




EWMI Grant Number	G-1584-18-211-3024-20
Type of Grant	Standard Grant Award
Funder	United States Agency for International Development (USAID)
Prime Award Program Name	Promoting Rule of Law in Georgia Activity (PROLoG)
Prime Award Number	AID-114-A-15-00004, awarded in 2015
Prime Award CFDA Number	98.001, USAID Foreign Assistance for Programs Overseas
Subrecipient Project Name	Supporting the Reform of the Supreme Court of Georgia
Grant Start Date	12/15/2018
Grant End Date	07/15/2019
Total Estimated Amount	25,852 USD
Total Cost Share	364 USD
Obligated Amount	25,852 USD
Subrecipient Name	Institute for Development of Freedom of Information
Subrecipient Registration Number	204569617
Subrecipient Entity Type	Non-profit organization
Subrecipient Address	3 Griboedov str. 0108, Tbilisi, Georgia
Subrecipient Authorized Signatory	Giorgi Kldiashvili
Subrecipient Program Manager	Levan Avalishvili
Subrecipient Financial Manager	Ketevan Esvanjia
Subrecipient DUNS Number	683527652
EWMI PROLoG Contact Info	Tel: (995 32) 505 404, 5, Marjanishvili Street, 3rd Floor, Tbilisi, Georgia
EWMI PROLoG Head of Financial Operations, Grants and Contracts	Lela Ksovreli
EWMI PROLoG Chief of Party	Giorgi Chkheidze

The Grant is the entire agreement and supersedes all other written or oral agreements. Individuals signing below certify that they have legal authority to enter into binding agreements on behalf of their respective organizations and have completed all formalities and other actions required by their By-Laws and Articles of Incorporation or similar charter documents, and all applicable laws, to authorize execution and performance of the Grant. This agreement consists of this Cover Page, and the following Annexes, all of which together shall constitute an integral part hereof:

- Annex A: Schedule
- Annex B: Project Description
- Annex C: Project Budget
- Annex D: Grant Disbursement Schedule
- Annex E: Grant Technical and Financial Reporting Guidelines
- Annex F: USAID Standard Provisions

EWMI:	
Neil Weinstein, Deputy Chief of Party 	Date: 12/14/18
Adrian Hewryk, President 	Date: December 19, 2018

ACCEPTED AND CERTIFIED: Institute for Development of Freedom of Information	
Signature: 	Date: December 14, 2018
Name: Giorgi Kldiashvili Title: Executive Director	



ANNEX A: SCHEDULE

1. **Purpose:** The purpose of the Grant is detailed in Annex B: Project Description. The Subrecipient, (hereinafter also referred to as, "Grantee") agrees to inform EWMI-PROLoG immediately in writing if there are any difficulties or substantial changes to the implementation of the Project.
2. **Ceilings and Funding:** The **Total Estimated Amount** (indicated on the cover page) is the total amount to be provided by EWMI for work to be performed under this Grant. EWMI hereby obligates funds to the Subrecipient up to the **Obligated Amount** (indicated on the cover page). EWMI is not required to reimburse the Subrecipient for any costs in excess of the **Obligated Amount**. Further increments of funds above the **Obligated Amount** up to the **Total Estimated Amount** will be made at EWMI's discretion by amendment, subject in all cases to availability of funds from the funder.
3. **Use of Funds:**
 - A. The Grant funds may only be used to cover costs actually incurred and expended during the Grant Period that are verifiable from the Subrecipient's records and that are allowable, allocable, reasonable, and necessary for the performance of the Project. Under United States tax laws and by the terms of this Grant, all funds paid to the Subrecipient pursuant to this agreement and any income earned thereon (together, the "Grant Funds") must be expended solely for charitable, scientific, literary, or educational purposes as described in Section 170(c) (2) (B) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"). This Grant is made solely for the purposes stated in this agreement, and the Grant Funds may not be expended directly or indirectly for any other purpose without the prior written approval of EWMI-PROLoG.
 - B. Any Grant Funds that are not expended or committed for the purposes of the Grant must be returned to EWMI-PROLoG within three working days after receiving Grant completion letter from EWMI PROLoG.
 - C. The following uses of Grant Funds provided hereunder are prohibited (i) to re-grant the funds to another person or entity; or (ii) to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive.
 - D. The following uses of Grant Funds provided hereunder are prohibited unless the Subrecipient receives prior written approval from EWMI-PROLoG: (i) to attempt to influence legislation; (ii) for international travel; (iii) to procure equipment (including vehicles and furniture) not identified in the attached approved Project Budget (Annex B).
 - E. The organization must follow the procurement guidelines included in the Annex to the grant agreement
 - F. If the Subrecipient fails to use the Funds for the stated purpose or if the Subrecipient violates or is reasonably likely to violate the conditions of this agreement, EWMI-PROLoG reserves the right to take any remedial action(s) provided for in the Grant or otherwise permitted in accordance with applicable law. All rights reserved by the preceding sentence are cumulative, and may be exercised singly or in any combination as deemed appropriate by EWMI-PROLoG.
4. **Budget:** The detailed budget for the Project, which outlines both EWMI-PROLoG and the Subrecipient's contributions, is attached as Annex C. Any increase or decrease in a budget line item exceeding 10% of the grant budget line item requires prior written approval from EWMI-PROLoG.
5. **Disbursements:**
 - A. Disbursement of the Grant funds will be effected in accordance with the Tentative Disbursement Schedule (see Annex D1), once the countersigned original of this Grant agreement has been received. The Subrecipient must provide to EWMI-PROLoG the bank information.
 - B. All payments will be made by wire transfer in GEL to Subrecipient at the Bank Account to be provided by the Subrecipient. Payment will be based on the commercial exchange rate prevailing on the payment date at the commercial bank used by EWMI- PROLoG to make the wire transfer to the Subrecipient. Any fees charged by the Subrecipient's Bank for incoming wire transfers will not be reimbursed by EWMI-PROLoG.
 - C. On a case-by-case basis, EWMI-PROLoG, at its sole discretion, may link funds disbursement to a set of deliverables by the Subrecipient. If applicable, these deliverables are listed at the end of the Project Description in Annex B. These may be modified from time-to-time in consultation with the Subrecipient.
 - D. Subsequent to the initial disbursement, Subrecipient will be paid quarterly in advance of expenditure based on a Subrecipient Financial Projection (See Annex D2). All payments shall also be subject to [i] the availability of funds from USAID for the purpose, [ii] applicable grant

limitations and ceilings. [iii] EWMI review of the prior quarter period financial reports. EWMI will strive to timely disburse the funds requested, however, Subrecipient should budget for the likely lag in time between the submission and acceptance of the quarterly financial reports by EWMI. EWMI reserves the right to not approve the full amount projected by the subrecipient in any given quarter.

- E. The Subrecipient will, during the period in which any Grant Funds remain unexpended, continuously keep the Grant Funds in a separate bank account exclusively for the purposes of this Grant, or maintain a fund accounting system sufficient to ensure financial integrity of the Grant. Interest earned on Grant Funds will be refunded to EWMI-PROLoG.
- F. The Subrecipient will charge expenditures made in furtherance of the Grant purposes against the Grant, maintain all receipts and records of expenditures attributable to this Grant, and keep records adequate to enable the use of Grant Funds to be checked readily.

