

Netherlands.2020.IDFI.01

**INTERNATIONAL CENTER FOR NOT-FOR-PROFIT LAW, Inc.**1126 16th Street NW, Suite 400

Washington, DC 20036 USA

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www.icnl.orginfoicnl@icnl.org**SUBGRANT AGREEMENT - COST-REIMBURSABLE**

Agreement #	Netherlands.2020.IDFI.01
Amendment #	N/A
Agreement Type	Cost Reimbursement
Name of Subrecipient	Institute for Development of Freedom of Information (IDFI)
Contact Information	Levan Avalishvili <l.avalishvili@idfi.ge>
Country of Performance	Republic of Georgia
Total Price / Grant Ceiling	\$19,999
Currency	USD
ICNL Project Code	17000-0000.609 Netherlands CS-Georgia
Effective Date	July 1, 2020
Completion Date	December 31, 2020

This Agreement is entered into between the International Center for Not-for-Profit Law, Inc. (ICNL) and the Institute for Development of Freedom of Information (hereinafter the "Subrecipient"). This Subgrant Agreement is made by ICNL with funding provided by the Social Development Department of the Dutch Ministry of Foreign Affairs (hereinafter referred to as the "MFA"). The Subrecipient has no relationship with the MFA under the terms of this Subgrant Agreement. ICNL will provide Subrecipient with a subgrant on the following terms.

Subrecipient agrees to implement the Approved Activities in compliance with the following, each of which, together with all referenced matter and all Amendments, is incorporated in and forms an integral part of the Subgrant Agreement:

- Cover Sheet, Subgrant Agreement
- Annex A (Subrecipient Work Plan)
- Annex B (Subrecipient Budget)
- Annex C (ICNL Procurement Policy)

A handwritten signature in blue ink, appearing to be 'L. Avalishvili', is located in the bottom right corner of the page. The signature is written in a cursive style with a long horizontal stroke extending to the right.

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- Annex D (Finance Report Template)
- Annex E (Reporting Template)
- Annex F (Wire Transfer Form)

SERVICES

1. Approved Activities. The purpose of this Subgrant Agreement (hereinafter "Grant") is to support the implementation of the activities included in the Subrecipient Work Plan (Annex A). The Grant Funds (see Article 9) shall only be used for the Activities in Annex A and subsequent work plans approved by ICNL (hereinafter referred to as "Approved Activities").
2. Time Period. The time period of this Agreement is from June 15, 2020 through December 31, 2020 (hereinafter referred to as "Implementation Period"). Funds provided hereunder are available to reimburse costs incurred by the Subrecipient during this period of performance.
3. Subrecipient's Capabilities. Subrecipient represents and warrants that it has the capabilities to implement the Subrecipient Work Plan (Annex A). Subrecipient agrees to implement the Work Plan on the terms and conditions set out in this agreement.
4. Program Responsibilities. Subrecipient is responsible for implementation of activities and results set out in the Work Plan (Annex A). Subrecipient shall provide the necessary professional and administrative support, personnel services, and other resources required for the successful implementation of the Work Plan. Subrecipient shall immediately inform ICNL if there is a risk that Approved Activities will not be successfully implemented, or if other circumstances arise that cause the Approved Activities to develop unfavorably in any other respect. Subrecipient shall present a proposal to resolve the matter. Subrecipient shall inform ICNL about changes, deviations and incidents that may be relevant to ICNL's relation to Subrecipient.
5. Monitoring and Evaluation. ICNL must monitor and evaluate financial and programmatic aspects of the Approved Activities. Subrecipient agrees to cooperate fully with all reasonable requests for assistance in this effort including facilitating site visits, attending meetings, aiding evaluators, closely tracking performance and impact, and maintaining and providing records or other information.
6. Schedule. Timing of the Approved Activities will be specified in Annex A or subsequently determined by ICNL in consultation with Subrecipient. Time is of the essence. Any of the following may be deemed, if not corrected within a reasonable time (after written notice by ICNL), a material breach or repudiation: (1) failure to propose or comply with an acceptable detailed schedule or suggest reasonable amendment; (2) failure to conscientiously begin, continue or complete Approved Activities pursuant to such a schedule; (3) substantial or repeated delays in conducting Approved Activities or providing deliverables; or (4) failure to provide upon request reasonable assurance of intent and ability to perform in compliance with Grant requirements.
7. Conditions. Subrecipient shall notify ICNL in writing within 10 days of the date it learns or reasonably should have learned of conditions interfering with successful and timely implementation, including problems not previously foreseen, actual or threatened Subrecipient insolvency or bankruptcy, or other default or problem.

