

## Accountable Subgrant Agreement

### Georgia Global AI Advocacy Subgrant

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**BETWEEN:** Global Partners Digital (the Grant Holder), registered office is Second Home, 68 Hanbury Street, London, E1 5JL, UK, company number 10573080

**AND :** Institute for Development of Freedom of Information (the Subgrantee), registered address is 20, T. Shevchenko Street, 0108. Tbilisi, Georgia.  
Registration number: 204569617; UEI/DUNS: 683527652

(Collectively known as "the Parties").

The Grant Holder has agreed to make a Subgrant of funds to the Subgrantee upon the following terms:

#### Article 1 – Purpose of the Subgrant

- 1 (1) The Subgrant is awarded in the context of the project "AI and Human Rights: Shaping the Outcomes of Relevant National and International Discussions [Extension]", a project led by the Grant Holder and funded by the German Federal Minister for Foreign Affairs (the Funder). The title, purpose, outputs, and activities of the Project are set out in the Project Proposal at Appendix D. The overarching purpose and objectives of the Project are:
- To promote a human rights approach to artificial intelligence by shaping the outcomes of relevant national and international debates.
- 1 (2) The Subgrant is made for the implementation of a specific set of activities, the Georgia Global AI Advocacy Subgrant (the Subproject), and is carried out by the Subgrantee according to the Terms of Reference at Appendix A. Subject to Article 6 below, the Terms of Reference of the Subproject, may be amended only by written agreement of both Parties and the Funder.
- 1 (3) The Subgrantee will be awarded the Subgrant on the terms and conditions set out in this document and its Appendices, which the Subgrantee hereby declares it has taken note of and accepts.
- 1 (3) The Subgrantee accepts responsibility for the Subgrant and undertakes that it will be used only for the purposes of carrying out the Subproject in accordance with the Project Proposal at Appendix D.

#### Article 2 – Duration of Subgrant

- 2 (1) Implementation of the Subgrant will begin on 25 April 2022 and end on 28 November 2022. Any amendments to this period are subject to agreement in writing by the Funder and the Grant Holder.

#### Article 3 – Financing the Operation

- 3 (1) Subject to Article 7 below, the Grant Holder shall provide up to a maximum of EUR 2,750 towards

the total costs of the Subproject.

- 3 (2) The Subgrant funds should be spent in the appropriate period for which they were intended and according to the Subgrant Budget at Appendix B. Subject to Article 6 below, the Subgrant Budget may be amended only by written agreement of the Funder and the Grant Holder.
- 3 (3) Payment will be made in advance instalments on a quarterly basis for the duration of this Accountable Subgrant Agreement and upon the Grant Holder's receipt of:
  - i) an invoice for expected expenses within the period based on the Subgrant Budget at Appendix B; and
  - ii) satisfactory reporting in accordance with Article 4 and the Reporting Schedule and Requirements at Appendix C.

#### **Article 4 – Reporting and Accounting**

- 4 (1) The Subgrantee shall provide Subproject narrative, financial and indicator reports in accordance with the Reporting Schedule and Requirements at Appendix C using templates provided by the Grant Holder.
- 4 (2) All financial reports should state how the Subgrant funds were spent against the Subgrant Budget at Appendix B and should include scanned copies of all invoices and receipts. These should be referenced according to guidelines which the Subgrantee will be provided by the Grant Holder. The Subgrantee should retain all originals of invoices for the duration of three years after submission of the Final Project Report.
- 4 (3) Items spent against the Subgrant must be clearly identifiable within the Subgrantee's accounts.
- 4 (4) The Grant Holder reserves the right to commission an external audit of the financial report covering the implementation of the Subproject, at any time.
- 4 (5) The Grant Holder reserves the right to reclaim at any time within a period of 3 years after the date of this Accountable Subgrant Agreement any Subgrant funds which remain unspent at the termination of the Subproject, or funds spent on purposes which do not fall within Subgrant Budget at Appendix B or which is unaccounted for.
- 4 (6) The Subgrantee shall allow access for the Funder, the Grant Holder or their representatives to project sites and to all relevant records for the purposes of monitoring, evaluation and audit.