6. Narrative and Financial Reporting:

- A. The Subrecipient will submit an electronic and a hard copy of the interim and final narrative and financial reports to: Anna Jobava, Civil Society and Grants Advisor, at ajobava@ewmi.org and Lela Ksovreli, Head of Financial Operations, Grants and Contracts, at lksovreli@ewmi.org respectively.
- B. Interim Narrative and Financial Reports are due within 10 days after the end of each quarter and each month respectively, from project start date or as noted in the approved Project Description (Annex B). Final Performance and Financial Reports are due within 15 days of the end of the Grant Period, as defined above. Format for the narrative and financial reports can be found in Annex E of this Agreement.
- C. The register and financial reports to be submitted monthly by the organization must be reviewed and signed by the Chairman as well as these are prepared by the FM. Disbursements under the grant will only be upon review and approval of these reports by PROLOG.
- D. The organization must submit all the required detailed supporting documentation (the type of supporting documentation expected for each budget category is included in the Annex to the grant agreement) with each monthly register and financial report for review by PROLOG.
- E. The Subrecipient agrees to keep these records along with copies of reports submitted to EWMI-PROLoG for at least six (6) years from the date of submission of the final expenditure report, and make these records available to EWMI-PROLoG, USAID and/or its designees at reasonable times.
- F. Upon request, the Subrecipient agrees to provide any other reports or information, which EWMI-PROLoG believes necessary to keep it fully apprised of the status or use of the Grant Funds. The Subrecipient shall also allow EWMI-PROLoG or USAID staff and representatives to conduct evaluations, audits or other assessments of the Project, which may involve visits to observe, review and discuss the Subrecipient's operations, financial records, and other materials connected to the Project. The Subrecipient shall cooperate fully with all efforts and provide assistance and input as may be reasonably requested by the evaluator(s).

7. **Cost-Sharing:** During the Grant Period, the Subrecipient shall secure cost share in accordance with the Project Budget in Annex B. Contributions must qualify as Subrecipient Cost-Share, as described in Detailed Financial Reporting Guidelines in Annex E. The Subrecipient shall record and report the cost-share contributions as required by Annex E and the sample financial reports. The Subrecipient must inform EWMI-PROLoG promptly if it fails, or expects to fail, to fulfill its required Cost-Share. This applies for the grant period as a whole or for specific funding periods. Any adjustment to Subrecipient's required Cost-Share is subject to EWMI-PROLoG's sole discretion. If Subrecipient fails to fulfill its required Cost-Share, EWMI-PROLoG reserves the right to reduce the Grant, or require Subrecipient to refund a corresponding amount of the Grant.

8. Title to Property:

- A. All property or equipment furnished by EWMI-PROLoG pursuant to this Grant or purchased with Grant Funds must be used to support the activities specified in the Grant.
- B. Title to such property or equipment vests with the Subrecipient on the condition that the Subrecipient does not encumber such property or use it for any other purpose without the express written consent of EWMI-PROLoG.
- C. The Subrecipient is required to maintain property records and to provide EWMI-PROLoG with an inventory of any property or equipment purchased with Grant Funds hereunder until final property title is transferred to Subrecipient. Annex E4 may be used by the Subrecipient to record property acquired under the Grant.
- D. Upon project completion, the Subrecipient shall submit the property or equipment list, request prior approval on final disposition of property or equipment, and subsequently dispose of it as

instructed by EWMI-PROLoG in writing. Should the Subrecipient be approved to retain the property or equipment purchased under the Grant, the property or equipment shall be used to further program objectives

9. Debarment and Suspension:

- A. The Subrecipient must not transact or conduct business under this award with any individual or entity that has an active exclusion on the System for Award Management (SAM) (www.sam.gov) unless prior approval is received from the EWMI-PROLoG and the Funder. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the Subrecipient has any questions about listings in the system, these must be directed to the EWMI-PROLoG contact person listed on the cover page.
- B. The Subrecipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780. EWMI-PROLoG and Funder may disallow costs, annul or terminate the transaction, debar or suspend the recipient, or take other remedies as appropriate, if the Subrecipient violates this provision. Although doing so is not automatic, EWMI-PROLoG may terminate this award if a Subrecipient or any of its principals meet any of the conditions listed in paragraph C. below. If such a situation arises, EWMI-PROLoG will consider the totality of circumstances including the Subrecipient's response to the situation and any additional information submitted when EWMI-PROLoG determines its response.
- C. The Subrecipient must notify EWMI-PROLoG immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award are presently excluded or disqualified from doing business with any U.S. Government entity
- D. Principal means—
 - (1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
 - (2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—
 - (i) Is in a position to handle Federal funds;
 - (ii) Is in a position to influence or control the use of those funds; or,
 - (iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

10. Preventing Terrorist Financing:

- A. The Subrecipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/qa_sanctions_list.shtml)

11. Anti-Corruption:

- A. The Subrecipient represents and warrants that it, its affiliates, directors and employees: (i) have not and will not engage in the bribery of local or foreign officials in connection with any matter; and (ii) maintain and enforce a policy that prohibits bribery of local or foreign officials.
- B. Subrecipient shall ensure that its personnel avoid any corrupt practice including the offering, giving, receiving or soliciting of anything of value to influence the act of any public official or any officer or employee of EWMI-PROLoG. Subrecipient shall also ensure that its personnel avoid fraudulent practice including but not limited to misrepresentation of facts or misleading statements in order to influence a financial or procurement action, Grant execution or administration, or any accounting reports or financial statements, to the actual or potential detriment of EWMI-PROLoG or USAID.

- 12. **Anti-Trafficking:** EWMI-PROLoG may terminate this Grant immediately if the Subrecipient, or any employee or agent of the Subrecipient (i) engages in severe forms of trafficking in persons; (ii) procures a commercial sex act; (iii) uses forced labor in the performance of the Project, (iv) or promotes, supports, or advocates the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed

to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

13. **Anti-Discrimination:** EWMI-PROLoG is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and USAID policy, EWMI-PROLoG prohibits discrimination, including harassment, in its own workplace, on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. Further, EWMI-PROLoG strongly encourages all its Subrecipients and vendors (at all tiers), to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases, subject to applicable law. The Subrecipient agrees to promote the principles of non-discrimination on these expanded bases in the implementation of its programs.
14. **Corrective Action and Fraud Awareness Reporting:** If an issue should arise concerning compliance with any Article of the Subaward relating to ethics and integrity, or Subrecipient becomes aware of any instances of fraud, waste, abuse, conflict of interest concerning its staff, consultants, vendors or lower tier recipients on this project, Subrecipient must immediately notify EWMI in writing with a description of the issue, the pertinent facts as known on the date of the notice, conclusions reached by Subrecipient as of that date, and corrective actions proposed. Notification can be sent through a letter addressed to the authorized signatory on the Cover Page or can be sent directly via email to compliance@ewmi.org. Failure to respond aggressively and appropriately to such issues may be treated by EWMI as a material breach of the Subaward; Subrecipient shall reimburse EWMI for any costs, delays, losses, damages or other liabilities (including reasonable costs and fees of attorneys and expert consultants) incurred by EWMI as a result of any occurrence raising the aforesaid issues.
15. **USAID-Related Provisions**
 - A. **Donor Identification:** The Subrecipient is obligated to include the logos and/or name of EWMI-PROLoG and the U.S. Agency for International Development (similarly located and of similar size and appearance as all others) in all Project-related printed materials, including brochures, leaflets, posters, appearing either at the top or at the bottom of the front cover, or if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. The Subrecipient should submit draft publications for EWMI-PROLoG's review to ensure that the material is properly branded. Please send publication material to Anna Jobava, Civil Society and Grant Advisor at ajobava@ewmi.org
 - B. **Donor Required Language:** Any "public communications" as defined in 2 CFR 700.1, funded by USAID, in which the content has not been approved by USAID, must contain the following disclaimer:

"This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of the Subrecipient and do not necessarily reflect the views of USAID or the United States Government."
 - C. **Publication Copies:** The Subrecipient shall provide EWMI-PROLoG with at least a hard copy (where applicable) and one electronic copy of all published works and/or other written work developed under the Grant. In summary, each publication should include the following information: 1) descriptive title; 2) author(s) name; 3) date of publication; 4) USAID and EWMI logos; 5) software name and version if electronic document is sent; and 6) the disclaimer as per Donor Required Language paragraph above.
 - D. **Copyright Use:** The Subrecipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this Grant, but both EWMI-PROLoG and USAID reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for their own purposes.
 - E. **Participant Training:** Grant-funded training must comply with ADS 253 and other applicable USAID policies and procedures. With respect to each training activity, Subrecipient shall consult with EWMI-PROLoG as soon as possible after the Effective Date, and in any event before the training is conducted, to establish any procedures that may be required in order to implement USAID requirements in this regard. For in-country training that is two consecutive days or more in duration, or 16 contact hours or more scheduled intermittently, the Subrecipient shall notify EWMI-PROLoG and submit specific reporting requirements.
 - F. **People with Disabilities:** In implementing the Project, the Subrecipient shall demonstrate a comprehensive, consistent approach to including men, women and children with disabilities, and shall not discriminate against such individuals.