FINANCIAL PROVISIONS

8. Type, Funding, Amount and Ceiling. The Grant is cost-reimbursable, without fee, profit or other increment above costs. Total ICNL liability arising under or resulting from the Grant (from any and all causes whatsoever)



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may not exceed the lesser of (a) the Total Price / Grant Ceiling amount listed on page 1, or (b) the Actual Total Expenditure. Such lesser amount shall be the "Grant Ceiling."

9. Grant Funds. ICNL hereby obligates the amount of \$19,999 for program expenditures during the Implementation Period June 15, 2020 through December 31, 2020.
10. Eligible Costs. The Grant Funds may only be used (subject to the Grant Ceiling) for Subrecipient's eligible direct costs of Approved Activities in accordance with the Budget. Other costs are ineligible. Eligible costs are costs actually incurred by Subrecipient which meet all the following criteria:
- a) they are incurred during the Implementation Period, whatever the time of actual disbursement by ICNL, Subrecipient, or its partners;
 - b) they must be indicated in the estimated overall budget of the project, and further detailed in the approved Work Plan and Budget;
 - c) they must be necessary for the implementation of the Approved Activities;
 - d) they are identifiable and verifiable, in particular being recorded in the accounting records of Subrecipient and determined according to the applicable accounting standards of the country where the Subrecipient is established or according to International Financial Reporting Standards (IFRS) and according to the usual cost accounting practices of Subrecipient;
 - e) salary costs and other personnel costs debited to the Budget must be recorded throughout the duration of the Approved Activities in a systemized way and verified by supporting documentation; and
 - f) all costs must be reasonable, justified and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

The following costs shall not be considered eligible for financing from this Agreement:

- a) debts and debt service charges (interest);
- b) provisions for losses or potential future liabilities;
- c) items already financed from another agreement with any funder;
- d) purchases of land or buildings;
- e) credits to third parties;
- f) travel costs for business or first class;
- g) extra allowances, such as sitting allowances, or equivalent in order to finance allowances for participating staff/invited speakers/participants of workshops;
- h) luxury hotel accommodations, without prior approval of ICNL. Luxury accommodations will be determined by using Expedia.com's Hotel Class rating system. Hotels rated 4.5 or 5 stars will be considered luxury;
- i) funds in support of projects/ programs that are not listed on the OEDC/DAC list of ODA recipient countries.

11. Costs Needing Special Approval.

- A. Travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation are ineligible for reimbursement under the Grant unless approved by ICNL in writing and in advance.

12. Payment and Financial Reports. Subject to the requirements in this Article, the Subrecipient will be reimbursed for eligible costs that comply with the Grant and applicable cost principles.

- A. It is the Subrecipient's responsibility to ensure that costs incurred are in accordance with the applicable cost principles, meaning the costs are (1) reasonable: costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of