#### **Article 5 – Monitoring and Evaluation**

- 5 (1) The Grant Holder will supervise the progress of the Subproject throughout and reserves the right to carry out monitoring/evaluation visits at a time agreed with the Subgrantee upon reasonable notice being given or to appoint an external evaluator.
- 5 (2) The method and timing of any evaluation of the Subproject will be at the discretion of the Grant Holder.
- 5 (3) The Subgrantee will make staff available to meet with, answer questions and provide management information to the evaluator appointed by the Grant Holder.

#### **Article 6 – Amendment of the Accountable Subgrant Agreement**

- 6 (1) This Accountable Subgrant Agreement and its Appendices may be amended only by written agreement of both Parties.

## **Article 7 – Termination of the Accountable Subgrant Agreement**

7 (1) Either Party may terminate this Accountable Subgrant Agreement upon one month's written notice to the other if:

- the other Party commits a material breach of any terms of this Accountable Subgrant Agreement; or
- there is a Force Majeure event which prevents the implementation of the Project.

In addition, the Grant Holder may terminate this contract, upon one month's notice to the Subgrantee, if:

- any changes occur which, in the opinion of the Grant Holder, significantly impair the value of the Subgrantee's contribution towards the purpose and objectives of the Project;
- the Grant Agreement between the Grant Holder and the Funder is terminated or altered so that the funding available for the Project becomes, or is likely to become, in the Grant Holder's sole opinion, insufficient for it to continue to finance the Subproject.

7 (2) A joint review between the Grant Holder and the Subgrantee shall be undertaken at any time during the implementation of the Project if the Grant Holder considers it necessary to refocus the Subproject outputs and outcomes. If the Subproject is not achieving the activities, outputs, outcomes or objectives outlined in the Terms of Reference at Appendix A, the Grant Holder may terminate the Subproject at any stage.

7 (3) Upon termination of this Accountable Subgrant Agreement, the Subgrantee shall provide financial and narrative reports (including copies of invoices and receipts) up to the date of such termination.

7 (4) Upon termination of this Accountable Subgrant Agreement, the Grant Holder retains the right to recover any funds, with interest, given to the Subgrantee under this Accountable Subgrant Agreement which have not been used for the purposes of implementing the Subproject or cannot be accounted for.

## **Article 8 – Acknowledgement of Funding**

8 (1) Under the terms of the agreement with the Funder, the Grant Holder is not required to publicly acknowledge the support of the Funder in any aspect of the programme resulting from this award.

8 (2) Subject to Article 8(1) the Grant Holder retains the right to name the Subgrantee as a recipient of funds under the Project but will endeavour to consult the Subgrantee in advance if relevant.

## **Article 9 – Liability**

9 (1) The Subgrantee undertakes to provide adequate supervision of and care for its staff, agents and visitors, and accepts that in no circumstances will the Grant Holder be responsible for the acts or omissions of the Subgrantee's staff, agents or visitors or for any loss or liability arising as a result of Subproject, which remains the entire responsibility of the Subgrantee.

9 (2) Where the Funder has publicly advised against all travel to a country or region where the Project is to be implemented or where the Funder or Grant Holder have highlighted specific security or safety concerns, the Subgrantee must liaise closely and in good time with the Grant Holder about the feasibility of travel to such country or region. Nevertheless, the Subgrantee shall be responsible for obtaining security advice from security providers that are established and reputable with appropriate experience, qualified personnel and insurance cover. The costs of any

specialist security provision shall be borne by the Subgrant budget.

#### **Article 10 – Intellectual Property Rights**

- 10 (1) All material produced by the Subgrantee during the course of the Project will be licensed under a Creative Commons Licence. The Subgrantee may choose whichever Creative Commons Licence is most appropriate.
- 10 (2) Save as provided in Article 10(1) above, this Accountable Subgrant Agreement shall not vest in either Party any rights over the other Party's intellectual property rights.
- 10 (3) The Subgrantee warrants, represents and undertakes that its implementation of the Subproject under this Accountable Subgrant Agreement will not infringe any intellectual property rights of any third party. The Subgrantee agrees to indemnify and hold harmless the Grant Holder against all liability, loss, damage, costs and expenses (including legal costs) which the Grant Holder may incur or suffer as a result of any claim of alleged or actual infringement of a third party's intellectual property rights by reason of Subgrantee's implementation of the Subproject.