- G. Gender: USAID policy requires that gender issues must be addressed as appropriate. Activity planning shall include consideration of gender, and the Subrecipient shall look for gender implications or opportunities in implementing the Project, seeking to address embedded gender issues and promote gender equity as appropriate. Gender indicators should be defined and tracked; gender sensitive criteria should be developed for training; and the need for increased gender balance in areas such as advocacy and training should be consciously addressed. Including gender means assessing how the problems of men and women may be different; how the impact of activities may differently affect men and women; and how men and women may contribute to results in different ways. To the greatest extent possible, the Subrecipient shall seek to include both men and women in all aspects of the Grant, including participation and leadership [e.g., meetings and training.]. Under-represented women should be included in both training and technical assistance activities, ensuring gender-equitable participation.
- H. Applicable Rules and Regulations: The Subrecipient acknowledges and agrees that this Grant is subject to all applicable U.S. government rules and regulations, including without limitation: (1) 2 CFR 200 Subpart E, Cost Principles; (2) USAID Regulation 28 (22 CFR Part 228), Rules for Procurement of Commodities and Services Financed by USAID; (3) the USAID Inspector General's Guidelines for Financial Audits Contracted by Foreign Subrecipients and pertinent provisions of Automated Directives System ("ADS") Chapter 591, Financial Audits of USAID Contractors, Subrecipients and Host Government Subrecipients, (4) Standard Provisions for Non-U.S., Non-governmental Subrecipients listed in Annex F all other USAID rules referred to in any of the foregoing (including, without limitation, all provisions of the ADS and associated References and Interim Updates); provided, however, that, except to the extent that the context clearly requires otherwise, all references to USAID shall be deemed to be replaced with EWMI-PROLoG. Copies of the above may be obtained through the Internet, at OMB and USAID Web sites, as part of the ADS-CD series, or upon request from EWMI-PROLoG. Upon request, EWMI-PROLoG will assist the Subrecipient in obtaining copies of these documents.
- I. Annual Audit: If the Subrecipient expends \$300,000 or more in USAID awards in its fiscal year, it must have an annual audit conducted for that year in accordance with "Guidelines for Financial Audits Contracted by Foreign Subrecipients." If this is not the case in any particular year, the Subrecipient shall notify EWMI-PROLoG promptly in writing, and EWMI-PROLoG may require a limited-scope audit at any time at its sole discretion. In either case, the Subrecipient shall forward a copy of the audit report to EWMI-PROLoG within one month of completion. "USAID awards" means, in addition to the Grant, other USAID grants, cooperative agreements, and subawards and cost-reimbursable procurement contracts under USAID grants and cooperative agreements.
- J. Lobbying Certification: By signing this Grant, the Subrecipient hereby certifies that, to the best of its knowledge and belief, that no U.S. federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any U.S. agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any U.S. Federal contract, the making of any U.S. Federal grant, the making of any U.S. Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
- K. Flow-Down Provisions: The Subrecipient agrees and acknowledges that, to the extent that it uses consultants or contractors to work on the Project using Grant Funds (each, an "Agent") the Subrecipient shall enter into an agreement with such Agent that includes the provisions contained herein under "Use of Funds", "Anti-Corruption", Preventing Terrorist Financing", "Debarment and Suspension", "Anti-Trafficking", and "VAT and Customs Taxes and Reporting". All applicable standard provisions flowed down to the Subrecipient are listed in Annex F.
- L. VAT and Customs Taxes and Reporting: The Subrecipient agrees to take all reasonable steps to secure all available direct or indirect exemptions, reductions, remissions, and/or rebates regarding any VAT or customs duties to which it might be subject under the Grant. In addition, to the extent feasible, before paying and charging to the Grant any VAT or customs duties, the Subrecipient shall notify EWMI-PROLoG in writing, and shall engage in such consultations with EWMI-PROLoG as EWMI-PROLoG may request. On each quarterly financial report (Annex E3), the Subrecipient should indicate whether or not they have paid any VAT/Custom Duty for that quarter. If the Subrecipient has paid VAT/Custom Duty, the Subrecipient must submit a report on the amount assessed by the Government of Georgia on commodity purchase transactions valued at \$500 or more. This report, to be submitted with the quarterly financial report, should include date of invoice, amount of invoice, amount of VAT or customs duty paid, claims submitted, and if any reimbursements were received during that reporting period. For the purposes of this Section,

“Commodity” means any material, article, supply, goods, or equipment, and “foreign taxes” means value-added taxes (VAT) and custom duties assessed by a foreign government on a commodity financed with U.S. assistance. It does not include foreign sales taxes. A sample VAT report form may be obtained by the Subrecipient from EWMI-PROLoG.

16. Other Terms and Conditions:

- A. Release: The Subrecipient acknowledges that neither USAID nor EWMI-PROLoG assumes any liability for third party claims for damages or otherwise arising out of or relating to the Grant or Subrecipient’s performance of Project. The Subrecipient releases EWMI-PROLoG and USAID from and against any claim or liability at law or in equity arising out of or relating to the Grant and implementation of the Project. EWMI-PROLoG is not responsible for any employment or contractual relationship with Subrecipient staff whether employees or independent contractors, nor assumes any tax or contractual responsibilities for activities that are developed or implemented by the Subrecipient.
- B. Disputes: Any dispute arising out of, relating to, or resulting from this Grant and the Project that cannot be resolved by amicable consultation between the parties shall be finally resolved by binding arbitration, at the New York City offices of the American Arbitration Association (“AAA”) pursuant to the AAA’s Rules of Commercial Arbitration or such other place as the Parties may subsequently agree upon in writing. A single arbitrator will be mutually selected by EWMI-PROLoG and the Subrecipient, and the parties will share equally in all arbitration costs, except that each party will be responsible for its own attorney’s fees. The arbitrator will have no power to add to, subtract from or otherwise modify this agreement, and may not award attorney’s fees as an element of damages.
- C. Suspension: The Agreement may be suspended in whole or in part, at any time, or from time to time: (i) by mutual agreement, (ii) by EWMI-PROLoG decision in response to Funder termination, suspension, other limitation of EWMI-PROLoG funding, or a change in implementation; or (iii) for Subrecipient default or substantial noncompliance with the requirements of the Agreement. In each case, written notice will be issued stating the effective date of the action and what funds, if any will be available to support expenditure after such date.
- D. Termination:
- EWMI-PROLoG may unilaterally terminate this Agreement, at any time, in whole or in part, for any of the following reasons: (i) material noncompliance by Subrecipient, (ii) Subrecipient’s financial insolvency, bankruptcy, assignment in favor of creditor, or similar or comparable status (iii) Funder termination or non-funding of all or part of the EWMI Prime Award with the Funder (iv) EWMI-PROLoG may unilaterally terminate the Agreement for convenience.
 - Both EWMI-PROLoG and Subrecipient may terminate the Agreement at any time, in whole or in part, upon such terms and conditions as may be agreed between EWMI-PROLoG and Subrecipient. Termination by the Subrecipient shall be prospective only, and shall not affect the requirement to fulfill all then-existing obligations under the Grant.
 - Termination shall be effected by written notice to the terminated Party, which notice shall identify the basis for termination, the reason(s) thereof, the effective date of the action, a statement identifying which part (or all) of the remainder of the Grant Period or the Subrecipient program activities is terminated, and procedures and standards, as appropriate, for phasedown costs and submission of final invoices.
 - Unless otherwise stated in the termination notice, or as otherwise approved on a case by case basis, EWMI-PROLoG shall not be obligated to reimburse Subrecipient for any expenses incurred after the termination effective date. Subrecipient shall, effect and expeditious but orderly phasedown of the Subrecipient’s program activities and implementation efforts (including and without limitation, subcontracts and lower-tier subawards). Reasonable phasedown costs will be reimbursed. Notwithstanding termination, EWMI-PROLoG’s obligation to reimburse termination costs under this Article shall in all respects be subject to Funder funding and, if required, Funder approval.
 - As soon as practicable following termination, EWMI PROLoG will initiate closeout activities.
- E. Compliance with Law: This Grant is subject to and shall in all respects be construed in accordance with the laws in effect in the State of New York in the United States of America, without giving effect to its conflict of law principles.
- F. Governing Language: The governing language of this Grant, the Project, and any communication with regard to either of the foregoing, shall be the English language.



