

Contract Log #CON 12625 CFDA #

SUBAWARD AGREEMENT BETWEEN

THE AMERICAN BAR ASSOCIATION THROUGH ITS FUND FOR JUSTICE AND EDUCATION

AND

Institute for Development of Freedom of Information (IDFI)

FOR

Improving Legal Safeguards for Internet Freedoms in Georgia

THIS Subaward Agreement ("Subaward") is entered into by and between the American Bar Association (ABA), through its Fund for Justice and Education ("ABA") and Institute for Development of Freedom of Information (IDFI) ("Subrecipient").

Whereas, ABA has been awarded Grant No. S-LMAQM-16-GR-1095 ("Grant") award dates are from 06/20/2016 to 06/30/2018 (GRANT) from the U.S. State Department, Bureau of Democracy, Human Rights and Labor ("DRL") ("Donor") to promote the reform of legal systems in 11 countries in Europe and Eurasia; and

Whereas, ABA desires to fund Subrecipient's Project, to ensure and strengthen safeguards and Internet freedoms on the legislative level in Georgia. ("Project"), described in Attachment A of this Subaward, under ABA Line of Business No.6681487 to further the objectives of the Grant. Subrecipient's DUNS unique identifier number No. 683527652.

In consideration of the payments, terms and conditions set forth in this Subaward, Subrecipient agrees to perform the Project in accordance therewith. This Subaward and its Attachments establish the entire agreement between ABA and Subrecipient and may only be changed by prior written approval of both Parties, as set out in Section 34, below.

¹ Catalog of Federal Domestic Assistance numbers can be found at: https://www.cfda.gov/index?cck=1&au=&ck=

TERMS AND CONDITIONS

Article I: General Provisions

- 1. SUBAWARD PERIOD. This Subaward Agreement will become effective on March 1, 2017 and conclude on June 30, 2017, unless extended by notice from ABA or terminated in accordance with paragraph 4 of this Subaward Agreement. No expenses may be incurred beyond the end date of this Subaward Period unless extended by mutual written agreement. In no event shall the end date exceed the end date of the Grant.
- 2. SUBAWARD AMOUNT AND REPORT OF INTEREST EARNED. ABA agrees to grant the Subrecipient an amount not to exceed \$11,649.00 in allowable costs for the implementation of the Project described in Attachment A, in accordance with the budget and compensation schedule set forth in Attachment B ("Budget"), both of which are incorporated by reference herein. Any interest earned in excess of five hundred US dollars (\$500.00) in any calendar year on moneys granted by ABA to Subrecipient under this Subaward Agreement must be reported to ABA and, on ABA's request, must be remitted to ABA.
- 3. SUBAWARD REPRESENTATIVES. Unless otherwise specified under this Subaward for particular activities, ABA designates Ms. Vesna Kardalevska, Regional Coordinator as its representative in carrying out the terms of this Subaward. The Subrecipient designates Mr. Giorgi Kldiashvili, Director as its representative in carrying out the terms of this Subaward. Either designee may be changed upon written notice to the other Party.
- 4. TERMINATION. Either Party may terminate this Subaward Agreement at any time and for any reason, including but not limited to Subrecipient's failure to implement the Project to ABA's satisfaction, by giving written notice of termination to the other Party's representative, and by specifying therein the effective date of the termination, which notice of termination must be received at least thirty (30) days prior to such effective date. ABA shall have the right to terminate this Subaward Agreement immediately if it has good-faith reason to believe that Subrecipient has engaged in financial mismanagement or misfeasance of subaward funds. This Subaward Agreement may be terminated on behalf of the ABA only by its Executive Director, Chief Financial Officer, or Associate Director of Grant Operations & Compliance. In the event of immediate termination, ABA will provide notice in writing.

Notwithstanding the foregoing, if funds to finance this Subaward Agreement become unavailable, ABA may terminate the Subaward Agreement upon no less than twenty-four (24) hours notice by telephone, e-mail or other writing to Subrecipient's representative.