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- normal business; (2) allocable: incurred specifically for this award; and (3) allowable: conform to any limitations in this award.
- B. ICNL will not pay any profit or fee to the Subrecipient.
 - C. The Subrecipient must retain documentation to support charges to this award for a period of seven years from the date of submission of the final expenditure report, according to Article 38.
 - D. Costs must be incurred (and, unless otherwise approved, expended) during the Implementation Period. Procedures for reimbursement in arrears or advance as described below will be followed as applicable. Reimbursement will be in arrears unless ICNL approves advance payment in writing. Failure to meet conditions for advance payment will result in reversion to reimbursement in arrears. All payments are subject to prior cost review. Payments may not in the aggregate exceed the Grant Ceiling. Accounts shall be kept in accordance with internationally accepted accounting principles.
 - E. Reporting and payment will proceed as provided in Articles 13-14 and 16-19. Financial Report forms and Requests for Advance must be properly signed and certified by the responsible authority, and shall be in the format provided in Annex D. Unless approved in writing by ICNL, costs incurred or expended prior to the Effective Date or after the Completion Date may not be included.
 - F. Finance Reports and other forms may be transmitted electronically, but must include all required information. Financial Reports must be supported by documentation adequately substantiating all costs. Subrecipient shall maintain (and upon request provide) timesheets in an ICNL-approved format for all personnel, including name, title, number of hours worked, and description of work done by each individual. ICNL shall have the right to recover any Subrecipient overbilling or inadequately documented costs. For purchased goods and services, Subrecipient shall, unless otherwise approved, ensure an appropriate level of documented competition and secure and maintain legible, originally signed receipts for any expense over \$25. Costs not included in the Budget cannot be charged to the Grant without prior written approval from ICNL. Procurement must also follow the ICNL procurement policy, attached as Annex C (and see Articles 21-23).
 - G. Payments will normally be made within 30 days of receipt by ICNL from Subrecipient of a proper Finance Report and Advance Request (see Article 14). The amount paid will be either the amount requested or such lesser amount as ICNL deems appropriate based on the totality of the relevant facts and circumstances, including any Subrecipient-submitted supporting documentation and Finance Reports. All or (notwithstanding Article 12, Paragraph A) part of a payment otherwise due may be withheld by ICNL at its discretion if Subrecipient's level of progress on the Approved Activities, as measured by completion of milestones, submission of required deliverables, or other aspects of performance, is significantly less than is necessary for achievement of Grant objectives. In the event of such withholding, written notice will be provided to Subrecipient with an explanation of the respect(s) in which performance is inadequate; promptly upon correction of the identified deficiencies, the withheld funds will be released. No interest or other charges will be payable by ICNL due to delay in payment pursuant to this Article or for any other reason.
 - H. Payments will be in the currency specified on the Cover Sheet, unless otherwise approved, without risk or liability of ICNL due to fluctuations in value relative to any other currency.
 - I. Payment will be to the bank account listed in Annex F. ICNL must rely on the information provided, and cannot accept risks or costs of receipt, non-receipt, loss, misuse or diversion of funds in or from such account by any person(s). To the extent practicable, the account should be interest-bearing;



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any interest earned on an interest-bearing account must be reported to ICNL as earned; such interest in excess of \$500 or local currency equivalent annually must be refunded to or otherwise disposed of as instructed or approved by ICNL. No funds or interest on funds may be used for capital formation or an equalization reserve.

13. General Provisions on Payments. The following general provisions apply to all payments:

- A. Partial Payments. Partial payment of Advance Requests will not be made unless ICNL determines, in its absolute discretion, on a case-by-case basis, that a discrete portion of a non-compliant Finance Report can be appropriately identified for separate payment and the accommodation will not unduly burden or hinder exercise of our program or fiscal monitoring responsibilities.
- B. Unobligated or Unexpended Balances. Grant Funds disbursed to Subrecipient but not expended or validly and irrevocably committed on the Completion Date (or, if applicable, on the termination effective date) shall be promptly refunded to ICNL, without offset or deduction for any reason (except as approved), within one month after the Completion Date or, if applicable, the termination effective date.
- C. Overpayments. Subrecipient shall exercise due care to detect duplicate billings or payments, overpayments, or other improper or erroneous payments (collectively, "overpayments"). If at any time it becomes aware (or in the exercise of such care should have become aware) of an overpayment, Subrecipient shall provide immediate notice in writing and request instructions for handling the situation.
- D. Final Liquidation Report. Subrecipient agrees to submit a properly executed "Final Liquidation Report," marked as such, no later (unless otherwise approved) than 30 days after the Expiration Date. ICNL will be under no obligation to pay reports received after such date. The Final Liquidation Report shall be in the same basic format as other Finance Reports plus a schedule of cumulative amounts previously billed by Subrecipient, including report numbers and dates.
- E. Questioned Costs. ICNL will ask Subrecipient to justify any Grant cost questioned by ICNL during or after the Implementation Period. If ICNL issues a written determination that such cost is ineligible, ICNL may either deduct it from subsequent payments or direct Subrecipient to make refund. If a refund is directed, it shall be promptly provided in full, without deduction for any reason (except as approved by ICNL).
- F. Credits. Subrecipient shall promptly pay ICNL, net of any approved associated expenses, any refunds, rebates, credits or other amounts (including interest, if any) accruing to or received by Subrecipient during or after the Implementation Period, to the extent properly allocable to costs reimbursed to Subrecipient under the Grant.
- G. Offsets. ICNL may deduct from any payment(s) otherwise due all or part of any amount, whether or not in connection with the Grant, that it determines to be owed by Subrecipient. ICNL will provide advance written notice and opportunity to comment whenever it deems feasible in its sole discretion.
- H. Limitations. All payments are subject to (1) ICNL review of forms and supporting documentation, and (3) applicable Grant limitations, ceilings, and other provisions.