Part 1: Scope of Work

The project aims at producing a study on institutional organization, authority and functions of the Supreme Court of Georgia that will identify major challenges and offer recommendations for their solution. The project will specifically look into the appointment, accountability and removal of Supreme Court Justices, their specialization and rules and practices of case assignment, and institutional organization and functions of the Supreme Court, paying particular attention to the role and authority of the Supreme Court Plenum. The need for the proposed research is acute given that the new Constitutional rules entering into force upon the swearing in of the next President of Georgia, expected to be held by the end of 2018. The new rules significantly increase the number of justices and introduce their lifetime appointment.

The project will produce a comprehensive analysis of legislative framework of the Supreme Court and based on this analysis and the study of relevant international standards and best practices, produce recommendations for legislative changes. The Coalition for Independent and Transparent Judiciary will base their advocacy on this report and recommendations. The project team will involve an international expert to review and validate the results of the study. The team will hold a workshop for the High Council of Justice (HCOJ) and the Supreme Court members to discuss the research findings and recommendations. The project team will also hold meetings with the Parliament Legal Committee and Ministry of Justice representatives to advocate for the adoption of recommendations developed through the project.

Expected Results:

As a result of the project:

- A comprehensive analysis of legislative framework for the Supreme Court and relevant international standards and best practices will be produced.
- Recommendations for legislative changes will be produced, based on the research report.
- The Coalition for Independent and Transparent Judiciary will actively advocate for the proposed recommendations and legislative changes, engaging with the HCOJ, the Parliament, and the MoJ.

Project Work Plan (months):

Project Activities	I	II	III	IV	V	VI	VII
Prepare and present a document on appointment of Supreme Court Justices	X	X					
Researching public info, legislative and policy documents, international standards and best practices, in-depth interviews			X	X	X		
Finalization of the report					X	X	X
Workshops with the HCOJ and the Supreme Court							X
Public presentation of the report							X
Submission of legislative proposals to the Parliament							X

Project Deliverables:

The project will deliver the following outputs:

- comprehensive analytic report of the legislation and international best practices;
- legislative proposals for improving the current legislation on selection and appointment to the Supreme Court of Georgia.

Part 2: Project Monitoring Plan and Additional Deliverables if any

- The project quarterly and final narrative reports shall include the following data:
- Number of meetings held through the project;
- Number of participants in the meetings;
- Number of recommendations made;
- Number of regulatory changes reflecting the project recommendations adopted;
- Number of project publications;

ANNEX C – PROJECT BUDGET

Annex C1: Summary project budget

Line Item	Total	In Cash Contribution	GYLA subaward	Request from PROLoG
1. Salaries	\$31,745.00	\$0.00	\$14,000.00	\$17,745.00
2. Rent and Utilities:	\$959.00	\$287.00	\$0.00	\$672.00
3. Supplies:	\$182.00	\$77.00	\$0.00	\$105.00
4. Communication and postage:	\$280.00	\$0.00	\$0.00	\$280.00
5. Contractual Services	\$4,030.00	\$0.00	\$0.00	\$4,030.00
6. Other Direct Costs	\$3,020.00	\$0.00	\$0.00	\$3,020.00
TOTAL BUDGET	\$40,216.00	\$364.00	\$14,000.00	\$25,852.00



Annex C2: Detailed project budget

Line Item	Cost per Unit	Unit	Unit Number	Total	In Cash Contribution	GYLA subaward	Request from PROLoG
1. Salaries							
1.1 Project Director IDFI (20%)	\$600.00	month	7	\$4,200.00			\$4,200.00
1.2 Senior Legal Expert IDFI (40%)	\$650.00	month	7	\$4,550.00			\$4,550.00
1.3 Legal Expert/Analyst IDFI (100%)	\$1,000.00	month	7	\$7,000.00			\$7,000.00
1.4 Senior Legal Expert GYLA (90%)	\$1,100.00	month	7	\$7,700.00		USD 7,700	\$0.00
1.5 Legal Expert/Analyst GYLA (100%)	\$900.00	month	7	\$6,300.00		USD 6,300	\$0.00
1.6 Financial Manager IDFI (20%)	\$250.00	month	7	\$1,750.00			\$1,750.00
1.7 Health insurance of the IDFI project staff	\$35.00	month	7	\$245.00			\$245.00
Subtotal for Salaries:				\$31,745.00	\$0.00	\$14,000.00	\$17,745.00
2. Rent and Utilities:							
2.1 Office rent	\$96.00	month	7	\$672.00			\$672.00
2.2 Utilities	\$41.00	month	7	\$287.00	\$287.00		\$0.00
Subtotal for rent and utilities:				\$959.00	\$287.00	\$0.00	\$672.00
3. Supplies:							
3.1 Printer cartridge	\$15.00	month	7	\$105.00			\$105.00
3.2 Office supplies and stationery	\$11.00	month	7	\$77.00	\$77.00		\$0.00
Subtotal for supplies:				\$182.00	\$77.00	\$0.00	\$105.00
4. Communication and postage:							
4.1 Phone and communication expenses	\$40.00	month	7	\$280.00			\$280.00
Subtotal for Communication and				\$280.00	\$0.00	\$0.00	\$280.00
5. Contractual Services							
5.1 International expert honoraria	\$1,500.00	expert	1	\$1,500.00			\$1,500.00
5.2 International expert accommodation	\$120.00	day	4	\$480.00			\$480.00
5.3 International expert travel expenses	\$800.00	ticket	1	\$800.00			\$800.00
5.4 International expert per diem	\$50.00	day	5	\$250.00			\$250.00
5.5 PR Expert	\$500.00	month	2	\$1,000.00			\$1,000.00
Subtotal for Contractual Services				\$4,030.00	\$0.00	\$0.00	\$4,030.00
6. Other Direct Costs							
6.1 Final presentation expenses in Tbilisi (venue, catering and equipment rental)	\$24.00	participant	50	\$1,200.00			\$1,200.00
6.2 Printing of the report	\$5.00	copy	100	\$500.00			\$500.00
6.3 Translation of documents	\$15.00	pages	47	\$705.00			\$705.00
6.4 Simultaneous translation	\$100.00	hour	3	\$300.00			\$300.00
6.5 Printing advocacy materials	\$35.00	month	7	\$245.00			\$245.00
6.6 Bank charges	\$10.00	month	7	\$70.00			\$70.00
Subtotal for Other Direct Costs:				\$3,020.00	\$0.00	\$0.00	\$3,020.00
TOTAL BUDGET				\$40,216.00	\$364.00	\$14,000.00	\$25,852.00

ANNEX D - GRANT DISBURSEMENT SCHEDULE

The EWMI-PROLoG Grants Administration Unit (GAU) will provide assistance in planning this projection, if needed by the Subrecipient. The Subrecipient agrees to provide the spending projection sheet at an agreed upon date, as determined by the EWMI-PROLoG GAU.