#### **Article 11 – Dispute Resolution**

- 11 (1) The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Accountable Subgrant Agreement.

#### **Article 12 – Entire Agreement**

- 12 (1) This Accountable Subgrant Agreement constitutes the entire agreement between the Parties and supersedes all negotiations, representation, or agreements either written or oral preceding it, without prejudice to the Authority's rights and remedies at law or otherwise.

#### **Article 13 – Applicable Regulations**

- 13 (1) The recipient hereby assures and certifies that it is in compliance with and will comply in the course of this award with applicable laws, regulations, and executive orders, and other generally applicable requirements and all terms and conditions set forth in the basic grant under which this Accountable Subgrant Agreement is awarded awarded at Appendix E.

#### **Article 14 – Law**

- 14 (1) This Accountable Subgrant Agreement will be governed by and construed in accordance with English law and the Subgrantee hereby irrevocably submits to the jurisdiction of the English courts. The submission to such jurisdiction will not (and will not be construed so as to) limit the right of the Grant Holder to take proceedings against the Subgrantee in any other court of competent jurisdiction, nor will the taking of proceedings by the Grant Holder in any one or more jurisdictions preclude the taking of proceedings by the Grant Holder in any other jurisdiction, whether concurrently or not.

**Authorised for and on behalf of the Grant Holder**

Name: **Rebecca Zausmer**

Job Title / Role: **Chief Operating Officer**

Signature:



Date: **25 April 2022**

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**Authorised for and on behalf of the Subgrantee**

Name: **Giorgi Kldiashvili**

Job Title / Role: **Executive Director**

Signature:



Date: **25 April 2022**

## Appendix A: Terms of Reference

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### Overarching project goals and outcomes:

The “**Shaping Global Norms and Principles on AI: Promoting a Human Rights Approach**” project has the following overarching project goal, activities and intended outcome:

**Project goal:** To promote a human rights approach to artificial intelligence by shaping the outcomes of relevant national and international debates.

### Measures and activities:

Activity 1: Updating and implementing the advocacy workplan in Nigeria

Activity 2: Updating and implementing the global advocacy strategy

### Intended project outcomes:

1. Identified civil society groups have greater capacity to shape relevant national and international outcomes;
2. The process to develop the National Plan on AI in Nigeria is informed by human rights considerations; and
3. The outcomes of relevant international processes are informed by human rights considerations.

The Subgrantee will be involved in the implementation of activity 2, and contribute towards the achievement of project outcome 1 and outcome 3, in collaboration with GPD and other project partners.

Specifically, the partner will take on the following responsibilities under the project:

- **Deliverable 1 – Global AI Advocacy Strategy:** Review and update the global advocacy strategy that was developed in the first phase of the project,
  - Identify which forum(s) and/or process(es) civil society input would have the biggest impact and provide a clear and strategic plan for engagement in one or more of these processes.
- **Deliverable 2 – Implementation of Global AI Advocacy Strategy:**
  - On the basis of the updated global advocacy strategy, engage in the designated forums and/or processes and implement the activities outlined in the strategy.
  - Engagement may include, but is not limited to: participation in consultations with civil society; develop analysis, joint statements, and/or responses to relevant policy outcomes and texts adopted by relevant policy forums; or engagement in direct advocacy with relevant policy makers.

### The following indicators are deemed to be binding:

- Global advocacy strategy developed / updated
- Number of global South CSO engaging in international processes
- Increase in strategic interventions in international processes
- Decision makers in international processes acknowledge considerations raised by CSOs.

## Appendix B: Subgrant Budget and Payment Schedule

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BUDGET	Unit	# units	Rate (EUR)	Subtotal (EUR)
1. Personnel				
Staff fees	Total	1	2,750	2,750
TOTAL (EUR)				2,750

Payment Schedule	On satisfactory receipt of	Due
EUR 1,375 (50%) in advance	Invoice	Upon start of the contract
EUR 1,375 (50%) in advance	Invoice Interim Narrative Report Interim Finance Report	15 July 22

## Appendix C: Reporting Schedule and Requirements

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The Subgrantee is required to submit the following types of report to the Grant Holder by the due dates outlined below and using the templates provided by the Grant Holder.