14. Advance Payment Procedures (Periodic Advances). The following detailed procedures will be followed:

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- A. Once the Grant takes effect, the Subrecipient may submit an initial Advance Request in an amount that is a good faith estimate of the eligible costs that Subrecipient will incur (and, unless otherwise approved, expend) pursuant to the Grant to carry out Approved Activities for a portion of the Implementation Period not to exceed 90 days and beginning with the Effective Date stated on the cover of this agreement.
- B. ICNL will review the Advance Request and, subject to Paragraph C below as well as other Grant requirements, pay the amount determined to be appropriate within 30 days.
- C. All advance payments must be satisfactorily liquidated. Inadequately liquidated costs may be withheld from payments until the problem is corrected; failure to correct within a reasonable time may result in disallowance. Costs not adequately liquidated pursuant to the Final Liquidation Report may be deemed ineligible for reimbursement.

15. Finance Reporting

- A. For each calendar month within the Implementation Period, Subrecipient shall submit a proper Finance Report to ICNL for costs incurred (and, unless otherwise approved, expended) during such month by not later than the fifteenth day of the following month. If the Subrecipient received an advance payment, the amount substantiated by the Financial Report will be deemed liquidated.
- B. Each Finance Report described in Paragraph A shall be accompanied by an Advance Request/Cash Reconciliation Report. To confirm the Subrecipient's funds available at the end of each reporting period, the Advance Request/Cash Reconciliation Report must be submitted, even if no additional funds are being requested. This requirement also applies to the Final Liquidation Report. If requesting additional funds, the request should be a good faith estimate of eligible costs Subrecipient will incur (and, unless otherwise approved, expend) pursuant to the Grant during the following 90-day period to carry out Approved Activities.

16. Integrity and Ethics. Subrecipient (including its personnel) shall observe the highest standards of integrity and ethics. It certifies that it has not provided or offered and shall not at any time provide or offer any payment or other benefit to ICNL, any government, or any agent or representative thereof, including an officer or employee or family members of any of the foregoing.

REPORTING

17. Program Reporting. Program reports shall be completed according to the template provided in Annex E. A final narrative report shall describe achieved results compared to planned results and an analysis of the extent to which objectives have been achieved for the entire program. The report shall analyze any deviations and provide an explanation for those deviations. The final narrative report shall examine the extent of completion of the Approved Activities, based on a comparison with the Subrecipient Work Plan as amended (Annex A). The final narrative report is due no later than 30 days after the Grant Completion Date. ICNL may decide that these reports shall be revised, in which case a date for the provision of the revised report shall be agreed.
18. Ongoing Reporting. The Parties shall cooperate and regularly communicate with each other on all matters relevant to the implementation of the Project and this Agreement. Subrecipient shall promptly inform ICNL if reports and plans cannot be submitted as agreed. Subrecipient shall present a proposal to resolve the matter. The parties recognize that events may have significant impact upon implementation of the work to be performed by Subrecipient hereunder. Irrespective of agreed reporting routines, the parties shall promptly inform each

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other if a situation arises that makes it likely that the program will not be carried out as agreed.