Annex D1: Tentative disbursement schedule

Estimated Date	Period Covered	Description	Estimated Amount (USD)
December 20, 2018	December 15 – March 31, 2019	Upon signing the contract	\$12,000
April 15, 2019	April 1 – June 30, 2019	Upon submission of interim narrative and financial reports	\$11,000
July 15, 2018	July 1 – July 14, 2019	Upon submission of interim narrative and financial reports	\$2,852
		Total:	USD 25,852

Grantee Bank Details

Bank Name: Bank of Georgia
Beneficiary Name: Institute for Development of Freedom of Information
Grantee Acct. Number: **GE60BG000000769812100**

Annex D2: Subrecipient Financial Projection Form

Grantee Financial Projection				
Projected Expenditures for the Period from: 1st May 2015 To: 1st Jul 2015				
Grantee Name:				
Grant Number:				
Grant Period:				
Date Prepared:				
1 Total Approved Budget:				
2 Disbursements to Date:				
First Installment:				
Second Installment:				
Third Installment:				
Fourth Installment:				
Total all funds sent :				\$0.00
3 Expenses to Date:				
Including cash on hand & Projection expense (3rd month of the current quarter)				
1. Salaries				
2. Fringe Benefit				
3. Rent & Utilities				
4. Office Supplies				
5. Equipment				
6. Communication & Postage				
7. Travel & Per Diem				
8. Contractual Service				
9. Other Direct Cost				
<u>Projection expense (3rd month of the current quarter)</u>				
<u>Advance to Project Activities</u>				
<u>Cash on hand</u>		\$0.00		
Expenses to date - Including cash on hand & Projection expense (3rd month of the				\$0.00
4 Projection Expenses:				
	May 2015	Jun 2015	Jul 2015	Total Amounts
1. Salaries				\$0.00
2. Fringe Benefit				\$0.00
3. Rent & Utilities				\$0.00
4. Office Supplies				\$0.00
5. Equipment				\$0.00
6. Communication & Postage				\$0.00
7. Travel & Per Diem				\$0.00
8. Contractual Service				\$0.00
9. Other Direct Cost				\$0.00
Total Projection:	\$0.00	\$0.00	\$0.00	\$0.00
5 Transfer Request:				
Total Projected Expenses		\$0.00		
LESS: Cash on hand		\$0.00		
Total Transfer Request:				\$0.00
6 Remaining Grant Balance:				
Total Budget		\$0.00		
LESS: Expenses to date - Including cash on hand & Projection expense (3rd		\$0.00		
LESS: Total transfer request		\$0.00		
Budget Amount Remaining:				\$0.00
Prepared/Checked by:		Verified by:		Approved by:
Accountant		Program Manager		Executive Director
Date:		Date:		Date:
Please Print, Sign, and Send to EWMI				

ANNEX E: GRANT TECHNICAL AND FINANCIAL REPORTING GUIDELINES

Technical Reporting Guidelines

The Subrecipient will submit the **final narrative report (Annex E1)** within 15 days of the expiration of the Grant Period. The report will summarize the overall achievements of the Project and identify any specific program objectives that were not attained. This report should include:

INTRODUCTION

- Subrecipients name, grant number, project title, grant start and end date, date when report was submitted.

SECTION I - ACOMPLISHMENTS

- Major activities carried out during project's implementation, specifying location, groups/institutions that were targeted and/or benefited from the activities;
- Significant results and accomplishments because of project's implementation;
- Success stories that illustrate project's impact.

SECTION II - REFLECTIONS

- Comments and suggestions on activities not fully completed;
- Obstacles encountered by the Subrecipient in the process of the project implementation and measures taken to address them;
- Reflections and lessons learned;

SECTION III – MONITORING AND EVALUATION

The Subrecipients should report on the following indicators:

- The number of citizens that support Subrecipients advocacy efforts, disaggregated by gender (women/men); age set (up to 26 years old, older than 26 years old); and ethnic back ground, if relevant. These are citizens that attend a meeting, sign a petition, attend a meeting of the local council, and participate in other activities, organized by the Subrecipient. The Subrecipient should have in file documentation that proves the citizens' participation in project's activities.
- The number of media reports on Project's activities or impact, disaggregated by print and electronic media reports. The Subrecipient should provide copies of print media reports and a list of the electronic media reports specifying the media outlet, the name of the TV/radio program, location, and date.

SECTION 5 - ATTACHMENTS

- List of attachments
- Copies of print media report, digital pictures, list of participants, etc. (to be submitted in either hard or electronic versions)

ANNEX E1:

Project Final Narrative Report

Not to exceed 10 pages in total.

If you have any questions regarding the completion and submission of this report, please feel free to contact Anna Jobava, Civil Society and Grants Advisor at ajobava@ewmi.org

General Information:	
Organization:	
Grant number:	
Project title:	
Report submission date:	
Project start and end date:	
Contact person for the project (name, phone, e-mail):	
Total project budget:	
Expenditure:	
Remaining balance:	

Assessment of the Project Results		
<i>Have you achieved the objectives set in the start of the project? Please indicate all objectives as noted in the proposal and describe the progress/results achieved. Provide concrete (documents) means of verification for each result/achievement.</i>		
Objective	Achievements/results	Means of Verification
1.		
2.		
3.		
4.		
5.		
6.		

Engaging the beneficiaries	
<i>Please describe how beneficiaries' (institutions, and/or individual citizens and groups of citizens) participation was ensured and reflected in the project.</i>	
How did you involve project's beneficiaries in project's implementation?	
How did your activities affect the beneficiaries?	
How did you assess beneficiaries' satisfaction?	

Please describe project's most notable success

Problems/obstacles encountered:
<i>Please provide information regarding main internal and external obstacles encountered during the project. Were you able to address these problems? If yes, how? If no, why?</i>

Additional information
<i>Please provide any additional information relevant to the project's implementation, results and challenges not addressed in the other questions.</i>

Changes to the project (if any)
<i>Please describe any major changes made to the project. This can include changes made to the project's scope of work, schedule, and budget.</i>

Total number of people who participated in project activities during the life of the project (from the beginning to the end)	
<i>Summary information from interim reports.</i>	
Total Number of people:	
Gender:	Men: Women:
Age:	Under 26: 26 and above:
Ethnicity:	

Region(s):	
-------------------	--

Project sustainability
<i>Please explain how the project activities/achievements will continue in the future.</i>

Lessons learned
<i>Looking back on the design and implementation of your project, what would you do differently? What aspects of the project should be approached differently in a similar situation in the future?</i>

Your suggestions for improving EWMI PROLoG's grant-making process (i.e., grant competition announcement, grant selection, grant administration, monitoring, etc.)

