

**Grant Agreement**  
**No. 2023-FP-IDFI-01**

This grant agreement (the "Agreement" or "Grant") is made by and between the Zinc Network Limited ( or "Zinc"), located at 230 Blackfriars Road, London, SE1 8NW, UK and the Institute for Development of Freedom of Information ("IDFI" or the "Grantee"), a Non-commercial Legal Entity registered in Georgia with company number 204569617 whose registered office is at 20 Taras Shevchenko Street, 0108 Tbilisi, Georgia and is effective as of May 1, 2023.

**AUTHORITY**

Zinc Network Limited is a for-profit organisation registered under the laws of England and Wales. This Agreement is funded under Cooperative Agreement # 72011420CA00002 from the United States Agency for International Development ("USAID"),

AGREEMENT consists of the following sections:

- I. Terms and Conditions
- II. Attachment A Scope of Work
- III. Attachment B Milestone Schedule
- IV Attachment C: USAID Standard Provisions for Non US NGO

**I Terms and Conditions**

**1. Agreement Type**

This is a fixed price agreement which provides payments based on the deliverables submitted by the due date and then approved by Zinc as detailed in the milestone schedule.

**2. PURPOSE.**

See Attachment A for the detailed scope of work.

**3. Period of Performance**

This grant begins on May 1, 2023 and ends on 31 October, 2023 with the submission of the final deliverable.

**4. AMOUNT**

The total amount of this award is \$10,000 USD (to be paid in Georgian Lari, using NBG ER) as supported in Attachment B Milestone Schedule.

**5. PAYMENT TERMS**

Grantee payment is based on the approval of deliverables outlined in the Milestone Schedule for the amount allocated for the deliverable. The date listed is the time the deliverable is due and will be paid after it is approved by Zinc. Payment for approved deliverables will be made in 30 days. Verification of Bank Account and Authorization Form will support electronic payments. Any changes to bank details need to be formally submitted and verified by Zinc. No cash advances are allowable.

## 6. CONTACT INFORMATION (can split for program & finance)

### a. Grantee Contact

Giorgi Kldiashvili, Executive Director

[g.kldiashvili@idfi.ge](mailto:g.kldiashvili@idfi.ge)

20 Taras Shevchenko Street, Tbilisi, Georgia

### b. Zinc Contact:

Giorgi Tabagari

[giorgi.tabagari@zincnetwork.com](mailto:giorgi.tabagari@zincnetwork.com)

4 Tamar Chovelidze Street, 6th Floor, Tbilisi, Georgia

### c. Notices shall be in writing and delivered by post, or email to the person identified.

## 7. FINANCIAL RECORDS AUDIT

Zinc Network, its donor, or either of their duly authorized representatives, shall have the right of timely and unrestricted access to any books, documents, papers and any records of Subrecipient which are directly pertinent to the work being performed under this Subgrant. If such an inspection/evaluation is performed, Subrecipient agrees (a) to make its premises, and those of any second-tier subcontractors or subrecipients, available and (b) to provide all reasonable facilities and assistance consistent with the convenience and safety of ZINC representatives. All such inspections/evaluations shall be performed so as not to unduly delay work under this Subaward.

Financial records, supporting documents, statistical records, and all other records pertinent to this Subgrant shall be retained for a period of three years from the date of submission of the final expenditure report.

## 8. Data Protection

- i. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

- ii. The parties acknowledge that for the purposes of the Data Protection Legislation, Zinc the is the data controller and Grantee is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
    - iii. Without prejudice to the generality of clause i, Zinc will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Grantee for the duration and purposes of this agreement.
  - b. Without prejudice to the generality of above clause the Grantee shall, in relation to any Personal Data processed in connection with the performance of this grant
    - i. process that personal data only on the written instructions of Zinc unless the Grantee is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Grantee to process Personal Data (Applicable Laws). Where the Grantee is relying on the laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Ganteer shall promptly notify Zinc of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Grantee from doing so;
    - ii. ensure that the Grantee has in place appropriate technical and organisational measures, reviewed and approved by Zinc to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
    - iii. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
  - c. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
    - a) The Grantee or Zinc has provided appropriate safeguards in relation to the transfer;
    - b) The data subject has enforceable rights and effective legal remedies;
    - c) The Grantee complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
    - d) The Grantee complies with reasonable instructions notified to it in advance by Zinc with respect to the processing of Personal Data;
    - e) Assist the Zinc in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
    - f) Notify Zinc without undue delay on becoming aware of a Personal Data breach;
    - g) At the written direction of Zinc, delete or return Personal Data and copies thereof to



Zinc on termination of the agreement unless required by Applicable Law to store the Personal Data; and

- h) Maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by Zinc or Zinc's designated auditor.
- d. Zinc does not consent to the Grantee appointing any third-party processor of Personal Data under this agreement.

