

Luminate

Building stronger societies

Institute for Development of Freedom of Information (IDFI)
20, T. Shevchenko Street, 0108
Tbilisi, 0108
Georgia

RE: Grant Agreement

Dear Institute for Development of Freedom of Information (IDFI):

I am pleased to inform you that Luminate Foundation, Inc. ("Grantor") has approved a grant to Institute for Development of Freedom of Information (IDFI), a non-entrepreneurial (non-commercial) legal entity, organized under the laws of Georgia ("Grantee"), subject to this letter agreement ("Agreement").

Please read this Agreement carefully, including all Attachments and the Terms and Conditions, as it contains important information.

GRANT AMOUNT: Up to Two Hundred Thousand Dollars (\$200,000.00) (the "Grant").

GRANT TERM: This Agreement will begin on January 13, 2022 (the "Effective Date") and continue until the earlier of (i) December 31, 2023 (the "Grant Expiration Date"), or (ii) the date on which Grantee has expended all Grant funds, unless otherwise terminated under this Agreement (the "Grant Term").

GRANT PURPOSE: Grantee's general charitable, educational and/or scientific purposes as described in Grantee's charter documents ("the Purpose"), and not otherwise restricted as to purpose.

DISBURSEMENT SCHEDULE: Disbursements will be paid according to Attachment B and the Terms & Conditions.

REPORTING: Reports are due in accordance with the Reporting Schedule (Attachment C).

GRANT COMMUNICATIONS: Please use the following contact information for communications regarding the Grant: *Olena Boytsun*, oboytsun@luminategroup.com

If this Agreement correctly sets forth your understanding of the Grant, please indicate your agreement by signing this Agreement. Your electronic signature constitutes the legal equivalent of your manual signature with the same binding effect.

On behalf of Luminate, let me extend our best wishes for the success of your efforts.

Sincerely,

Signature

Name

Title

Date: _____

Accepted by:

Institute for Development of Freedom of Information (IDFI)

DocuSigned by:
Giorgi Kldiashvili
E37BDFD14DB6457...

Signature

Giorgi Kldiashvili

Name

Executive Director

Title

Date: 2/8/2022

Attachment A

Purpose:

Grantee's general charitable, educational and/or scientific purposes as described in Grantee's charter documents, and not otherwise restricted as to purpose.

Goals:

The Goals of the Grant are:

1. Grantee will continue their public spending and good governance watchdog role as well as analytical activities in Georgia;
2. Grantee will ensure systematic monitoring of public procurement, public spending and government programs in Georgia.

The Grant is not earmarked for the achievement of any goals, and Grantee has complete discretion over expenditures of Grant funds.

Attachment B**Disbursement Schedule**

#	AMOUNT	DISBURSEMENT TYPE	TARGET PAYMENT DATE
		UNCONDITIONAL or CONDITIONAL	
#1	\$131,000.00	Unconditional	02/28/2022
#2	\$69,000.00	Unconditional	02/28/2023

Disbursement Terms and Conditions:

Wire Transfers: Luminate will request a verbally verified wire transfer form in order to disburse funds. Luminate will renew verbal verification of the wire transfer form every two years. Grantee is responsible for notifying Luminate if wire details change since the latest wire transfer form filed.

Attachment C
Reporting Schedule

Due Date	Report(s) Due
December 31, 2023	<i>Grant Expiration Date</i>
February 28, 2024	Final Report

Final Report

- Due two months after the Grant Expiration Date
- Should include an overall narrative of Grantee's progress toward the goals described in Attachment A, and learnings and challenges faced, for the entire Grant Term

Terms & Conditions

Luminate Foundation, Inc. Grant

1. **Grantor Status.** LUMINATE FOUNDATION, INC. (or “Grantor”) is a nonprofit corporation organized under the laws of the State of Delaware and operating for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (“the Code”). Grantor is classified as a private foundation under Section 509(a) of the Code and is therefore limited to issuing grants to U.S. public charities, their foreign equivalent (a “Foreign Public Charity Equivalent” or “FPCE”), and non-public charities conducting charitable activities.

2. **Grantee Status.** Grantee represents and warrants that its organizational status and/or activities adheres to one of the above classifications. Grantee shall notify Grantor should its status change at any time during the Grant term.