Attachments:	
<i>Please attach supporting documentation including photos, audio-video materials, newspaper articles, reports, attendance sheets, training materials, etc. Please name and number the attachments as indicated in the list below. Add as many rows and attachments as needed.</i>	
Attachment 1:	
Attachment 2:	
Attachment 3:	
Attachment 4:	
Attachment 5:	
Attachment 6:	
Attachment 7:	

Financial Reporting Guidelines

- A. *Eligible Costs*: Subrecipient will be funded for its reasonable, allocable, allowable and necessary costs of implementing the Subprogram in compliance with all of the terms and conditions of the Subaward, including the Applicable Cost Principles (collectively, “eligible costs”).
- B. *Quarterly Financial Reports and Monthly Report Register*: The Subrecipient should submit a *quarterly financial report* (Annex E3) and a *monthly register report* (Annex E2). The quarterly financial report and register report will be due within **10 days** of the end of the prior month. A register report should list, in detail all expenses incurred during the reporting period. In lieu of the register report, the Subrecipient may submit a detailed General Ledger report of the costs incurred during the reporting period. A proper financial report should include the following sections:
- Approved Budget
 - Expenditures in prior period
 - Expenditures this period
 - Expenditures to date
 - Budget Balance
 - Required certification Each proper financial report must include the following certification signed by Subrecipient’s authorized representative: “By the signature of its authorized representative below, the Subrecipient certifies, as a condition of receiving payment, that as of the date of submission all information provided in the financial report is current and correct; Subrecipient remains eligible to receive the funds sought and its certifications in the Subaward remain valid; all costs were actually incurred for the Subaward Program and are allowable, allocable, and reasonable under the Applicable Cost Principles, and all other requirements of the Subaward have been met; payment of the sum claimed is due and proper under the Subaward and applicable law; appropriate refund will be made to EWMI-PROLoG in the event of material noncompliance with the terms and conditions of the Subaward, and such detailed supporting information as EWMI-PROLoG or USAID may require will be furnished promptly on request.”
 - VAT/Custom Duty payment confirmation
- C. *Final Financial Report*: The Subrecipient should submit the *final financial report* within **15 days** of the expiration of the Subaward Period. The Subrecipient agrees to provide a full and complete final financial report to EWMI-PROLoG accounting for the expenditure of all Subaward Funds using the format in Annex E3, program income received, if any, and to promptly return any unexpended funds. The final financial report will also include the final property inventory list of equipment and furniture purchased using the Subaward funds or received from USAID EWMI-PROLoG.
- D. *Non-compliance*: Failure to certify a financial report, or use of an incorrect financial report format, or failure to provide required information, or the submission of financial reports that otherwise do not comply with the Subaward, will result in the financial reports being returned to Subrecipient for correction.
- E. *Supporting Documentation*: Subrecipient must comply with the Applicable Cost Principles for all costs incurred under the Subaward. Subrecipient is not required to submit detailed supporting documentation with each financial report. However, EWMI shall have the right to require Subrecipient to provide documentation to adequately substantiate all costs charged to the Subaward. Section 3, “Detailed Financial Reporting Guidelines” below, has detailed guidance on the type of supporting documentation expected to be provided by Subrecipient for costs billed under the Subaward. With respect to funds paid and goods furnished to lower-tier subrecipients, contractors, Project end-users/beneficiaries and other third parties, Subrecipient shall, except as otherwise approved, secure and retain legible, originally signed receipts.
- F. *Additional Financial Report*: Subrecipient shall also provide in a timely manner such additional financial reports and information as EWMI may request.

Detailed Financial Reporting Guidelines

- A. *General Information:* The main purpose of these guidelines is to describe in detail the procedures for preparing financial reports, recording and reporting expenses, preparing supporting documents, and procuring and recording assets and services acquired by the Subrecipient using project funds.

In accordance with the USAID Mandatory Standard Provision - **Allowable Costs (December 2014):**

- (i) The Subaward Funds shall be used for costs incurred in carrying out the purposes of this award that are determined by EWMI-PROLoG to be reasonable, allocable, and allowable in accordance with the terms of this award and the applicable cost principles in effect on the date of the award. It is the Subrecipient's responsibility to ensure that costs incurred are in accordance with the applicable set of Cost Principles.
- **Reasonable Costs** means costs that are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.
 - **Allocable Costs** means costs that are incurred specifically for the award.
 - **Allowable Costs** means costs that conform to any limitations in the award.
- (ii) Prior to incurring a questionable or unusual cost, the Subrecipient is advised to obtain from EWMI-PROLoG a written determination on whether the cost will be allowable. Subaward Funds shall be used for costs incurred in carrying out the purposes

NOTE: EWMI will not approve any line item labeled as “miscellaneous” or “contingency”.

- B. *Expense Categories:* General expense categories are as follows:

(i) *Salaries;* (ii) *Fringe Benefits;* (iii) *Rent and utilities;* (iv) *Supplies;* (v) *Equipment;* (vi) *Communications and postage;* (vii) *Travel and per diem;* (viii) *Contractual services;* (ix) *Other direct costs.*

- (i) *Salaries.* This category shall include direct costs for the services provided by full time employees working on the project. Calculation of these expenditures shall be based on employment contracts concluded by the organization's director with the organization's employees. The Subrecipient files should maintain in its files supporting documentation for salaries expenses includes original monthly timesheets showing the actual number of hours spent on the project, copies of employment contracts, and calculations of taxes and prorated salary amounts when an employee has worked less than 40 hours per week. Salaries may be paid only to those employees identified in the approved project budget. This line item shall not include consultants' fees, honoraria, temporary personnel services and all other payments for services provided. Services provided on a contract basis and consultants' fees shall be reflected as a separate line item entitled: "Contractual Services", as described below in point (viii).
- (ii) *Fringe Benefits.* This line item shall reflect income tax contributions required by local law, and other employee benefits such as 13th month salary, health insurance, medical plan and retirement benefits. Fringe benefits may be expressed as percentage of the employee's fixed salary as indicated by the approved budget, or may be based on actual costs. Copies of payment receipts should be maintained as supporting documents for fringe benefits.
- (iii) *Rent and utilities .*This category shall include rental of office space for the project and associated utilities payments. Documentation for these expenditures should be maintained by the Subrecipient. Utilities include electricity, heat and water. This line item shall not include expenses for rented space (room) for holding a conference or a training seminar, but rather shall be reflected in "Other direct costs", as described below in point (ix).
- (iv) *Supplies:* This category shall include purchases of office supplies, such as paper, pens, folders, printer and photocopier cartridges, computer diskettes, pantry supplies and other office consumables.
- (v) *Equipment:* This category shall include purchases of equipment for project implementation. Equipment is defined as any tangible personal property having a useful life of more than one year and an acquisition cost of US\$500 or more per unit, or as defined by Subrecipient's policies if less than US\$500.

- (vi) *Communications and postage:* Communications includes telephone, fax, e-mail, and Internet expenses and stamps, express mail services, and courier services.
- (vii) *Travel and per diem:* This category includes transportation costs for local travel, and per diem to cover accommodations, meals and incidental expenses incurred while on official business travel. Subrecipients shall adopt reasonable travel and per diem policies, as agreed with EWMI-PROLoG. Fuel costs for a project vehicle are allowable costs, provided that project-related trips are recorded in a vehicle log and that the fuel consumption charged to the project corresponds to the kilometer readings indicated on the vehicle log. The vehicle log must include the following information: date, vehicle license number, vehicle make and model driver's name, passenger's name, point of departure, destination, odometer reading on departure and arrival, departure time and arrival time, purpose of the trip and signature of the passenger.
- (viii) *Contractual Services:* This line item includes services provided on a contract basis, including: consultant fees, honoraria, temporary personnel services, translation services, rented or leased equipment, audit fees, legal fees, accounting services (if performed by an outside auditor, on a contract basis, and not by in-house auditors). Travel expenses for consultants should not be included under this item. (Travel expenses should be included in Travel and Per Diem).
- (ix) *Other Direct Costs:* This line item shall include any direct costs other than the ones mentioned under the above cost items. Examples of costs, which may be included under this line item, are:
 - Printing costs;
 - Meeting and seminar expenses (office/conference room rental, coffee breaks and meals for participants, audiovisual services, interpretation, etc.);
 - Reference materials;
 - Bank fees.

Supporting documents, such as invoices, "paid" receipts, and bank statements, must be *maintained* by Subrecipient for each expense recorded under this category.

C. *Procurement:* The authorized geographic code for procurement of goods and services under this Agreement is 110 and 937 as described in 22 CFR 228, which includes Georgia, the United States, Newly Independent States and developing countries but excluding advanced developing countries and the foreign policy restricted countries. This provision is applicable only in cases when costs of goods and services are covered by EWMI-PROLoG funds.

