

FOUNDATION OPEN SOCIETY INSTITUTE (FOSI)

Baarerstrasse 12, CH 6300 ZUG, Switzerland

June 6, 2019

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

Re: Grant Number OR2019-58650

Dear Mr. Kldiashvili:

Foundation Open Society Institute (FOSI), a Swiss charitable foundation within the Open Society Foundations (www.opensocietyfoundations.org), is pleased to award **Institute for Development of Freedom of Information (IDFI)** (the "Grantee") a grant with the terms and conditions set forth herein.

The grant is made as part of the activities of the **Eurasia Program** of the Open Society Foundations and it shall be administered by OSF Services Berlin GmbH ("OSF Services Berlin"), a German services company, acting as the agent of FOSI. We understand that Giorgi Kldiashvili shall be the person responsible for administering the grant on Grantee's behalf.

This grant will be subject to the following terms and conditions:

GRANT PURPOSE, PERIOD, AMOUNT

The purpose of the grant is to **promote free access to state archives, transparent and accountable public procurement in Eurasia, and establish and run anti-corruption academic courses in Georgia** ("the Project"), as detailed in the Grantee's approved proposal dated April 17, 2019. The grant period shall be from **May 20, 2019 to October 19, 2020**. The maximum amount of the grant award shall be **210,835.00 USD**, to be expended as per the Grantee's approved budget dated April 17, 2019. The grant amount shall be fixed and transferred in USD.

PAYMENT

Upon receipt of the countersigned copy of this grant agreement ("Agreement"), and provided that any outstanding reporting and repayment obligations resulting from this or any grants from the Open Society Foundations have been satisfied, FOSI will pay the grant in accordance with the following schedule, to the bank account indicated below:

Date	Amount
June, 2019	70,278.33 USD
December, 2019	70,278.33 USD
June, 2020	70,278.34 USD

Bank Name:	Bank of Georgia
Bank Address:	29a Gagarin street, Tbilisi 0160, Georgia
Bank account holder:	INSTITUTE FOR DEVELOPMENT OF FREEDOM OF INFORMATION (IDFI)
IBAN code:	GE88BG000000015519360



SWIFT code:

BAGAGE22

The Grantee may request in writing or online at https://myapplications.force.com/fcgrantee/FGM_Portal_CommunitySignin that subsequent installments be transferred to a different bank account held in the Grantee's name.

COMMUNICATIONS, REPORTING

The Grantee is required, except where connectivity issues exist, to submit reports online at https://myapplications.force.com/fcgrantee/FGM_Portal_CommunitySignin. Reports should make a reference to the Grant Number and shall be due on or before the dates set forth below:

Date	Report Type
November 20, 2019	Narrative Interim
November 20, 2019	Financial Interim
May 20, 2020	Narrative Interim
May 20, 2020	Financial Interim
December 4, 2020	Narrative Final
December 4, 2020	Financial Final

Narrative reports shall detail progress made in achieving the Project's goals and they shall also include any publications produced as part of the Project. FOSI may, at its sole discretion, request that the Grantee submit further information and/or materials related to the Project's activities and accomplishments. Financial reports should follow the structure of the Project budget, and should account for expenditures incurred during the period covered. Expenses incurred in a currency differing from the currency in which the grant is fixed should be translated to the currency of the grant for reporting purposes to FOSI using historic or weighted average foreign exchange rates calculated for the grant period. FOSI may, at its sole discretion, request that the Grantee submit a transaction-detail report supporting the expenses reported in the financial reports referred to herein as well as supporting documentation of any items listed in the transaction-detail report.

SIMPLIFIED NO-COST EXTENSION

A simplified no-cost extension extends the grant period up to one year from the end of the original grant period and/or modifies the reporting or payment schedules with no additional funding. A request for a simplified no-cost extension must be submitted to OSF Services Berlin online at https://myapplications.force.com/fcgrantee/FGM_Portal_CommunitySignin prior to the end of the current grant period and must include a rationale and proposed end date.