- **Narrative Performance Progress Report**, including:
  - Assessment of key project achievements and progress towards national project objectives.
  - A summary of activities implemented and information on how project expenses link to these.
  - Additional useful information including an analysis and explanation of cost overruns or high unit costs.
- **Financial Report:**
  - The Finance Reports should state how the funds were spent during the duration of the sub-project.
  - The financial reports should include scanned copies of all invoices and receipts. These should be referenced according to guidelines which the Subgrantee will be provided by the Grant Holder.
  - The Subgrantee should retain all originals of invoices for the duration of three years after submission of the Final Project Report. including scanned copies of all invoices.
- **Indicator Report**

In addition the Sub-grantee is expected to arrange **regular calls** with GPD to discuss any relevant developments in the project and to keep GPD informed of project developments

### Reporting schedule:

Reporting Period	Reports	Due
Q2: 25 April 2022 – 1 July 2022	Interim narrative report Interim finance report	15 July 2022
25 April 2022 – 28 November 2022	Final narrative report Final finance report	9 December 2022



**Important note: This application cannot be used to establish any obligation to grant an allocation.**

## Brief overview of the application (cover page)

Project title:	<b>AI and Human Rights: Shaping the Outcomes of Relevant National and International Discussions [EXTENSION]</b>
Applicant/organisation:	Global Partners Digital Limited
Legal status/official registration:	Limited company (social purpose company)
Implementing organisation: (if different from the applicant organisation)	n/a
Planned measures (What is to be done in <i>concrete</i> terms?):	(1) Updating and implementing the advocacy workplan in Nigeria; (2) Updating and implementing the global advocacy strategy.
Concrete project goal	To promote a human rights approach to artificial intelligence by shaping the outcomes of relevant national and international debates.
Project location/country/region:	Nigeria; Global
Duration (please specify the date):	February – December 2022
Total expenditure (in euros) until 31 December	EUR 88,500
Amount requested (in euros):	EUR 80,000
Third-party funding (in euros):	EUR 0
Own resources (in euros):	EUR 8,500
If an allocation is granted, would total expenditure be covered?	yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Is this an application for initial or follow-up funding?	Follow-up
Has the organisation been granted funding by the Federal Foreign Office or another federal ministry for any previous project(s)?	yes <input checked="" type="checkbox"/> , by the Federal Foreign Office no <input type="checkbox"/>
Has the project already begun?	yes <input checked="" type="checkbox"/> no <input type="checkbox"/> Start of project: January 2021

**Application for an allocation  
from Federal Foreign Office funds – Division OR06 –  
to promote human rights**

Project title: <b>AI and Human Rights: Shaping the Outcomes of Relevant National and International Discussions [EXTENSION]</b>	
Project country and location: Nigeria; Global	
Project duration: February – December 2022	
Amount requested in euros: EUR 80,000	
Annual report and statute of the applicant organisation are enclosed:	<input checked="" type="checkbox"/>
Annual report and statute of the partner organisation are enclosed:	<input checked="" type="checkbox"/>

If your organisation is based in Germany: Please first of all email your application to [OR06-R@auswaertiges-amt.de](mailto:OR06-R@auswaertiges-amt.de). Please do not complete and send a signed original until you are requested to do so by Division OR06. Only then should you send it by post to Auswärtiges Amt, Referat OR06, Werderscher Markt 1, 10117 Berlin.

If your organisation is based outside Germany, please submit your application to the German mission abroad responsible for the area in which your headquarters is based.

### **Applicant organisation (delete anything which does not apply)**

Name: Global Partners Digital Limited	<b>Project contact person</b>
Address (no P.O. box number): 68 Hanbury Street, London, E1 5JL	Name: Kaspar
Telephone/mobile: n/a	First name: Lea
Fax: n/a	Position: Executive Director
Email: <a href="mailto:lea@gp-digital.org">lea@gp-digital.org</a>	Extension No.: n/a
Website: <a href="http://www.gp-digital.org">www.gp-digital.org</a>	Email:
Legal status/official registration: Limited company	
Person(s) entitled to represent the organisation: Lea Kaspar	

### **Partner organisation**

Name: Paradigm Initiative
Address: Ajegunle, 37 Baale Alayabiagba St, Lagos, Nigeria
Website: <a href="https://paradigmhq.org/">https://paradigmhq.org/</a>
Legal status/official registration: Social enterprise (registration documents enclosed)
Contact:

### **1. Profile of the applicant organisation and, if applicable, the partner organisation (maximum 1000 characters)**

- Please describe your organisation and, if applicable, your partner organisation (outlining how it is structured, in what fields it operates, what activities it has previously undertaken, and how it is financed).

