

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

Date: April 19, 2021
Re: Grant no. BST-21.089.GE25.1

GRANT AGREEMENT

Dear Levan Avalishvili,

I am pleased to confirm a grant of \$24,920 USD to the "Institute for Development of Freedom of Information (IDFI)". This grant is made in response to your proposal registered under BST-21.089.GE25.1 entitled "Enhancing Digital Freedom through Monitoring, Reporting and Advocacy" and in accordance with the budget you submitted with your proposal. The purpose of this grant is to ensure freedom of the internet in Georgia through monitoring, reporting and advocacy activities.

Funds for this grant come from the **United States Agency for International Development, Cooperative Agreement number AID-OAA-A-17-00032 (CFDA no 98.001).**

The grant is made subject to the following terms and conditions of this Cooperative Agreement:

(1) The **start date** of this project is **May 1, 2021**. The **end date** of this project is **January 1, 2022**.

You will **submit the final reports** to the Black Sea Trust for Regional Cooperation - a Project of the German Marshall Fund of the United States (hereinafter jointly referred to as "BST") by **February 1, 2022**.

Failure in meeting this deadline may lead to returning to BST the entire grant award that was made under this Cooperative Agreement.

Please submit your reports via e-mail only. Reporting requirements can be found at the following address: <http://www.gmfus.org/initiatives/application-and-reporting-forms>

The financial report and the list of receipts should be signed by two signing officials (e.g. director and accountant).

(2) **The grant period can be extended only with prior written approval from the BST Program Officer.**

(3) This Grant Agreement is governed by the Romanian law. Under the law, the Recipient of this Grant Agreement may be any non-profit legal entity which carries out or is to carry out an activity with charitable, scientific, literary or educational purposes.

(4) Because at least a part of the source of these funds may come from the U.S. government, there are specific requirements which must be met. **You agree to adhere to each of the following special requirements:**

f.k.

A PROJECT OF THE GERMAN MARSHALL FUND

- a) The recipient will comply with the terms and conditions as set forth in the Attachment 4 here to, which are incorporated as part of the Grant Agreement and form a constituent part thereof.
 - b) **The proposal and the budget submitted by your organization is a legal part of this Grant Agreement.** All activities and funds must be spent as planned and provided in your approved budget. Under United States law, BST grants can be used only for charitable, scientific, literary and educational purposes and this grant may be used only in accordance with the approved program application and budget. **Any substantial departure from the approved project may be made only with the BST Program Officer's advance approval in writing.** This Grant Agreement may be amended by formal written modification signed by a BST Program Officer and appropriate official from the recipient's organization.
 - c) **You may adjust any budget item by up to 10% of its amount. Any changes above this amount or that alter the planned program require prior written approval from BST.** No change to the budget line item amounts can result in an increase of the total amount of the grant.
 - d) **Your financial reporting should account for this money according to the categories of the approved line item budget.** In order to calculate U.S. dollar equivalents, all purchases and all amounts calculated in local currency shall be converted to dollars at the applicable official exchange rate prevailing at the time the funds are converted into local currency. **All financial reports submitted to BST under this grant shall specify the applicable exchange rate.**
 - e) **You must retain documentation (records, receipts, files) for funds provided under this grant for at least three years from the completion of your project, or an audit in progress.** They must be available for review by **BST** or by **BST** partner organizations, and must be legible, maintained in a timely manner, and kept up-to-date, with short description in English provided.
 - f) **Title to property:** All property acquired with funds from **BST** shall remain with the recipient or recipient's partners.
 - g) **Environment:** The recipient certifies that grant activities will not produce significant harm to the environment.
 - h) **Acknowledgement:** Please acknowledge where appropriate that the grant was provided by the Black Sea Trust, a Project of the German Marshall Fund of the United States. The logo of BST should be used and prominently displayed. The same visibility requirements hold for any materials produced for conferences, workshops or public events. In publications, please add the qualifying sentence, "Opinions expressed in this publication do not necessarily represent those of the Black Sea Trust or its partners."
- (5) The BST reserves the right to demand repayment of all or part of the funds already transferred if you fail to fulfill your obligations under this Grant Agreement, or fail to fulfill them on time, or use the resources for a purpose other than that for which BST made them available, or if a third party has provided co-financing for the same activity without BST Program Officer's knowledge.** Repayment shall be demanded only after consultation with you, after which the account shall be settled on the basis of the costs incurred and taking into account any financial commitments for the future that have reasonably been entered into.
- (6) PROHIBITED USES: A portion of your grant is provided by the United States Government. Therefore, you must abide by US law and agree to not engage in or use any of these funds for any of the following activities:**

B.K.