PROJECT PROPOSAL, BUDGET, BUDGET ADJUSTMENTS

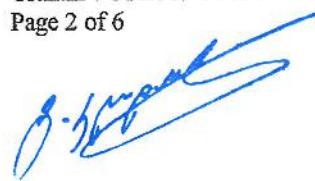
The grant shall be expended according to the Project proposal and attached budget as approved by FOSI. The Grantee may make cumulative adjustments among the amounts specified for the items of expenditure, excluding salaries and benefits, of up to 10 percent of the total funds awarded without FOSI's prior approval.

AUDIT, RECORDKEEPING

The Grantee shall maintain receipts and invoices for all matters pertaining to this grant, and shall keep these available for inspection or audit by FOSI or its designee for four years following the end of the grant period.

MONITORING

FOSI may monitor and conduct an evaluation of the Grantee's operation under this grant, which may include visits from FOSI staff or representatives to observe and discuss the Grantee's activities and review financial and other records and materials connected with the activities financed by this grant.



FOSI'S RIGHT TO PUBLISH GRANT DATA

The Grantee hereby authorizes FOSI or its designee to publish, in any printed or electronic medium, the Grantee's name, address, the purpose and amount of this grant award as specified herein as well as any other information regarding this grant that FOSI may deem appropriate for publication in furtherance of its charitable objectives. You are at any time entitled to make an inquiry as to the processing of the personal data and request correction as necessary.

ACKNOWLEDGEMENT, THE GRANTEE'S USE OF THE MARKS

The Grantee shall determine whether to mention FOSI's support in any publication related to the Project. Any acknowledgement, if made, shall read as follows: "Supported [in part] by a grant from the Foundation Open Society Institute in cooperation with the Eurasia Program of the Open Society Foundations." FOSI is authorized to grant and within such authority hereby grants to the Grantee a revocable, non-transferable, non-exclusive license to use the Open Society Foundations name and logo trademarks (the "Marks") in such acknowledgements, each use requiring prior approval from FOSI. The Grantee shall not alter, modify, challenge, dilute or otherwise misuse the Marks, or take any action that would bring the Marks into disrepute.

SUBGRANTS

The Grantee shall not grant funds to third parties to perform any of its duties or obligations under this Agreement, except as provided for in the approved proposal and budget, without the prior written consent of FOSI.

ECONOMIC SANCTIONS AND EXPORT CONTROLS

Grantee represents and warrants that (a) Grantee will use the grant funds exclusively for activities identified in this Agreement and in the approved proposal and budget, and that (b) in connection with this Grant, Grantee will fully comply with applicable trade and economic sanctions and applicable export controls laws and regulations administered or enforced by the United Nations, European Union, any EU member state, Switzerland, and the United States, and applicable laws relating to combatting terrorism (collectively, "Applicable Regulations"). Pursuant to this representation and warranty, Grantee agrees that it will not use, directly or indirectly, grant funds in violation of Applicable Regulations, or in a manner as to cause FOSI to violate Applicable Regulations. Furthermore, Grantee (a) understands and acknowledges that FOSI may ask Grantee to provide signed certifications to FOSI confirming Grantee's compliance with this representation at any point up to five years after Grantee tenders the final payment under the Grant Agreement, and (b) agrees to provide such certifications upon request. Should FOSI determine, in its sole, exclusive and confidential discretion, that the Grantee has engaged, permitted or authorized activities in violation of this section, the Grantee shall return to FOSI in its entirety all monies paid to the Grantee hereunder.

REPAYMENT

At the conclusion of the grant period, the Grantee agrees to return unexpended funds and any interest thereon to FOSI. The Grantee also agrees to return any funds that are not covered by accepted reports within ninety (90) days of the final report due date, or by the deadline given by FOSI, whichever is later.