Global Partners Digital (GPD) is a social purpose company working to enable a digital environment underpinned by human rights. We do this by making policy spaces and processes more open, inclusive and transparent, and by supporting public interest actors to participate

strategically in them. Over the last decade, GPD has implemented projects in over 40 countries and has built a robust network of NGO partners and experts worldwide. GPD has been the lead implementer of this project since January 2021.

The partner organisation in Nigeria, Paradigm Initiative is a civil society organisation working on the intersection of human rights and digital technologies. They have regional presence, with offices in Nigeria, Cameroon, Kenya, Senegal, Zambia and Zimbabwe. They have been implementing a digital rights programme since 2017, focused on engaging in legal and policymaking processes to promote internet freedom. They have been identified as a local partner during the scoping phase of this project (Jan-Feb 2021) and have been implementing project activities since then.

a) Since when has your organisation been active in the partner country?

GPD has been engaging in Nigeria for nearly ten years and has been working with the local partner organisation (Paradigm Initiative) on various joint initiatives, including the first phase of this project.

b) Have you carried out similar projects there before?

Yes, GPD has been implementing this project since January 2021.

c) Which staff are already present on the ground and what qualifications does your project staff/the partner organisation's staff have?

See above; this is an extension of an existing project.

2. How do you intend to ensure that the funding applied for is used and invoiced correctly (accounting)?

All expenses are overseen by GPD and accounted for in finance and narrative reports sent quarterly to the funder. Financial management is overseen by the company COO in conjunction with an external chartered accountant. There is a strict separation of financial tasks in the organization as shown above. Resources are allocated efficiently by GPD by ensuring all budgets are firstly scrutinised by the COO in consultation with the accountant.

Project Managers and Programme Leads provide the COO with invoices for payment in accordance with their project budgets. Invoices are then checked and approved by the COO before submitting them to the accountant who processes them for payment. Programme Leads, Project Managers, and the COO do not have access rights to create payments from the bank. All other expenses incurred by team members are firstly authorised by the COO and then approved for payment by the accountant. GPD produces quarterly accounts to ensure, including at the project level, that spending is in line with the budget.

## 2.2 Current situation

a) Please briefly outline the current situation in the project area and why the project is necessary. To what extent will your project help promote human rights? Name the shortcomings which the project is intended to rectify (maximum 1000 characters).

Since January 2021, GPD has been implementing two projects supported by the German MFA, seeking to **promote a human rights approach to artificial intelligence (AI)**: i) Project 1 –

Artificial Intelligence and Human Rights: Building Civil Society Capacity in Target Countries; and ii) Project 2 – Shaping Global Norms and Principles on AI: Promoting a Human Rights Approach.

Both projects emerged from the recognition of an urgent need to shape policy outcomes related to AI – in target countries and in key multilateral forums – to ensure they are rights-respecting. By the end of 2021, the projects facilitated civil society engagement in key policymaking processes and have already led to i) more rights-respecting policy outcomes in key international forums ([HRC resolution](#) on new and emerging technologies, [UNESCO Recommendation](#) on the Ethics of AI), and ii) increased capacity of civil society groups to shape relevant policy outcomes in target countries (Nigeria, Chile, Colombia).

