of our grantees.

We will process your personal data in the future to administer Your grant and for managing the Open Society Foundations current and future grant making activities. This includes monitoring Your grant, making relevant payments, contacting you about the progress and status of the grant and carrying out historical analysis of our grant making.

As part of administering Your grant your data may be used by our other offices and foundations, some of which are based outside of the European Economic Area (EEA). We will also pass data to staff, consultants and suppliers who are performing services on our behalf for the purposes outlined above.

We will keep your data secure and retain it for no longer than is necessary for the purposes for which it is processed. Please see the Open Society Foundations website regarding its retention periods.

2. Our privacy policy and your rights

For more information about the way in which we process personal data and your rights please see our Privacy Policy <https://www.opensocietyfoundations.org/about/policies/privacy> or contact us at dataprotection@opensocietyfoundations.org. If you are unhappy with the way in which we have handled your personal data, please contact us using the details above. If you are in the European Union (EU) you are also entitled to make a complaint to your local data protection authority.

If you are not yourself a grantee, please share this data protection statement with any individual whose personal data has been shared with OSF as part of Your grant application.

3. Email updates

The Open Society Foundations periodically send email updates to our subscribers about upcoming events and other Open Society news and announcements. If you would like to receive these updates, please sign up on our [website](#).