After notice of termination, Subrecipient shall not incur any new obligations with respect to the terminated portion of the Subaward Agreement, and shall terminate any consulting agreements or contracts that relate to the Subaward Agreement. ABA will pay for authorized costs incurred through the date of termination. Subrecipient will furnish all necessary reports of work completed, or in progress, through the date of termination.

5. COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED GRANTS, INCLUDING ANTI-BRIBERY COMPLIANCE CERTIFICATION:

Subrecipient will comply with all applicable provisions contained in 2 CFR § 200 et seq. ("Uniform Guidelines") and any implementing regulations of the Uniform Guidelines as adopted by the Donor.

Unless the prime award provides an exception, for awards funded through the Federal Government in the amount of \$25,000 or more per award, the Subrecipient will register in the US Government's System for Awards Management "SAM".

In compliance with the ABA's Business Conduct Standards and any other applicable ABA policy as may be adopted from time to time, Subrecipient agrees to strictly comply with the Foreign Corrupt Practices Act (15 U.S.C. § 78 dd-2, et seq.) ("FCPA") and other applicable anti-bribery law/anti-corruption law and affirmatively warrants that Subrecipient will not pay, or offer to pay, any foreign government official, including a party official or manager of a state-owned concern, or to any other person, knowing that the payment or promise will be passed on to a foreign official, with the purpose of corruptly (a) influencing any act or decision of that person (b) inducing such person to do or omit any action in violation of his lawful duty, (c) securing an improper advantage, or (d) inducing such person to use his or her influence to affect an official act or decision, in order to assist in obtaining or retaining business for or with, or directing any business to, any person. Subrecipient agrees it is under an affirmative obligation to notify the ABA in the event it has any reasonable suspicion that it or any third party utilized by Subrecipient may be in violation of the FCPA or any other applicable anti-bribery or anti-corruption law. Subrecipient agrees that in the event the ABA reasonably determines that Subrecipient has violated this provision, Subrecipient will return all payments made under this Agreement to the ABA within seven business days. Subrecipient agrees to indemnify and hold the ABA harmless, including for attorney fees and costs, for any and all claims arising out of its breach or asserted breach of this provision.

6. AUDITS AND SITE VISITS. Subrecipient agrees to cooperate in any audit of its organization commenced by ABA, the Donor or their authorized representatives.

Audit activities shall include the examination and/or copying of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data, including other sources of funding for Subrecipient's activities. Deficiencies noted in any audit report must be fully cleared by Subrecipient within thirty (30) days after Subrecipient's receipt of notice of such deficiencies.

ABA reserves the right to perform site visits, which may or may not include an audit, to any location used by Subrecipient in performance of this Subaward at any time and without prior notice to Subrecipient.

- 7. RETENTION OF RECORDS. Subrecipient shall retain program reports, financial records, supporting documents, statistical records and all other records pertinent to the Project for a period of three years from the date ABA submits the final financial report to DRL for the Grant. Records that are the subject of audit findings shall be retained for three years after such findings have been resolved or from the date ABA submits the final financial report to DRL for the Grant, whichever last occurs. Records for equipment acquired with funds under this Subaward shall be retained for three years after final disposition of such equipment or the end of the prime award, whichever comes last.
- 8. LIABILITY. Subrecipient shall indemnify and hold ABA, ABA and their officers, agents and employees harmless against any and all liability imposed or claimed, including reasonable attorney's fees and other legal expenses, arising, directly or indirectly from any act or failure of Subrecipient or Subrecipient's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property or any cause of action of whatever nature, that may arise out of the performance of the Subaward.
- 9. ASSIGNMENTS. No part of this Subaward Agreement shall be contracted, assigned or delegated without the express written approval of ABA.
- 10. CONFIDENTIALITY. Reports, information and data given to or prepared or assembled by Subrecipient under this Subaward shall be kept confidential and shall not be made available to any individual or organization without prior written approval by ABA.
- 11. RELATIONSHIP. The relationship created under this Subaward Agreement between ABA, including ABA, and Subrecipient is that of grantor and grantee, respectively, and in no way creates an employer/employee relationship between them, or between the ABA and ABA and any of Subrecipient's employees or agents.
- 12. LANGUAGE. The official text of this Subaward shall be in the English language.
- 13. WORKERS COMPENSATION. Subrecipient agrees to provide workers' compensation insurance, where applicable, for Subrecipients' employees and agents and agrees to hold harmless and indemnify ABA, ABA, their officers, agents and employees from any and all claims arising out of any injury, disability, or death of any of Subrecipient's employees or agents.