- (i) *Bid Analysis:* The Subrecipient should follow its own documented procurement policies with clear procedures for competitive bids. However, should the Subrecipient not have documented procurement policies with clear thresholds for competition, before procuring equipment, supplies or services in an amount exceeding US\$500 per unit, (or less should the Subrecipient's documented procurement policies stipulate an amount less than \$500), the Subrecipient shall obtain at least three competitive bids in writing. *Note:* The Subrecipient's threshold for obtaining competitive bids shall not be more than US\$3,000. The Subrecipient shall maintain as part of its procurement records an analysis of the bids obtained and the basis for vendor selection. The following supporting documents related to each procurement action must be maintained by the Subrecipient:
 - Request for bids/proposals;
 - At least three (3) offers on vendors' official stationary or stamp; or, if three offers cannot be obtained, an explanation of the reason(s) why three offers cannot be obtained, for example, specialized services that are offered by only one vendor
 - Basis for vendor selection; for example, vendor selection may be based on price competitiveness, quality of equipment, supplies or services provided, availability of equipment, supplies or services, a combination of these elements, or other considerations relevant to the purpose and use of the equipment, supplies or services; and
 - Unit cost or individual item cost
- (ii) *Invoices for Goods:* The vendor's invoice must indicate:

- Description of goods
 - Quantity
 - Unit price
 - Total amount of goods purchased
 - Date of purchase and purchaser's name.
 - If applicable, Proof that the vendor has received payment for the goods.
- (iii) *Invoices for Services:* For services, the supplier shall draw up and sign a statement of work completed. The project director shall review the statement of work completed, and if the work has been satisfactorily completed, will countersign the statement to indicate acceptance and to authorize payment for services.
- (iv) *Proof of payment for goods and services:* The Subrecipient shall maintain the relevant proof of payment to the vendor which includes but is not limited to any of the following, a bank remittance advice, an acknowledgement of receipt of payment from the vendor, bank statement.
- (v) *Proof of receipt of services or goods:* The Subrecipient shall also maintain for each procurement action, the proof of having received the goods or services purchases. Such proof of receipt may include but is not limited to an Act of Acceptance, Goods Received Note or Statement of Work completed to be provided by the Vendor.

NOTE: Any procurement of goods or services in excess of \$500 per unit or the competition threshold defined by the Subrecipient's policies if different that are not otherwise specified in the approved budget contained in Annex C requires a written approval in advance by the EWMI-PROLoG Grants Administration Unit.

- D. *Subrecipient Cost Share:* Subaward agreements that require a Subrecipient cost share shall be subject to the guidelines provided in this section. The Subrecipient shall provide tangible or monetary assets in an amount specified by the approved project budget. This amount may be a fixed sum or a percentage of the total budget as indicated in the grant agreement. Cost share contributions are subject to the USAID Standard Provision **Cost Share (June 2012)**.

The restrictions on the source, nationality and origin of the goods mentioned in the Standard Provision "**USAID Eligibility Rules for Procurement of Commodities and Services (June 2012)**" are not applied to the procurement of goods and services out of the Subrecipient's cost share contribution.

Cost share contributions, both cash and in-kind, shall be accepted as part of the costs expended by the Subrecipient when such contributions meet all of the following criteria:

1. Are verifiable from the Subrecipient's records;
2. Are not included as contributions for other USA government assistance program;
3. Are necessary and reasonable for proper and efficient accomplishment of project objectives;
4. Are types of expenses that would be allowable and applicable in such cases;
5. Are not covered out of the U.S. Government or EWMI-PROLoG funds under other awards or agreements; and
6. Are provided for in the approved budget.

E. *Administration*

1. *Accounting*

- The Subrecipient shall maintain records of the EWMI-PROLoG funds, in compliance with the USAID Mandatory Standard Provision - **Accounting, Audit and Records (December 2012)**, as well as International Accounting Standards.
- The Subrecipient shall maintain the necessary sub-accounts and registers to record inflows and outflows of funds provided by EWMI-PROLoG as well as cost-share funds provided by the Subrecipient.
- Financial records related to the use of the grant funds and Subrecipient's own share, as well as other sources shall include requests for proposals, agreements

with suppliers, labor agreements, invoices, payment receipts, bank statements and other documents confirming the inflow and outflow of funds during the period covered by the grant agreement.

- During the implementation period, the Project will be monitored and evaluated by the EWMI-PROLoG Grants Administration Unit (GAU) staff. Monitoring and evaluation by the GAU may include on-site visits.

2. Property Management

All property procured with grant funds shall be used exclusively for the performance of the activities described in the Subrecipient's project proposal and shall be subject to a control system, which must include:

- Identification of each property item acquired or furnished under the award by a serial identification number and by the property item description. Each item shall be clearly marked with the following "EWMI-PROLoG property".
- The acquisition cost of each property item purchased or furnished under the award.
- The location of each property item purchased or furnished under the award.
- A record of any usable components removed from the list of EWMIPROLoG property items as a result of the latest upgrade or otherwise.
- The official property control records shall be kept in such condition that the status of property acquired or furnished under this award may be readily ascertained at any point during project implementation.
- The Subrecipient will also, for the duration of the project, maintain and administer a program for maintenance, repair, and safeguarding of property purchased with EWMI-PROLoG funds.

- F. *Closeout procedures:* Closeout of the grant agreement is the process whereby EWMI-PROLoG determines whether the Subrecipient has fulfilled all administrative requirements provided for in the Subaward Agreement. The grant closeout date will be the last day of the Subaward Period. If grant activity is not completed and funds remain, the Subrecipient may request in writing to the EWMI authorized personnel, an extension to the grant period. The extension must be submitted no later than two weeks prior to the expiration of the original grant period.

The grant closeout procedure includes the following:

- (i) The Subrecipient shall refund any balances of unobligated cash that EWMI-PROLoG has advanced or paid to it.
- (ii) The Subrecipient shall submit all financial and performance reports as required by the terms and conditions of the award.
- (iii) Upon EWMI-PROLoG authorization, the Subrecipient shall make adjustments to the PROLoG share of costs after the reports are received and analyzed.
- (iv) The Subrecipient shall report on any equipment and furniture acquired with PROLoG funds or otherwise received from EWMI-PROLoG, and follow EWMI-PROLoG's instructions as to the final disposition of the equipment and furniture.

In the event a final audit has not been performed prior to the termination of the subaward agreement, EWMI-PROLoG reserves the right to recover an appropriate amount after fully considering the auditors' assessment of disallowable or doubtful costs detected during the final audit.

Annex E2: Register Report

Register Report / ხარჯების უწყისი

Grantee / გრანტის მიმღები ორგანიზაცია			
Grant Number / გრანტის ნომერი			
Grant Period / საგრანტო პერიოდი			
Reporting Period / ანგარიშგების პერიოდი			
	GEL amount თანხა (ლარი)	Ex. Rate გაცვლითი კურსი	USD amount თანხა (დოლარი)
Opening Balance / საწყისი ნაშთი	GEL 0.00		USD 0.00
Amount received during reporting period / კვირის განმავლობაში ჩარიცხული თანხა	GEL 0.00		USD 0.00
Total: სულ:		GEL 0.00	USD 0.00