3. **Use of Grant Funds During Grant Term.** Grantee shall use the Grant only for the Purpose. Grantor reserves the right to request repayment of any portion of the Grant that is either (i) not spent by the Grant Expiration Date or (ii) used for any reason outside of the Purpose.

4. **Disbursements.** With respect to each conditional disbursement, Grantee shall provide supporting documentation for Grantor to verify all conditions have been met. If Grantee does not provide Grantor with supporting documentation by the date specified, or Grantor has determined that Grantee has not achieved the applicable condition(s) or any reporting requirements, the disbursement may be postponed or cancelled at Grantor’s discretion. In all cases, Grantor will work with Grantee to meet disbursement requirements.

5. **Reporting.**

a. **Reporting Obligations.** Grantee agrees to provide to Grantor the reports described in Attachment C using Grantor’s reporting portal. Should Grantor choose to reduce the number of reports required as listed in the Reporting Schedule for any reason, those changes will be unilateral and communicated electronically to Grantee. Any agreement to increase the number of reports due under the Agreement, however, must be reflected in a Grant amendment signed by both parties to be effective.

b. **Additional Evaluation Activities; Additional Reports.** Grantor may request that Grantee participate in additional evaluation activities to assist Grantor in evaluating its grant programs. Any requests for participation in evaluation activities are optional for Grantee, and if Grantee believes that such evaluation activities will place a material financial burden on Grantee, Grantor and Grantee may agree on fair compensation for participation.

6. **Recordkeeping and Accounting.** Grantee shall maintain a complete and accurate record of the Grant received and expenses incurred pursuant to the Grant. Grantee shall retain such books and records for at least two (2) years after the end of the Grant Term and shall permit Grantor to have reasonable access to its files, records and personnel for the purpose of making such financial audits, program evaluations, or verifications concerning the Grant or this Agreement. If, during the term of

this Agreement, Grantee is audited by its internal audit department or by a third party, Grantee will provide the audit report to Grantor upon request, including the management letter and a detailed plan for remedying any deficiencies observed (“Remediation Plan”). The Remediation Plan must include (a) details of actions Grantee will take to correct any deficiencies observed, and (b) target dates for successful completion of the actions to correct the deficiencies, if identified.

7. Earmarking.

a. Lobbying. As a 501(c)(3) private foundation, Grantor is not permitted to set aside or otherwise “ earmark ” funds to influence or attempt to influence legislation as defined in Section 4945(d)(1) of the Code (“Lobbying”). To ensure compliance with this requirement, Grantor and Grantee agree as follows:

- i. If Grantor is making a general operating support Grant, there is no agreement, oral or written, that obligates Grantee to use Grant funds for Lobbying, even if Grantee’s proposal or other communications between Grantor and Grantee express an intent to use Grant funds for Lobbying. If Grantee decides to use Grant funds for Lobbying it does so completely independent of Grantor.
- ii. If Grantor is making a restricted project Grant, the amount funded by Grantor for the project described in Attachment A under this Agreement shall not exceed the amount budgeted in Attachment A by Grantee for non-Lobbying activities of the project, unless Grantee has signed Grantor’s Advocacy Only—Confirmation of No Lobbying letter.

b. Re-Grantees. The Parties agree that if the Grantee re-grants any portion of this Grant, either to another organization or individual, the selection of recipients is controlled by Grantee and made completely independently of Grantor.

8. Prohibited Uses. Notwithstanding anything to the contrary in this Agreement or any other documents relating to the Grant, Grantee shall not use any portion of the Grant for any of the following purposes, and shall implement policies and procedures to prevent diversion of the Grant for any of the following purposes:

a. Public Election; Voter Registration Drive. To influence the outcome of any specific election for candidates to public office, or, for a restricted project Grant, to carry on, directly or indirectly, any voter registration drive, within the meaning of Section 4945(d)(2) of the Code;

b. Any Other Purpose. To undertake any activity for any purpose other than a charitable, scientific or educational purpose within the meaning of Section 170(c)(2)(B) of the Code; or

c. Violation; Private Inurement; Inconsistent Action. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the Code.