- 14. NATIONAL, STATE AND LOCAL TAXES AND CONTRIBUTIONS. Subrecipient agrees that Subrecipient alone is responsible for paying all applicable required taxes and contributions, including but not limited to national, state and local income tax payments; social security payments; and unemployment, worker's compensation and disability insurance contributions as levied by any governmental entity. ABA will not obtain worker's compensation insurance on behalf of Subrecipient.
- 15. COPYRIGHT. For purposes of the Copyright Act of 1976 and all other applicable copyright laws, ABA shall be the owner of all copyright rights which may flow from the Project as a work made for hire. If any copyrightable product that may result from the Project is not lawfully one made for hire, the Subrecipient hereby assigns to the ABA the entire copyright in and to that product. Material created specifically for use on ABA programs may be shared with other organizations with the written preapproval of ABA.
- 16. OWNERSHIP. All documents and records of any nature, including training materials, notebooks, designs, graphs, tables, cassettes, computer programs, or other work produced in the performance of this Subaward are the property of the ABA. Upon request, these documents and records shall be turned over to the ABA.
- 17. PROHIBITION OF TERRORISM FINANCING. Subrecipient warrants and agrees that it shall comply with all United States laws and Executive Orders prohibiting transactions with and/or the provision of support and resources to individuals and organizations associated with terrorism. The Subrecipient further warrants that Subrecipient, its employees and agents shall abstain from any such activities.
- 18. GOVERNING LAW. This Subaward shall be governed by and construed in accordance with the laws of the State of Illinois, United States of America.
- 19. DISPUTES. The Parties shall use good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Subaward. If the Parties are unable to resolve a dispute, and at the written request of a Party, each Party shall appoint, within seven (7) days of receipt of the written request, a knowledgeable representative with decision-making authority for the matter in dispute. The representatives shall meet within fourteen (14) days of receipt of the written request and shall negotiate in good faith to resolve the dispute. Neither Party nor their representatives may choose personnel or contracted staff of DRL to be a representative in any dispute related to this Agreement.

If the representatives are unable to resolve the dispute within thirty (30) days of receipt of the written request, either Party may demand that the matter be resolved by arbitration under the rules of the American Arbitration Association, before a panel of three arbiters, with each Party to select one arbiter and the two arbiters to mutually select the third. Any such arbitration shall take place in Chicago, Illinois, USA. Neither Party nor their arbiters may choose personnel or contracted staff of DRL to be an arbiter in any dispute related to this Agreement.

The panel's decision or award shall be final and fully obligatory on both Parties, and enforceable and subject to an entry of judgment by a court of competent jurisdiction. Each Party hereby agrees to subject itself to the personal jurisdiction, and specifically waives any objection it may have to such personal jurisdiction, of the federal or state courts sitting in Chicago, Illinois, USA, as the venue in which the arbitration is conducted, for the enforcement of any arbitration award. The Party losing the arbitration shall reimburse the Party who prevailed for expenses and reasonable attorneys' fees, in the amount that is determined by the panel.

Nothing in this section 19 is intended to abridge the objection, hearings and appeals procedures contained in 2 CFR § 200.341.

20. PARTIAL INVALIDITY. If any provision in this Subaward is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Article II: Programmatic Provisions

21. PROJECT COMPLIANCE. The Subrecipient shall comply with the Project description contained in Attachment A. The Subrecipient shall coordinate all Project activities with ABA, including but not limited to meetings, seminars, publications and public hearings. The Subrecipient shall meet with ABA and other appropriate persons upon ABA's request to discuss Project activities.