19. Request for Information. The MFA/ICNL may request additional information at any time and that information must be supplied within 10 days of the request. Subrecipient shall provide ICNL with documents, records, and any other information regarding the Grant that ICNL may reasonably request and shall enable ICNL or MFA representatives to visit program locations and inspect property, goods, records and documents. Subrecipient shall cooperate with and assist ICNL in the performance of audits and/or evaluations of the program.
20. Independent Evaluation. If ICNL or the MFA carries out or commissions an evaluation of the activities under this Grant, Subrecipient agrees to cooperate fully with all requests for assistance in this effort, including facilitating site visits, attending meetings, aiding evaluators, closely tracking performance and impact, and maintaining and providing records or other information.

PROCUREMENT POLICY

21. Procurement of Goods and Services. Procurement of goods, works, and services by subrecipient and any Third Parties shall be carried out in accordance with *ICNL Policies and Procedures, Procurement of Goods and Services, as amended* (Annex C). Procurement shall also be in accordance with the procurement principles on non-discrimination, equal treatment, transparency (openness and predictability), proportionality and mutual recognition. The MFA and ICNL may carry out checks on procurements. The check may take the form of a procurement audit. Subrecipient shall provide ICNL/the MFA with all the necessary documentation to comply with ICNL/the MFA's checks or audit on procurement.
22. Documentation. Tender documentation, including all published procurement notices, shall, where possible, be prepared in English. An appropriate level of competition must be obtained and documented in all cases. Subrecipient shall be alert to conflicts of interest and noncompetitive practices. All purchase contracts shall contain appropriate provisions for termination and remedies for breach.
23. Equipment. Equipment, vehicles and supplies paid for by the Funds shall remain in Subrecipient's ownership after the Implementation Period. Transfer to a third party of such equipment, vehicles and supplies must be conducted at the latest by the end of the Implementation Period (Article 2). Copies of the proofs of transfers of equipment and vehicles, the purchase cost of which exceeded \$1200 per item, must be attached to the final financial statement. Such proofs must be kept for control in all other cases.

AUDIT PROVISIONS

24. Inspection by the MFA. The MFA shall be given the opportunity to visit Subrecipient and to inspect property, goods, accounts, other documents etc. Recipient shall cooperate with and assist the MFA in the process of monitoring, evaluation, review, audit or similar. The costs of inspection shall be borne by the MFA.
25. Audits by ICNL and MFA. Recipient shall, on request, give ICNL and the officials appointed by the MFA, the opportunity to audit how the Grant Funds have been used by the recipient and thereby supply information necessary for such audit.
26. Ineligible Costs. Costs determined to be ineligible according to the annual audit shall be refunded to ICNL within 30 days of the date at which the Subrecipient presents the audit report to ICNL.

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BRANDING AND MARKING

- 27. Published Works. Unless (and only to the extent) otherwise authorized by ICNL, publications or other information/media products (including any book, article, report, media interview, press release, public notice, lecture, or public appearance) pursuant to the Grant must be approved by ICNL.
- 28. Right to Copy and Distribute. The MFA and other departments of the Dutch administration abroad reserve the right to copy and distribute such materials if required.
- 29. Marking and Branding. Subrecipient shall consult with ICNL on the marking and branding of communications and information materials.

ANTI-CORRUPTION

- 30. Prevention of Fraud and Corruption. ICNL and Subrecipient will cooperate to prevent fraud, a violation of contract award procedures and serious misconduct (including sexual misconduct and other serious forms of inappropriate behavior or harassment) during the implementation of the Approved Activities. Subrecipient shall work actively to prevent corruption, illegal or improper handling or other form of misuse of Grant Funds. When planning and implementing the Approved Activities, Subrecipient shall take the risk of corruption into account and identify key risks and risk mitigation measures. If a significant risk of corruption is identified, risk mitigating measures shall be adopted to reduce the identified risk. Subrecipient shall require its own staff, organizations to which grant funds have been forwarded and their staff, consultants, suppliers or others participating in activities funded by ICNL, to refrain from receiving, to be promised a bribe or any other improper enrichment, or benefit. Subrecipient undertakes to investigate the presence of corruption, identify and take action, including legal actions, against persons who there is reason to suspect of corruption or other improper enrichment. Subrecipient shall immediately inform ICNL about suspected corrupt or fraudulent behavior or serious misconduct. Subrecipient shall continuously thereafter consult with ICNL on the further handling of the matter. Subrecipient shall immediately initiate action to stop the corrupt or fraudulent behavior or serious misconduct, investigate and if appropriate take action to prosecute and / or apply other sanctions in accordance with applicable law against any person suspected of misuse of resources, fraud, corruption or serious misconduct in connection with the Approved Activities. When the matter has been concluded, Subrecipient shall submit a final report regarding the suspected corruption to ICNL.