9. Termination.

a. Termination for Cause. Grantor may modify, suspend, or discontinue any Grant payment or terminate this Agreement if: (a) there are significant factors that Grantor reasonably believes may jeopardize the achievement of the Grant Purpose; (b) there is a change in Grantee’s tax status; or (c) in Grantor’s reasonable discretion, Grantee fails to comply with this Agreement.

b. Effect of Termination. Upon termination of this Agreement, Grantor may demand the return of unspent Grant funds remaining in Grantee's possession or control and/or the Grant funds spent in violation of this Agreement.

c. Key-Personnel Termination. Grantee shall provide Grantor with immediate notice of any change (including, but not limited to, a change in role or responsibilities, termination, or resignation) in Grantee's senior leadership, governing body, or key personnel responsible for implementing the Purpose. If departing key personnel are material to achieving the Purpose of this Grant, Grantor reserves the right to modify or terminate this Grant.

10. **Acknowledgement.**

- a. Publications. Unless the Parties mutually agree otherwise, any publications, studies, research, or other copyrightable works funded by this Grant shall be made available to the public and shall include the following acknowledgment: "Supported by a grant from Luminate."
- b. License. Grantee grants and agrees to grant to Grantor an irrevocable, perpetual, royalty-free, nonexclusive license to copy, publish and distribute any publications, studies, research or other copyrightable works funded by this Grant.

11. **Transparency.** Grantor is committed to being transparent about who and what it funds. In that spirit, Grantor may disclose its grants via its website, press release, data set, IRS Form 990-PF, professional or trade publication or other public document or announcement without Grantee's prior permission. This data generally includes grantee name, grant amount, duration, award date and purpose. Grantor agrees to adhere to brand guidelines that Grantee may provide in the use of its name or logo. Should Grantee have a reasonable justification as to why its Grant should not be disclosed by Grantor, Grantee may make this request in writing, which Grantor will not unreasonably deny. Any such agreement would not apply to any disclosure required by law.

Grantee shall include Grantor in its list of funders and annual reports as a matter of transparency and accountability. To ensure that Grantor's funded projects are portrayed accurately and are in accordance with Grantor's brand guidelines, Grantee must obtain Grantor's pre-approval for any other use of Grantor's brand, such as its logo or names of its staff, in cases including, but not limited to, press releases, professional or trade publications, paid advertisements, or other public document or announcement. Should Grantee request any exceptions to this requirement, Grantee shall make such request in writing, which Grantor will not unreasonably deny.

12. **Control.** The Internal Revenue Code requires US private foundations to not engage in self dealing. Accordingly, the Parties acknowledge and agree that neither Luminate Foundation nor any "disqualified person" with respect to Luminate Foundation controls Grantee within the meaning of Section 4946 of the Code.

13. **Indemnity.** Grantee shall indemnify, defend, and hold harmless Grantor and its officers, directors, employees, agents, affiliates, and contractors from and against any and all claims, liabilities, damages, losses, expenses, demands, suits, and judgments, including without limitation reasonable attorneys' fees and costs, arising from or relating to (a) Grantee's performance of this Agreement or

breach thereof; or (b) the intentional misconduct or negligent acts or omissions of Grantee, its employees, agents, contractors, or consultants in connection with the performance of its obligations under this Agreement. Notwithstanding the foregoing, in no event shall the aggregate liability exceed the total value of the Grant.

14. **Confidentiality.** Each Party will treat the other's information as confidential, keep it safe and not disclose it to a third person without the other Party's prior written consent unless disclosure is expressly permitted by this Agreement. Confidential Information means any materials that relate to a party (and/or a party's affiliates and partners) which, by its nature, should be held in confidence, and may include, by way of example, but without limitation:

- (i.) financial and other information about revenue, profits, budget or forecasts;
- (ii.) information regarding organizational strategy;
- (iii.) personnel files and information about compensation and/or benefits of staff; and
- (iv.) third party information or materials which a Party (and/or its affiliates) has agreed to hold in confidence (provided always that such information is designated as "Confidential" by the disclosing party.)

The Parties may only use the Confidential Information for the purposes of this Agreement and may provide subcontractors, agents, third party suppliers and professional advisers (**Permitted Users**) with access to the Confidential Information only to the extent and as required for the performance of this Agreement. The Parties shall ensure that each of its Permitted Users is bound to hold all Confidential Information in confidence to the standard required under this Agreement and comply with such obligations of confidence.

15. **Compliance with Laws.** Grantee agrees to comply with all applicable laws and regulations during the Grant Term, including, without limitation, the following.