To avoid losing momentum, and to build on the capacity gains achieved in 2021, this project extension will allow GPD to implement outstanding and ongoing project activities developed as part of these projects. Namely, it will 1) enable the Nigerian country partner (Paradigm Initiative) to continue implementing their advocacy workplan focused on shaping the process of developing Nigeria's National Plan on AI, and 2) allow GPD to continue implementing the global advocacy strategy focused on facilitating CSO engagement in key international processes, including UNESCO, Council of Europe's Ad Hoc Committee on Artificial Intelligence (CAHAI), and the Human Rights Council.

b) Is the project connected to activities being implemented by other governmental or non-governmental organisations (in particular, German implementing agencies in the sphere of development cooperation, the EU, UN, OSCE, etc.)? Are these bodies carrying out similar projects in the area, and does that entail a risk of duplication or opportunities to exploit synergies? (maximum 500 characters)

To our knowledge, no other organisation is currently carrying out similar projects or activities.

c) Are or were there similar projects carried out by your organisation or other organisations known to you in the project country? If yes, what are they? (maximum 500 characters)

To our knowledge, no other organisation is currently carrying out similar projects or activities in the project country.

### 3. Project planning

a) **Project aim:** Describe the concrete goal your project is aimed at achieving: Which concrete change to the current situation is the project intended to bring about? (maximum 350 characters)

This project aims to **promote a human rights approach to artificial intelligence by shaping the outcomes of relevant national and international debates**. By the end of the project, the following concrete outcomes will be achieved:

- (1) identified civil society groups have greater capacity to shape relevant national and international outcomes;
- (2) the process to develop the National Plan on AI in Nigeria is informed by human rights considerations; and
- (3) the outcomes of relevant international processes are informed by human rights considerations.

- b) **Target group:** Which and how many people will benefit from this change? Are there particular reasons for choosing this target group? (maximum 350 characters)

Direct beneficiaries of this project include the Paradigm Initiative (Nigeria country partner), as well as to 7 civil society organisations (CSOs) based in the global South who will be provided with stipends to engage in relevant international AI debates. The indirect beneficiaries will include policymakers shaping relevant national and international AI outcomes.

- c) **If applicable:** To what extent will **gender aspects** play a role in your project? Will this project contribute directly to the implementation of **UN Resolution 1325 or follow-up resolutions**? (maximum 700 characters)

n/a

- d) **Key actors:** Identify the individuals and/or groups with whom you primarily cooperate to facilitate the desired changes. (maximum 350 characters)

Paradigm Initiative will lead on implementing their advocacy workplan in Nigeria, supported through a sub-grant administered by GPD. To implement the global advocacy strategy, GPD will continue its collaboration with CSOs working on the intersection of human rights and AI, including Derechos Digitales and European Center for Not-for-Profit Law (ECNL). In addition, GPD will provide stipends to 7 CSOs from the global South to engage in key international debates. To support the implementation of the project, GPD and its partners will engage constructively with decision makers from key countries participating in identified processes, as well as other relevant experts and initiatives (e.g. Freedom Online Coalition's Task Force on AI and Human Rights - TFAIR).

- e) **Measures and activities:** Which concrete steps are envisaged under the project to achieve the aim (including the planned timetable)? (maximum 1000 characters)

#### Activity 1. Updating and implementing the advocacy workplan in Nigeria

There's an ongoing policymaking process (development of the National Plan on AI), which the partner (Paradigm Initiative) has identified in their advocacy workplan and has been engaging in since 2021. The process is going slowly but there is political will, evidenced by the Government setting up a National Agency for Research in Robotics and Artificial Intelligence back in 2020.

As part of their workplan, Paradigm Initiative has mapped out the local stakeholder and policy landscape and one of the takeaways is a lack of information and lack of clarity on which policymakers are leading on the process. This has made it difficult for civil society to engage, which is why Paradigm's work to make those issues more accessible and to bridge the gap between civil society and policymakers in the country can add a lot of value.

By the end of February 2022, GPD would work closely with Paradigm Initiative to review the national workplan that outlines activities for 2022. Activities would be decided with the partner but are likely to include monitoring and tracking of policy developments, developing policy positions, coordinating broader civil society input, direct engagement with policymakers and facilitating multistakeholder dialogue through workshops and other modalities.

#### Activity 2. Updating and implementing the global advocacy strategy

In 2021, GPD has developed a global advocacy strategy through which it identified key international forums and processes developing norms and standards on AI. As part of the strategy, GPD engaged in the Council of Europe's Ad Hoc Committee on Artificial Intelligence (CAHAI), the Human Rights Council (HRC), and UNESCO, which resulted in direct impact on outcome text, including for example a number of our proposals being incorporated into the HRC Resolution on new and emerging digital technologies. GPD is currently a member of the Council of CAHAI, and two of its working groups in particular: the Legal Frameworks Group and Policy Group. Both of these groups were mandated to provide recommendations on the elements of a future legal instrument on AI. Through both working groups, GPD has worked closely with other civil society organisation members to ensure that the recommendations of the groups were informed by human rights considerations.