## 9. INTELLECTUAL PROPERTY RIGHTS

Copyright and neighbouring and related rights, moral rights, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

The Grantee holds rights for deliverables created and funded through this agreement.

## 10. BRANDING & MARKING

Use of the Zinc or USAID logo in this funded activity requires Zinc and USAID approval. Please request approval for any publications, trainings or events 3 weeks prior. Detailed specifications on the logos and format and use will be shared after approval.

## 11. DISPUTES

The Parties shall exert their best efforts, in good faith, to consult together to resolve all issues between the Parties. An issue that cannot be resolved in this way after a reasonable time shall be treated as a Disagreement.

- (1) In the event of a Disagreement, either Party (the "Initiating Party") may submit to the other Party (the "Receiving Party") a written statement, specifically designated as a Notice of Disagreement, briefly describing the nature of the problem, the Initiating Party's position regarding the problem, the material facts and arguments in favor of such position, and a statement of actions or other relief requested.
- (2) Within 30 days after receipt of a Notice of Disagreement, the Receiving Party shall issue a written decision (a "Decision"), specifically designated as such, with supporting findings and reasons, and promptly communicate it to the Initiating Party.
- (3) Notwithstanding the existence of an issue, disagreement or dispute, or the conduct of an arbitration, under this Article, the Grantee shall, unless otherwise mutually agreed between the Parties, continue to perform its obligations under the Subaward.



(4) If the Dispute is not resolved within 30 days after service of the notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with Jurisdiction clause.

## 12. JURISDICTION

The governing law for this grant agreement, its validity and performance, and the surrounding circumstances involving the Parties, shall be the law of England and Wales, without regard to its conflicts of law principles. If any provision(s) of this Subaward violates any applicable law or mandatory public policy, or is otherwise restricted, prohibited, or unenforceable, such provision(s) shall, be ineffective in the jurisdiction in which they are prohibited. The remaining provisions shall continue and remain in full force and effect.

## 13. TERMINATION

This grant may be terminated for any of the following reasons by providing prior written notice to the Subgrantee:

(a) Default: ZINC may terminate this Subgrantee immediately if Subgrantee, for any reason whatsoever, fails, refuses, or is unable to perform the work or to make satisfactory progress within the time specified or does not comply with the terms and conditions of this award.

(b) Termination of Prime Award: ZINC may terminate this Grant in the event its Agreement from the funder is terminated; in which case Grantee shall make every reasonable effort to comply with the directions of the ZINC authorized Officer in preparing a claim for submission to ZINC. This termination provision will also apply should funding from the funder to ZINC, for this project be cancelled or insufficient for completion.

(c) For Convenience: ZINC may terminate this Grant in whole or in part, including any approved activities hereunder, by providing ten (10) days advance written notice of the effective date of termination to the Subgrantee and, in the case of partial termination, the portions of the award that will be terminated. ZINC shall be responsible for satisfying all its outstanding debts and obligations properly and reasonably incurred by Grantee.

The Grantee may terminate the Grant with written notice to ZINC. Such notice should include the reason for the termination, the date of termination, and, in the case of partial termination, the portions of the award being terminated. If the grantee terminates the grant in part, ZINC may elect to terminate the grant in whole if, in ZINC's judgment, the partial continuation of the subgrant is not in the best interests of the program.

ZINC may also suspend a grant for any reason. If ZINC needs to suspend a grant, the grantee will

receive a written notice giving the reason for the suspension, the date the suspension is effective, and the date (if known) that the suspension will be lifted. If the suspension is not for cause, ZINC may negotiate with the Grantee what administrative cost may continue to be charged to the grant during the suspension period.

#### 14. CONFLICTS OF INTEREST

Grantee warrants that neither by entering into this agreement nor performing scope of work hereunder shall result in an actual or apparent conflict of interest on its part. For purposes hereof, a conflict of interests includes, but is not limited to, circumstances under which grantee may become biased with respect to the Services or gain an unfair competitive advantage. Contractor further warrants that it will promptly notify Zinc of any actual or apparent conflict of interest of which it becomes aware after the execution of this agreement. Failure of the Grantee to promptly disclose a conflict of interest shall constitute a material breach of this agreement.