GENERAL PROVISIONS

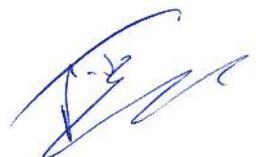
- 31. Notices. Unless otherwise approved, all notices required or permitted by the Grant shall be in writing and made to the following persons:

1. For ICNL: Nicholas Miller Legal Advisor nmiller@icnl.org	2. For Subrecipient: Levan Avalishvili Deputy Executive Director l.avalishvili@idfi.ge
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32. Governing Law and Language. The Grant shall be interpreted in accordance (in order of precedence) with (1) the provisions of the Grant and (2) the laws in effect in Washington, DC, USA. Governing language of the Grant is English; Grant notices or other communications shall be in such language.
33. Compliance with Law. Subrecipient shall comply with all applicable laws including tax and employment, and is solely responsible for all costs, risks and delays resulting from doing so, or from failure to do so.
34. Child Labor Clause. Subrecipient shall abide by the local laws concerning child labor and by applicable international instruments, including the UN Convention on the Rights of the Child and International Labour Organization conventions.
35. Intellectual Property. Subrecipient shall retain the sole copyright for any material created or developed solely by the Subrecipient pursuant to or as a result of the Grant. Notwithstanding this, Subrecipient grants the MFA and ICNL the right to use free and at no charge and as the MFA and ICNL sees fit all documents deriving from the Approved Activities, whatever their form, provided that the MFA or ICNL's use does not thereby breach existing industrial and intellectual property rights. For material jointly produced by Subrecipient and ICNL, all contributing partners shall hold a joint copyright to the material. Subrecipient shall promptly inform ICNL and provide a copy of any work created or developed pursuant to or as a result of the Grant. ICNL retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use such work for nonprofit purposes and to authorize others to do so.
36. Lobbying. Any costs for lobbying activities will be included in the budget as a separate line item.
37. Location of Work. Subrecipient agrees that no activities under this Agreement will take place in the United States of America.
38. Records. Subrecipient agrees to maintain all programmatic and financial records for activities carried out under this grant agreement. Subrecipient will maintain records of all costs charged to the Grant in accordance with formally prescribed generally accepted accounting principles in effect in the Recipient Country to sufficiently demonstrate eligibility of all Grant costs, as well as receipt and use of goods and services and the overall progress of the Approved Activities. Original source documentation and other original records are required unless otherwise approved. When Subrecipient cannot provide original source documentation, Subrecipient will provide a sworn statement by a legal representative certifying that record documents are true copies of the originals and that expenses evidenced by the documents have not been and will not be billed to other funders. Records must be available for at least 7 years after the Completion Date (or, if applicable, the termination effective date) or as long as they are maintained, whichever is longer. If any litigation, claim or audit is commenced before the end of such period, Subrecipient shall continue to keep all records described in this Article until it is completed.
39. Disability Policy. Implementation of Approved Activities may not discriminate against men, women and children with disabilities, and shall demonstrate a comprehensive and consistent approach to including them.
40. Religion. In implementing the Approved Activities, Subrecipient agrees not to discriminate against current or prospective beneficiaries on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.
41. Prevention of Sexual Harassment. The Subrecipient agrees to ensure that the Approved Activities are implemented in an environment free from all forms of harassment, including sexual, of or by any of its employees. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or verbal or physical conduct of an improper sexual nature. By signing this Grant agreement, the Subrecipient confirms



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(1) that it has adequate policies and/or frameworks in place to prevent sexual harassment; (2) that all its employees have been informed about these policies and/or frameworks; and (3) that it has adequate reporting procedures and complaint mechanisms in place to report instances of sexual harassment and procedures in place to ensure immediate action if any instance of sexual harassment is observed, reported, or suspected. Failure to comply with this provision will be considered grounds for immediate termination of the Grant agreement.