- i. **Terrorist Activity.** Grantee represents and warrants that (i) Grantee, its affiliates, directors, officers, employees and agents ("Grantee Parties") do not conduct or support, directly or indirectly, terrorist activity of any kind; (ii) Grantee Parties are not associated or engaged in transactions with any individual or entity that they know or have reason to know advocates, plans, sponsors or engages in terrorist activity, and (iii) Grantee Parties are not owned or controlled by, and do not act for or on behalf of, any individual or entity that they know or have reason to know advocates, plans, sponsors or engages in terrorist activity.
- ii. **Sanctions.** Grantee will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) with countries against which the U.S. maintains comprehensive or targeted sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region of Ukraine), unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by Grantor in its sole discretion.
- iii. **Anti-Money Laundering.** Grantee represents and warrants that (i) Grantee Parties do not conduct or support, directly or indirectly, money laundering of any kind; (ii)

Grantee Parties are not associated or engaged in transactions with any individual or entity that they know or have reason to know engages in money laundering, and (iii) Grantee Parties are not owned or controlled by, and do not act for or on behalf of, any individual or entity that they know or have reason to know engages in money laundering.

iv. Anti-Corruption and Anti-Bribery. Grantee will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Grantor or the Project, including by assisting any party to secure an improper advantage.

v. Data Privacy.

(a) Each Party will comply with all applicable laws and regulations relating to personal data and the protection of privacy, including but not limited to, the General Data Protection Regulation EU 2016/679 (GDPR) (“Data Protection Laws”).

(b) Each Party will use reasonable endeavors to not do or omit to do anything that may cause the other Party to be in breach of any applicable Data Protection Laws.

(c) In the event the applicable Data Protection Laws require additional measures, the Parties will negotiate in good faith to agree to such additional provisions as may reasonably be required in good faith to agree to such additional provisions as may reasonably be required for the purposes of each Party’s compliance with the Data Protection Laws. For example, if the Grantee acts as a processor on behalf of Grantor of personal data that are restricted by the Data Protection Laws.

16. **Relationship of the Parties.** This Agreement shall not be construed as creating any form of association, between the parties, and neither party shall make any such representation. Neither party shall have any right or authority, express or implied, to create any obligation, or make any representation, on behalf of the other party.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, USA, without reference to its conflict of laws provisions.

18. **Arbitration.** Any controversy, claim or dispute arising out of or relating to this Agreement or the breach hereof, whether based on contract, tort, statute or other legal or equitable theory shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its applicable rules then in effect. The arbitration shall be conducted in Washington, DC, USA, by a sole arbitrator and the award of the arbitrator shall be final and binding, and judgment on the award may be entered, confirmed and enforced in any court having jurisdiction thereof. Except as required by judicial process or by law, no party or arbitrator may disclose the existence, contents or results of any arbitration hereunder without the prior written consent of both parties. Subject to

reapportionment by the arbitrator, the parties shall share equally in payment of the expenses of the arbitrator and the arbitration.

19. **Notice.** Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact. All notices shall be sent to Grantor's address below, or Grantee's address in the address block of the Agreement (or to such other address as may be designated). Grantor's address for notice purposes:

Attention: Legal Department, 1200 17th Street NW, Suite 501, Washington DC, 20036, USA

Email: legal@luminategroup.com

20. **Waiver.** The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

21. **Severability.** If any part of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible to effect the intent of the parties, and the remainder of this Agreement shall remain in full force and effect.

22. **Assignment; No Third-Party Beneficiaries.** Grantee will directly administer the project or program being supported by this Agreement. Notwithstanding any provision in this Agreement to the contrary, Grantor may, upon giving notice to Grantee, assign all or any part of its right, title, and interest in this Agreement. Grantee may not assign this Agreement, in whole or in part, without Grantor's prior written consent. The provisions of this Agreement are for the sole benefit of the parties and confer no rights, benefits, or claims upon any person or entity not a party to this

23. **Counterparts.** This Agreement may be executed in one or more counterparts, with the same effect as if the parties had signed the same document.

24. **Survival.** A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

25. **Entire Agreement.** The letter agreement, any and all Attachments, any documents incorporated by reference, and these Terms & Conditions (together, the "Agreement"), constitute the entire agreement and shall supersede any other oral or written agreements, understandings or communications or past courses of dealing between the parties. This Agreement may not be amended or modified, except in writing signed by authorized representatives of both parties.

Grantee's Initials: 