Line #	Doc Ref. # ქვ. #	Budget Code / ბიუჯეტის კოდი	Budget item / ბიუჯეტის გრაფა	Date თარიღი	Description of Expenditure ხარჯი	GEL amount თანხა (ლარი)	Ex. Rate გაცვლითი კურსი	USD amount თანხა (დოლარი)
1						GEL 0.00		USD 0.00
2						GEL 0.00		USD 0.00
3						GEL 0.00		USD 0.00
4						GEL 0.00		USD 0.00
5						GEL 0.00		USD 0.00
6						GEL 0.00		USD 0.00
7						GEL 0.00		USD 0.00
8						GEL 0.00		USD 0.00
9						GEL 0.00		USD 0.00
10						GEL 0.00		USD 0.00
11						GEL 0.00		USD 0.00
12						GEL 0.00		USD 0.00
13						GEL 0.00		USD 0.00
14						GEL 0.00		USD 0.00
15						GEL 0.00		USD 0.00
16						GEL 0.00		USD 0.00
17						GEL 0.00		USD 0.00
18						GEL 0.00		USD 0.00
19						GEL 0.00		USD 0.00
20						GEL 0.00		USD 0.00
21						GEL 0.00		USD 0.00
22						GEL 0.00		USD 0.00

	GEL amount თანხა (ლარი)	Ex. Rate გაცვლითი კურსი	USD amount თანხა (დოლარი)
Total: სულ:	GEL 0.00		USD 0.00
Closing Balance: ნაშთი:	GEL 0.00		USD 0.00
Cash in bank: ბანკის ნაშთი:			
Cash on hand: თანხა ხელში:	-		
Difference: სხვაობა:	GEL 0.00		USD 0.00

Signatures: ხელმოწერები:

Accountant: ბუღალტერი:

Project Manager: პროექტის მენეჯერი:

Executive Director:

Date: თარიღი:

Date: თარიღი:

Date: თარიღი:

Annex E3: Financial Report

Grantee Financial Report

Grantee Name:	Program Name:
EWMI Grant Number:	Subaward Ceiling:
Grant Period:	Obligated Ceiling:
Reporting Period:	

No.	Budget Line Items	Approved Budget			Expenditures in Prior Period from: mm/yyyy-			Expenditures in this Period from: mm/yyyy-mm/yyyy			Expenditures to Date from: mm/yyyy-mm/yyyy			Budget Balance		
		EWTI	Share	TOTAL	EWTI	Share	TOTAL	EWTI	Share	TOTAL	EWTI	Share	TOTAL	EWTI	Share	TOTAL
1	Salaries															
2	Fringe Benefits															
3	Rent and Utilities															
4	Supplies															
5	Equipment															
6	Communications/Postage															
7	Travel and Per Diem															
8	Contractual Services															
9	Other Direct Costs															
	Total:															

VAT and/or Custom Duties:

Was there any commodity purchases transaction equivalent to US\$ 500 or more on which Value-Added Tax or custom duties paid to a foreign government? **Yes** ___ **No** ___
 Were there any reimbursements of VAT during the quarter? **Yes** ___ **No** ___
 If Yes, please submit the VAT tracking form, which should include date of invoice, amount of invoice, amount of VAT or customs duty paid, claims submitted, and any reimbursements received.

"By the signature of its authorized representative below, the Grantee certifies, as a condition of receiving payment, that as of the date of submission all information provided in the financial report is current and correct; Grantee remains eligible to receive the funds sought and its certifications in the Subaward remain valid; all costs were actually incurred for the Subaward Program and are allowable, allocable, and reasonable under the Applicable Cost Principles, and all other requirements of the Subaward have been met; payment of the sum claimed is due and proper under the Subaward and applicable law; appropriate refund will be made to EWMI-PROLoG in the event of material noncompliance with the terms and conditions of the Subaward, and such detailed supporting information as EWMI-PROLoG or USAID may require will be furnished promptly on request."

AUTHORIZATION

Project		Date:	
Director:		Date:	
Accountant:		Date:	
Executive		Date:	
Director		Date:	

Annex E4: Inventory Form

Inventory Form

Name of the organization _____ Grant number: _____

As of Date: _____

Item	Model	Serial number	Date of purchase	Amount paid GEL	Receipt (yes/no)	Vendor	Location
1							
2							
3							
4							
5							
6							
7							
8							
9							

Signatures: Project Director _____ Accountant _____



ANNEX F - USAID STANDARD PROVISIONS

Certain Standard Provisions for Non-U.S., Nongovernmental Grantees must be applied by PROLoG and flow down to all Grants. These clauses, copies of which are available at:

1. EWMI PROLoG’s website, or
 2. USAID’s Web site and its ADS-CD series, or which will be provided by PROLoG in hard copy upon request, are hereby incorporated in the Subaward.
- (“MSP” = Mandatory Standard Provision; “RAA” = Required as Applicable Standard Provision):

Standard Provisions			
Type	No.	Title (Version Date)	Adaptation/Implementation
MSP	1	Allowable Costs (December 2014)	No change ¹
MSP	2	Accounting, Audit, & Records (December 2012)	No change ²
MSP	3	Amendment of Award and Revision of Budget (August 2013)	Supplemented by Grant Letter
MSP	4	Notices (June 2012)	No Change
MSP	5	Procurement Policies (June 2012)	
MSP	6	USAID Eligibility Rules for Procurement of Commodities and Services (June 2012)	
MSP	7	Title to and Use of Property (December 2014)	
MSP	8	Submissions to the Development Experience Clearing house and Data Rights (June 2012)	
MSP	9	Marking and Public Cmmunications under USAID-funded Assistance (December 2014)	
MSP	10	Award Termination and Suspension (December 2014)	
MSP	11	Recipient and Employee Conduct (August 2013)	
MSP	12	Debarment Suspension (June 2012)	See note below ³
MSP	13	Disputes and Appeals (December 2014)	

¹ With respect to all Standard Provisions, except where the context clearly requires a different result, words (and those of similar import as well as related words) should be adjusted as follows: “recipient” means Subrecipient; “award” means “the Grant or Subaward”; and “USAID,” “Government,” and “Grant Officer” mean EWMI. In addition, references to approvals, decisions, instructions, determinations, and notices by any person other than the “grantee”/“recipient” shall be deemed to mean EWMI, and all references to USAID, U.S. Government and appropriated funds shall be deemed for purposes of the Standard Provisions to mean the funds obligated in the Grant.

² Notwithstanding note 1 above, “USAID awards,” “USAID funds,” and words of similar import in clauses (b) – (e) of this Provision shall be deemed to refer to USAID itself, and to awards by EWMI-PROLoG with USAID funds, but not to EWMI-PROLoG awards funded from any other non-USAID source.

³ The Subrecipient must comply with the certification requirements of this clause and must not transact or conduct business under this award with any individual or entity excluded, suspended or debarred as indicated on the System for Award Management (www.sam.gov)

Standard Provisions			
MSP	14	Preventing Terrorist Financing (August 2013)	
MSP	15	Trafficking in Persons (June 2012)	
MSP	16	Voluntary Population Planning Activities – Mandatory Requirements (May 2006)	
MSP	17	Equal Participation by Faith-based Organizations (June 2012)	
MSP	18	Nondiscrimination (June 2012)	
MSP	19	USAID Disability Policy – Assistance (June 2012)	
MSP	20	Limiting Construction Activities (August 2013)	
MSP	21	USAID Implementing Partner Notices (IPN Portal for Assistance) – (July 2014)	
MSP	22	Pilot Program for Enhancement of Subrecipient Employee Whistleblower Protections (September 2014)	
MSP	23	Submission of Datasets to the Development Data Library (October 2014)	
RAA	1	Advance Payment and Refunds (December 2014)	
RAA	2	Reimbursement Payment and Refunds (December 2014)	
RAA	5	Central Contractor Registration and Universal Identifier (December 2014)	
RAA	6	Reporting Subawards and Executive Compensation (December 2014)	
RAA	7	Subawards (December 2014)	
RAA	8	Travel and International Air Transportation (December 2014)	
RAA	10	Reporting Host Government Taxes (June 2012)	
RAA	11	Patent Rights (June 2012)	
RAA	12	Exchange Visitors and Participant Training (June 2012)	
RAA	14	Cost Share (June 2012)	
RAA	15	Program Income (December 2014)	
RAA	22	Voluntary Population Planning Activities – Supplemental Requirements (January 2009)	