#### 15. GRATUITIES & CORRUPTION.

Grantee will not engage in any corrupt practice (including, without limitation, the offering, giving, receiving or soliciting of anything of value to influence the action of any public official or any officer or employee of Zinc) or fraudulent practice (including, without limitation, misrepresentation of facts in order to influence a procurement practice or the execution or administration of the agreement to the actual or potential detriment of Zinc, or the U.S. Government). Grantee represents and warrants that it, its affiliates, directors and employees: a) have not and will not engage in the bribery of local or foreign officials in connection with any matter; and b) maintain and enforce a policy that prohibits bribery of local or foreign officials.

#### 16. INDEMNIFICATION

The both parties shall hold the other party and USAID harmless against losses or damages including those stemming from injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, which may be suffered by the party, its personnel, consultants, employees and agents or any third party, where such loss or damage is the result of an action, omission, negligence, breach of contract, or violation of law or regulation (including the violation of any intellectual property right) by the other party, its personnel or agents.

#### 17. INDEPENDENT STATUS

The relationship of the Subgrantee to Zinc Network is that of an independent entity and nothing herein shall be construed as creating any other relationship. As such, the Subgrantee shall comply with all laws and assume all risks incident to its status as an independent entity. This includes, but is not limited to, responsibility for all applicable income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for the Subgrantee's protection in connection with work performed under this Subgrant. Neither the Subgrantee nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be agent, representative, or employee of Zinc Network.

#### 18. FORCE MAJEURE



Defined as circumstance not within a party's reasonable control including, without limitation:

- i. acts of God, flood, drought, earthquake or other natural disaster;
  - ii. epidemic or pandemic;
  - iii. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
  - iv. nuclear, chemical or biological contamination or sonic boom;
  - v. any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
  - vi. collapse of buildings, fire, explosion or accident;
  - vii. any labour or trade dispute, strikes, industrial action or lockouts;
  - viii. interruption or failure of utility service.
- b. If Grantee is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event, the Grantee shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- c. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- d. The Grantee shall:
- i. as soon as reasonably practicable after the start of the Force Majeure Event but no later than 7 days from its start, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
  - ii. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- e. If the Force Majeure Event prevents, hinders or delays the Grantee's performance of its obligations for a continuous period of more than 2 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 2 weeks' written notice.

## 19. AMENDMENTS

Modification to any portion of this agreement must be in writing and signed by both Zinc and the Grantee to be effective.

## 20. Certifications and Assurances

**A** - By signing this Grant, Grantee certifies that (i) neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any US Federal Government department or agency; (ii) neither it nor its principals have been convicted of a narcotics offense or have been engaged in drug trafficking as defined in 22 CFR Part 140; (iii) neither it nor its principals are designated affiliates as "specially designated nationals" by the Office of Foreign Asset Control of the US Department of Treasury or UN Security Council Committee sanctions list; (iv) neither it nor its principals have been indicted or convicted on



charges of terrorism or of providing support to terrorists; (v) neither it nor its principals have been indicted or convicted for violating U.S. or global laws against Trafficking in Persons.

**B** - By signing this Grant Grantee certifies that it will take all necessary actions to comply with Executive Order No. 13224 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism.

**C** - By signing this Grant, Grantee certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the subaward or activities resulting from this Subaward that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Grantee further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating such conflict of interest (or apparent conflict of interest).

**D** - Violation of any of these certifications is considered a failure in the performance of Grantee's obligations under the Subaward and will lead to the termination of this Subaward agreement.

By signing this agreement both parties agree to abide by the terms and conditions of the award as specified on the following pages.

**Zinc Network Ltd.**

**IDFI**



**SIGNATURE OF AUTHORIZED PERSON**

**SIGNATURE OF AUTHORIZED PERSON**

**NAME: Scott Brown**

**NAME** *Giorgi Kldiashvili*

**TITLE: Executive Director & Founder**

**TITLE** *Executive Director*

**DATE: 01 August 2024**

**DATE** *02 August 2024*

## Attachment A: Statement of Work

In March 2023, the Information Integrity Coalition made changes in the statute and consequently appointed a Steering Committee for the duration of 2,5 years. Five member organisations were elected by the coalition members:

1. Institute for Development of Freedom of Information (IDFI);
2. International Society for Fair Elections and Democracy (ISFED);
3. Georgia's Reforms Association (GRASS);
4. Franklin Club;
5. European - Georgian Institute – EGI.

Each of the Steering Committee members will be chairing the committee for the period of six months on a rotation basis. Based on the agreement among the Steering Committee members, IDFI was allocated to be the first organisation leading the committee work for the period of 1.05.2023 - 31.10.2023.