22. PROGRAMMATIC REPORTING.

A. Monthly Program Reports.

Subrecipient shall submit monthly reports (one page or less) by the 5th day of the following month to ABA ROLI. These reports shall detail monthly activities of the Project to the satisfaction of ABA ROLI and shall conform to the format suggested by ABA ROLI. There will be no requirement to provide a Monthly Report in a month when a Quarterly Program Report is due.

B. Quarterly Program Reports.

Subrecipient shall submit Quarterly Program Reports to ABA ROLI by the 5th day following the last day of each 90 day quarterly period, or on a schedule as otherwise set by ABA ROLI. Each Quarterly Report must detail the quarter's Project activities to the satisfaction of ABA and shall conform to the format suggested by ABA.

Schedule for quarterly reports is the following:

- by April 05, 2017 (for the month of February and March, 2017)
- by July 05, 2017 (for the month of April, May and June, 2017);

- C. Final Report. Subrecipient shall submit a Final Report to ABA for comment and approval no later than 30 days following the last day of the Subaward Period. The Final Report must detail the Project activities to the satisfaction of ABA and shall conform to the format suggested by ABA. It must contain at least the information listed below.
 - 1. Summary of achievement of grant objectives.
 - 2. Summary of progress on the implementation plan.
 - 3. Lessons learned and recommendations.
 - 4. How the project implementation contributed to organizational sustainability.
 - 5. How project services will continue, if relevant.
 - 6. Final grant funds reconciliation, if different from the last financial report submitted.
 - 7. If applicable, copies of each Subaward Foreign Tax Form, required under Paragraph 27, below.

23. INSTITUTION-BUILDING ACTIVITIES.

N/A

24. ACKNOWLEDGEMENT. Subrecipient shall comply with the branding and acknowledgement guidelines provided separately by ABA personnel.

Article III: Financial Provisions

25. BUDGET.

Budget variances over 10% per budget category must be pre-approved in writing by ABA.

26. DISBURSEMENT OF FUNDS (Budgets).

Upon both Parties' signing of this Subaward, Subrecipient shall immediately submit an estimated budget on a Subaward COH Funds Request Form to ABA for the first three months of the Subaward Period.

No later than 15 days prior to the end of the first calendar quarter falling within said three month period, and for each calendar quarter thereafter, the Subrecipient shall submit to ABA a completed Subaward COH Funds Request Form, which form shall be provided by ABA. Included in the form must be:

- 1. A statement of estimated cash on hand (COH) at the end of that calendar quarter (that is, funds previously provided under the Subaward but not spent); and
- 2. The proposed budget for the next calendar quarter's expenses.

Upon approval of each budget described above, and contigent upon Subrecipient's compliance with all Subaward financial and programmatic requirements, including but not limited to reporting and institution building requirements, ABA will advance funds to the Subrecipient for authorized expenses less the amount of estimated cash on hand. The Subrecipient understands that no funds will be provided without approval by ABA's Washington, D.C. office.

The total of all funds disbursed to the Subrecipient to reimburse allowable costs under this Subaward Agreement shall not exceed the amount specified in Section 2, above, and described in Attachment B. No expenses may be incurred beyond the end date of the Subaward period in Section 1 unless extended by mutual written agreement.

Any unspent funds at the end of the Subaward period shall be returned to ABA.