42. Noncompliance. If Subrecipient materially fails to comply with the Grant terms and conditions, ICNL may take any one or more of the following remedial measures: (1) temporarily withhold payment(s) pending correction of the noncompliance or other appropriate remedial action(s); or (2) disallow all or part of the costs associated with the noncompliance. Such measures shall be in addition and without prejudice to other remedies available at law, in equity, or by contract as deemed appropriate in ICNL's discretion. Written notice and opportunity to correct will be provided before action is taken. If it disagrees with the handling of the apparent noncompliance by ICNL, Subrecipient may proceed according to Article 41.
43. Disagreements and Disputes. The Parties will consult to resolve all Grant issues amicably, equitably and in a mutually satisfactory manner. The contact persons identified in Article 30 may refer issues to each Party's senior management for review. Remaining issues may be resolved by any agreed non-judicial procedure, absent agreement on which the sole recourse of a dissatisfied Party shall be the courts in Washington, DC, USA. Subrecipient expressly relinquishes access to courts in the Recipient Country and if different, its country of establishment or operation, and waives any objection to suit in Washington, DC, USA. Claims may not include losses, damages or other relief for harm that could have been avoided or mitigated by the claiming Party's reasonable actions or exemplary, consequential or punitive damages, however described.
44. Non-Waiver. Failure of either or both Parties to enforce any rights or Grant provision(s) shall not waive or amend the Grant or waive any prior or subsequent breach.
45. Third Parties Not to Benefit. The Grant is for the benefit of the Parties and does not create rights in or on behalf of, or responsibilities of the Parties to, any other person, unless otherwise expressly so stated.
46. Severability. Any Grant provision(s) determined by a court or other competent authority to contravene applicable law or mandatory public policy will be rendered invalid or unenforceable only to the extent of such contravention; remaining provisions shall continue in full force and effect and be construed to implement the Parties' intent to the maximum extent practicable.
47. Certifications. Subrecipient certifies that it [1] is not restricted by agreement or otherwise from entering into the Grant or implementing the Approved Activities; and [2] will furnish deliverables and work products that will not infringe any copyright, trade secret, contract or other intellectual property, proprietary or personal rights of any person.
48. Modification. The Grant may be modified by a written amendment signed by both Parties.
49. Suspension; Termination. ICNL may suspend the Grant on its own direction, for up to 60 days or longer if necessary. The Grant may be terminated by mutual agreement. ICNL may also unilaterally terminate (1) for material breach, (2) where ICNL determines termination or modification is in the best interests of the award from the MFA to ICNL, (3) due to impossibility, or (4) due to Subrecipient's inability to perform Activities. Suspension or termination may be in whole or in part. ICNL may unilaterally terminate this Grant if, after notifying the Subrecipient in a timely way in writing of any deficiencies or failures, Subrecipient fails to provide services to cure the deficiencies or perform obligations under this Grant. Unilateral notices of termination (except for material breach, in which case ICNL shall have no further liability) will generally



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request Subrecipient to submit a claim for eligible costs incurred before the termination effective date. ICNL will not pay termination or other costs that, added to Grant Funds already paid or would exceed the Grant Ceiling.

- 50. Non-Liability. Notwithstanding any other provision(s) of the Grant, ICNL assumes no liability for any third party claims for damages arising out of the Grant or performance thereof.
- 51. Entire Understanding. This Agreement contains the entire understanding between ICNL and Subrecipient, and there are no conditions or stipulations, oral or written, governing the relationship between the parties other than those contained in this Agreement.

Signed:

INTERNATIONAL CENTER FOR NOT-FOR-PROFIT LAW (ICNL)

BY: DocuSigned by:


DD423F32504452...
 David Moore

DATE: 10-Jul-2020

INSTITUTE FOR DEVELOPMENT OF FREEDOM OF INFORMATION

BY:


 Levan Avalishvili

DATE: 01.07.2020