A PROJECT OF THE GERMAN MARSHALL FUND

- a) By signing this letter, the recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not, and will not, knowingly provide material support or resources (currency, monetary instruments, financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other assets) to any individual or entity that commits, attempts to commit, facilitate or participate in terrorists acts (as defined in one of the 12 UN Conventions and Protocols related to terrorism <http://untreaty.un.org/English/terrorism.asp>). This provision must be included in all subagreements, including re-grants and contracts issued under this award.
- b) To coerce any person to practice abortion; or to pay for the performance of involuntary sterilization or to coerce or provide any financial incentive to any person to undergo sterilization; or
- c) For military or paramilitary purposes; or
- d) So as to inure, directly or indirectly, to the personal benefit of private persons, or be distributable to principals of the Recipient or the Asset Manager, except as such persons or their affiliates shall be authorized and empowered to receive reasonable compensation for goods sold, or services rendered, to or on behalf of recipient or its subrecipients¹.
- e) No funds may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States².
- f) No funds may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environment, tax, tariff and safety laws of the country would not apply.
- g) No funds may be used in a project or activity which contributes to the violation of internationally recognized rights of workers in the host country including those in any designated zone or area in that country³.
- h) Commerce or business; re-grant (unless re-grant is specifically approved in the grant proposal) political activity or lobbying in the United States; support of political party campaigns, support for police, or military/paramilitary activities unless BST agrees in writing.
- i) Entertainment expenses, gifts, gratuities, grants, fines and penalties cannot be paid with grant funds.
- j) The Recipient declares that it understands to assume all the tax obligations that the law considers or may consider to be due in respect of the amounts that are subject to this contract.

(7) All BST recipients and re-grant recipients' names will be checked against the terrorism watch lists issued by the United States government, the European Union, and the United Nations. Also, contact names of all re-grant partners are to be submitted to BST (BlackSeaTrust@gmfus.org) before your organization signs a contract with the re-grant partner. BST cannot provide financial or material support to any listed individual or organizations.

¹ The recipient will not benefit personally from grant funds except to receive reasonable compensation for goods sold or services provided. This restriction does not apply to contractual relationships under this agreement or fees paid for services rendered on behalf of the recipient.

² To promote or have a direct effect on the relocation or expansion of U.S. jobs outside of the U.S.

³ For projects or activities which contribute to the violation of internationally recognized rights of workers in the host country.

(8) **Non-liability:** BST does not assume liability for any claims by third parties for damages arising out of this Grant Agreement.

(9) **Refund:** At the time the grant expires or is terminated (for whatsoever cause), **all funds which the BST sent to the recipient that were not spent shall be returned to the BST within 15 calendar days after the expiration or the termination of the project.** BST will consider reallocating any unused funds after a consultation with a BST Program Officer and after written approval of the reallocation is given.

(10) **Termination:** This Grant Agreement can be terminated if 1) the recipient fails to comply with the conditions of the grant, 2) both parties agree to mutually terminate the Grant Agreement or 3) if the Grant Agreement is terminated by the recipient.

(11) BST will conduct monitoring of the grant program, including site visits as appropriate.

(12) Resolution of Conflict:

- a) Should any difference of interpretation, or any other controversy or claim arise out of this Grant Agreement, we shall immediately make good faith efforts to negotiate our own written voluntary resolution of the matter directly between BST and the recipient. We agree that, if the matter still remains unsettled for 90 days after certified mail notification that a dispute exists, we shall retain the mutually-agreed neutral mediator, Doru Costea Law Office, 61 Buzesti st, Bucharest, Romania, to conduct and participate in confidential mediation, to continue attempting to work out our own written voluntary settlement. We agree that if, and only if, the dispute still remains unsettled for an additional 90 days, then we shall submit the dispute to the binding Romanian neutral arbitration institution.
- b) No clause of this agreement is and cannot be interpreted as violating the law governing the contract. The clauses of this contract are interpreted and circumscribed strictly to the legal provisions and their meaning. It is not in the parties' intent that this contract should circumvent a mandatory legal provision.
- c) This Agreement will supersede any or all prior oral or written forms of understanding between BST and the Recipient. Any changes and/or additions to this agreement shall be valid only if agreed in writing by both parties.

(13) Data protection

The Recipient declares that, in all of its actions in carrying out this contract, the rules concerning the personal data in accordance with Regulation (EC) No 45/2001 and Regulation (EU) 2016/679 as from its entry into force on May 2018 are and will be respected.



Payment of this grant will be made according to the following schedule:

A payment of \$24,920 USD will be made upon receipt of a countersigned copy of this Grant Agreement. Payment can be made upon receipt of a **full scanned** copy of the countersigned Grant Agreement, but a signed original must be returned to BST before any subsequent payments can be made. Please provide BST with detailed written payment instructions, as per the form in Attachment 3.

Please indicate agreement to the foregoing terms by signing and returning to us a copy of this letter with your original signature at your earliest convenience.

Sincerely,



Director,
Black Sea Trust for Regional Cooperation

Accepted

Date and Stamp April 27, 2021



Print Name: Giorgi Kldiashvili, Executive Director _____

List of Attachments

Attachment 1	Proposal
Attachment 2	Budget
Attachment 3	Payment Information
Attachment 4	Mandatory and Required as Applicable Standard Provisions for non-US non-governmental organizations