- 27. REPORTING OF FOREIGN TAXES (If Applicable). If applicable, the Subrecipient agrees that it shall comply with the US Foreign Operations, Export Financing and Related Programs Appropriations Act by submitting the following reports on the payment of foreign taxes:
- A. The Subrecipient shall submit a Subaward Foreign Tax Report Form following the same schedule as programmatic reports. Further, Subrecipient shall include a copy of each submitted report in Subrecipient's Final Report, as specified in Paragraph 22(C), above, and Section 29, below.
 - B. Contents of report. Each report must contain:
 - 1. Subrecipient name.
 - 2. Contact name with phone and email numbers.
 - 3. Amount of foreign taxes assessed by the foreign government [each foreign government must be listed separately] on Commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this Subaward during the current reporting period.
 - 4. Only Foreign Taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes assessed by a third party Foreign Government are not to be reported.
 - 5. Any reimbursements received by Subrecipient during the period in (3) regardless of when the foreign tax was assessed.
 - C. Definitions. For purposes of this Paragraph:
 - 1. "Commodity" means any material, article, supply, goods, or equipment.
 - 2, "Foreign Government" includes any foreign governmental entity.

- 3. "Foreign Taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- 4. "Agreement" includes US Government's direct and country contracts, grants, cooperative agreements and interagency agreements.
- **D.** Subawards. The Subrecipient must include this reporting requirement in all applicable subcontracts, subawards and other subagreements, with time provisions sufficient to permit Subrecipient to include any such information in Subrecipient's reports due on or before April 7 each year.

28. FINANCIAL REPORTING.

QUARTERLY FINANCIAL REPORTS. Subrecipient shall submit quarterly financial reports, on the approved ABA Subaward Financial Report Form no later than 15 days following the end of each quarter during the Subaward term.

- 29. FINAL REPORT. Compliance with the Final Report specified in Paragraph 22(C) of this Subaward shall constitute submission of a final financial report, unless another report is required for final grants funds reconciliation.
- 30. FINANCIAL RECORDS. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks shall be signed by a legally authorized agent(s) of Subrecipient. All accounting records including supporting documents pertaining in whole or in part to this Subaward shall be readily accessible and shall be maintained in accordance with Section 7 of this Subaward (Retention of Records).
- 31. PROCUREMENT GUIDELINES. Subrecipient must observe the following guidelines when procuring goods or services under this Subaward:
- A. Only items identical to or similar to those listed in the Project or Budget shall be purchased. Any deviation from those items must be pre-approved in writing by ABA.
- B. Subrecipient shall obtain a minimum of three price quotations from different vendors, absent a reasonable sole source justification, for purchase of assets of \$3,000 or more, or the current threshold for micro-purchases referenced in 2 CFR §§ 200.317-200.326.

- C. Subrecipient shall obtain a minimum of three bids from different vendors for purchase of assets of \$20,000 or more, absent a reasonable sole source justification. Subrecipient shall submit the bids to ABA in the next financial report and the reason why a vendor other than a low-bid vendor was selected.
- **D.** For USAID awards only: The Geographic Code for long term lease of motor vehicles, for purchases of motor vehicles, or the procurement of commodities in excess of \$250,000 is:

N/A

- 32. ALLOWABILITY OF COSTS. If payments by ABA to Subrecipient include payment for costs subsequently disallowed by ABA or by an authorized agent of DRL, Subrecipient shall repay on demand the amount of any such disallowed costs, subject to Subrecipient's right to defend orally or in writing the allowability of any such costs to ABA or DRL.
- 33. SPECIAL PROVISIONS. N/A
- 34. ENTIRE AGREEEMENT. This instrument and its attachments contain the entire agreement and understanding of the Parties hereto. They may not be changed orally but only by agreement in writing with the mutual consent of both Parties. Consent to any change in the Agreement may be given on behalf of the ABA only by its Executive Director, Chief Financial Officer, or Associate Director of Grant Operations & Compliance. There is no other contemporaneous understanding or agreement, oral or written, between the Parties on the subject matter of this Subaward, and neither Party shall be bound by any statement or representation not contained or incorporated herein.

IN WITNESS WHEREOF, ABA and the Subrecipient, by their representatives duly authorized, have executed this Subaward Agreement.

	Date:
By: GIORGI KLDIASHVILI Title: DIRECTOR	
AMERICAN BAR ASSOCIATION	
By. Jeffrey Borns	Date: 3-7-17
By: V Jeffrey Borns	
Title: Deputy Director, ABA ROLI	

Attachment A Project Description

The general goal of the project is to ensure and strengthen safeguards and Internet freedoms on the legislative level in Georgia.