GRANTEE'S RESPONSIBILITY, AUTHORITY

This Agreement exists solely between FOSI and the Grantee, regardless of the Grantee's use of third parties for the Project. The Grantee shall, at all times, be responsible for execution of the Project and all salary, social security, legal, and taxation matters related to the execution of the Project and expenditure of the grant. The Grantee shall hold FOSI harmless from any damage or injury of any kind resulting from or caused by any act or omission of the Grantee related to this Project.

The Grantee has no authority to act as an agent of FOSI; it shall not enter into any agreement on behalf of FOSI, or bind FOSI in any way.



CONSEQUENCES OF NON-COMPLIANCE

If the Grantee fails to use the grant funds for the purpose of the grant as set forth herein or if the Grantee fails to provide FOSI with narrative and financial reports properly substantiating the use of the grant funds for such purpose in a timely manner, or if FOSI is not satisfied that the Grantee is in full compliance with all the terms of this Agreement and the Grantee does not cure such failure upon FOSI's demand, FOSI may, at its sole discretion, immediately stop funding the Grantee. Furthermore, such non-compliance with the terms of this Agreement may also result in the Grantee becoming ineligible to receive further grants from FOSI and other entities within the Open Society Foundations.

TERMINATION

Notwithstanding the above consequences of non-compliance, if FOSI determines that the Grantee is in violation of any of the provisions of this Agreement, then FOSI may, at its sole discretion, terminate this agreement with 30 days' notice. The Grantee's repayment obligation in case of termination shall be limited to funds not yet already spent or irreversibly committed by the Grantee in good faith and in compliance with the terms of this Agreement up until the date of termination.

CHOICE OF LAW AND FORUM

This Agreement shall be interpreted in accordance with the laws of Switzerland, without regard to any conflict of law provisions, and any legal proceeding arising out of this Agreement shall be brought in the courts of Zug, Switzerland.

ENTIRE AGREEMENT, COUNTERSIGNATURE

This Agreement, together with the proposal and budget approved by FOSI, represents the final and complete understanding of the parties related to the grant award for the Project. 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 FOSI. Notwithstanding the foregoing sentence, if OSF Services Berlin approves a simplified no-cost extension request of this Agreement from the Grantee, OSF Services Berlin's electronic notification of such approval shall serve as an amendment of this Agreement. In the event of any conflict between this Agreement and the Project proposal or budget materials, the terms and conditions of this Agreement shall prevail. This grant award is conditional upon FOSI receiving an executed copy of this Agreement from the Grantee no later than 60 days from the date indicated on Page 1 of this Agreement.

Please return an executed copy of this letter to us, keeping a copy for your records.


On behalf of FOSI, may I extend my best wishes for the success of your Project.

Very truly yours,


Foundation Open Society Institute (FOSI)

Agreed to and accepted on behalf of the Grantee:

Signed: _____


Giorgi Kldiashvili, Executive Director
Institute for Development of Freedom of Information (IDFI)

Date: 06/06/2019

FOUNDATION OPEN SOCIETY INSTITUTE (FOSI)

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Data Protection Statement

1. How we use your personal data

In awarding this grant, Foundation Open Society Institute and the Open Society Foundations (OSF Services Berlin GmbH, 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 and only to the extent it is necessary.

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.

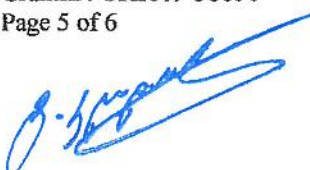
2. Our privacy policy and your rights

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. You are also entitled to make a complaint to the local data protection authority in Switzerland (the Office of the Federal Data Protection and Information Commissioner FDPIC).

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](#).



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APPROVED BUDGET (USD)

Expenses	FOSI FUNDING
1. Personnel	\$125,409.00
2. Training, Events and Travel	\$46,272.00
3. Administrative	\$35,020.00
4. Unforeseen	\$4,134.02
TOTAL USD :	\$210,835.00