In order to ensure effective governance of the Coalition and Steering Committee, the Information Integrity Program will be supporting each of the Steering Committee members once they take over the rotating chairing role. The responsibilities of the Chair include:

- Coordinating and leading the work of the Steering Committee for the period of six months.
- Setting up regular Coalition meetings to coordinate its activities, reach agreement on outstanding issues and distribute tasks among the members.
- Keeping notes of the Coalition meetings and circulating those among members and follow-up implementation against decided deadlines.
- Facilitating drafting of the Coalition statements (including occasionally writing first drafts of the statements), approval and adoption of those statements by the Coalition member organizations.
- Overseeing the Coalition's joint advocacy initiatives through supporting the Coalition to identify the advocacy objectives, creating advocacy strategy and plan, and helping in delivering activities against those objectives.
- Co-organise the Information Integrity coalition's annual conference.
- Co-organise other events related to the coalition's work.

**Attachment B : Milestone Schedule**

Milestone No.	Description of Milestone	Deliverables to be Submitted to verify completion	Completion Date	Amount
1	Coalition work-plan for the period of six months	Workplan	May 2023	\$5,000
2	Final Report includes events, Steering Committee activities	Final Report	November 2023	\$5,000

*f.k.*



ATTACHMENT C

USAID STANDARD PROVISIONS FOR FIXED AMOUNT AWARDS TO NON US NGOS

Incorporated by Reference <https://www.usaid.gov/sites/default/agency-policy/303mat.pdf>

Please note the below clauses from the Standard Provisions

**ALLOWABLE COSTS (NOVEMBER 2020)**

- a. The recipient will be reimbursed for costs incurred in carrying out the purposes of this award in accordance with the terms of this award and the applicable cost principles in effect on the date of this award. The recipient may obtain a copy of the applicable cost principles from the Agreement Officer (AO): 2 CFR 200, Subpart E, Cost Principles 48 CFR 31.2 Federal Acquisition Regulations (FAR) and 48 CFR 731.2 USAID Acquisition Regulations (AIDAR) - Cost Principles for Commercial Organizations
- b. It is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable cost principles, meaning the costs are (1) reasonable: costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business; (2) allocable: incurred specifically for this award; and (3) allowable: conform to any limitations in this award. The recipient must obtain any prior written approvals from the AO that are required by the applicable cost principles. The recipient may obtain the AO's written determination on whether specific costs not clearly addressed in the applicable cost principles are allowable or allocable. The AO reserves the right to make a final determination on the allowability of costs.
- c. USAID will not pay any profit or fee to the recipient or subrecipients of a grant or cooperative agreement. This restriction does not apply to procurements under this award made in accordance with Standard Provision, "Procurement Policies." The recipient must retain documentation to support charges to this award for a period of three years from the date of submission of the final expenditure report in accordance with the Standard Provision, "Accounting, Audit, and Records."

**1. DEBARMENT AND SUSPENSION**

- a. The recipient 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](http://www.sam.gov)) unless prior approval is received from the USAID Agreement Officer. 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 recipient has any questions about listings in the system, these must be directed to Zinc Network.
- b. The recipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780. USAID may disallow costs, annul or terminate the transaction, debar or suspend the recipient, or take other remedies as appropriate, if the recipient violates this provision. Although



doing so is not automatic, USAID may terminate this award if a recipient or any of its principals meet any of the conditions listed in paragraph c. below. If such a situation arises, USAID will consider the totality of circumstances-including the recipient's response to the situation and any additional information submitted-when USAID determines its response.

c. The recipient must notify the Agreement Officer immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award:

(1) Are presently excluded or disqualified from doing business with any U.S. Government entity;

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.

## **2. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS**

The recipient 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/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)).

## **M27 PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT USNGO (JULY 2022)**

a. In accordance with the cost principles in 2 CFR § 200.471, obligating or expending costs for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR § 200.216 are unallowable. Recipients and subrecipients are prohibited from using award funds, including direct and indirect costs, cost share and program income, for such covered telecommunications and video surveillance services or equipment. This provision implements temporary waivers granted to USAID under Section 889(d)(2) that allow the recipient to use award funds for:

(1) All costs for covered telecommunications and video surveillance services or equipment incurred through September 30, 2022, and

(2) Costs for covered telecommunications and video surveillance services or equipment incurred on or after October 1, 2022, through September 30, 2028, only if the recipient has determined that there is no available alternate eligible source for the covered telecommunications and video surveillance services or equipment.

b. After September 30, 2028, in accordance with 2 CFR § 200.471 costs of all covered telecommunications and video surveillance services or equipment as specified in 2 CFR § 200.216 will be unallowable.

[END OF PROVISION]