To this end, the major objectives of the project are:

- Encourage public discussions on the issues of blocking, filtering and take-down of online content among the society of Georgia;
- Foster multi-stakeholder dialogue on the issues of blocking, filtering and takedown of online content in Georgia;
- Identify major challenges and problems relevant for Georgia in the sphere of restrictions of the Internet;
- Study international practice and international standards in terms of Internet freedom and share the aspects relevant for Georgia's challenges;
- Propose draft laws on Internet freedoms, including legal restrictions of online content.

Project activities:

1) Workshops

In order to achieve the stated goals and objectives, the project team plans to encourage public discussions on the issues of blocking, filtering and removal of illegal content in Georgia. For these purposes, at least three workshops will be organized with the participation of various stakeholders (media, NGOs, government, private sector and academia representatives). The major objectives of these events will be: on the one hand, to show the importance and relevance of the project topic for Georgia, and on the other hand, to take their positions into account before the initiation of a draft law. In general, these workshops will foster multi-stakeholder dialogue, which could lead to the elaboration of proper legislative proposals reflecting the interests of a wide segment of the society.

2) Study and a draft law

Another important activity of the project is to prepare a comprehensive legal and practical analysis of the Internet regulation in Georgia and international standards in this regard. The main focus will be on the issues of filtering, blocking and takedown of illegal content, the role of different stakeholders and institutions in this process. Based on the study, a package of recommendations will be elaborated for the government to adopt a comprehensive policy to ensure Internet freedom in the country. Most importantly, as Internet restrictions are chaotically regulated in different legal acts, adoption a uniform law on freedom of Internet is crucial. Therefore, the project team will elaborate a draft law regulating the above-discussed issues. The proposal should inter alia include an exhaustive list of scenarios when certain content can be filtered, blocked or taken down. None the less important is the clear and unambiguous distinction between the powers and obligation of state institutions dealing with the issue of freedom of Internet, e.g. GNCC, Prosecutors Office, State Security Service, Personal Data Protection Inspector, etc. The role of courts should be precisely defined in the process of

filtering, blocking and takedown of illegal content. Also, rights and obligation of ISPs should be clear and enshrined by the legislation.

3) Communication of the draft law with the public

In order to have public consensus on the prepared draft law, the project team will closely cooperate with different stakeholders. The draft law will be distributed among IDFI's partners from the media, NGOs and academia. Also, representatives of the government and private sector will be informed, including the participants of the workshops. The studies and recommendations worked out during the project will be public and anyone will have opportunity to comment. In this way, IDFI will get feedbacks from different stakeholders with various means of communication and make final changes to the draft law.

4) Submission of the draft law to the government

Afterwards, the final version of the draft legislation will be submitted to the relevant government institutions to have it later be initiated in the Parliament of Georgia. Communication with beneficiaries and partners:

Direct beneficiaries, directly involved in different activities of the project will be invited through emails, telephone or other means of communication. In order to ensure consideration of the interests of underrepresented groups, representatives of the organizations working on ethnic and religious minorities, women rights, as well as LGBT activists will be invited to the project events. In case of necessity, IDFI representatives will hold face-to-face meetings and consultations with different interest groups or specialists of the issue.

As for the public authorities, IDFI retains close cooperation with them through meetings, sending and discussing recommendations, cooperation in drafting process etc. IDFI has organized similar events before while advocating for legislative changes on several issues, like proactive disclosure of public information, FOI legislation, civil service reforms, digital switchover, etc.

IDFI also plans to communicate the results and activities of the project with other indirect beneficiaries (e.g. students, online activists, journalists, IT specialists, any interested person working on these issues). For this purposes, IDFI has a constantly updated list of e-mail, Facebook and blog subscribers whom the Institute sends out relevant updates. Different social networks, such as Facebook, Twitter, will be effectively used for disseminating relevant information.

Attachment B Project Budget

Attached separetely.

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