The extension would build on the successes of the first year of the project through updating and implementing the global advocacy strategy. Opportunities to build on this engagement include implementation of the outcomes of UNESCO's Recommendation on AI, which is expected to result in an agreement to develop an Ethical Impact Assessment framework. In addition, should the mandate of CAHAI be extended, as is expected, GPD would be able to build on its engagement via the existing working groups to support the treaty negotiation process. Finally, at the Human Rights Council, a new expert consultation will be conducted in 2022 (on the role of tech companies in applying the UN Guiding Principles when it comes to new and emerging technologies), also offering opportunities for civil society to provide expert input to the shaping of norms related to AI.

CSO engagement in these processes will be facilitated through coordination and capacity building activities that would be detailed in the updated global strategy. The 7 CSOs engaged in the current phase of the project would be provided with stipends to actively engage in a process identified under the global strategy. GPD would, in addition to providing coordination support, provide ad-hoc capacity building to civil society to engage in selected processes and develop tools and resources for GPD's dedicated AI hub. The stipends would cover support for the seven CSOs to attend coordination calls, develop joint inputs, liaise with other key stakeholders and distribute advocacy messages to relevant policymakers.

- f) **Indicators:** What are the concrete criteria (quantitative and qualitative) for gauging to what extent the purpose and aim have been achieved, as well as for measuring the success of the project (overarching political goal)? Please note that the indicators should be SMART: specific, measurable, acceptable, realistic, time-bound. What means of verification are available? (maximum 1000 characters)

Indicator	Type	Baseline	Results (2021)	Target (2022)	MoV
National workplans developed/ updated	Output	0 (2020)	3	1 workplan (Nigeria) updated by end of February 2022	Grantee reporting
Global advocacy strategy developed/ updated	Output	0 (2020)	1 advocacy strategy developed	1 advocacy strategy updated by end of January 2022	Grantee reporting
Number of global South CSOs engaging in	Output	0 (2020)	7	7 still engaging	Grantee reporting

international processes					
Increase in strategic interventions in national processes	Outcome	Interventions either do not exist or are not strategic (2020)	4 strategic interventions (2 in Chile, 1 in Nigeria, 1 in Colombia)	3 interventions in identified process in Nigeria are more strategic	Grantee reporting / public reporting
Decisionmakers in national processes acknowledge considerations raised by CSOs	Outcome	Decisionmakers are not aware of the human rights considerations raised by CSOs (2020)	3 acknowledgements (2 Chile, 1 Nigeria)	3 acknowledgments of CSO considerations in the identified national process in Nigeria	Public reporting / reports from national processes
Increase in strategic interventions in international processes	Outcome	Interventions either do not exist or are not strategic	5 strategic interventions (2 at Council of Europe, 2 at UN HRC, 1 at UNESCO)	Minimum 2 interventions in each identified process are more strategic	Grantee reporting / public reporting
Decisionmakers in international processes acknowledge considerations raised by CSOs	Outcome	Decisionmakers are not aware of the human rights considerations raised by CSOs	3 acknowledgements of CSO considerations total (1 per process)	Minimum 1 acknowledgment of CSO considerations in each identified process	Grantee reporting / public reporting

g) **Risks:** What risks and undesirable side-effects could obstruct the aim and impact of the project? How can these risks be minimised? (maximum 750 characters)

Risk	Impact	Likelihood	Risk mitigation plan
National policymaking processes are stalled or delayed as a result of the COVID-19 pandemic or other changes to the national policy environment	Medium	Medium	The project has been designed to incorporate flexibility when it comes to engagement on relevant issues and in appropriate policy spaces.
The global advocacy strategy is disrupted as a result of the COVID-19 pandemic or other changes to the international policy environment within which AI is discussed	Medium	Medium	The project has been designed to incorporate flexibility when it comes to engagement on relevant issues and in appropriate policy spaces. GPD is monitoring the spread of the virus closely and has developed contingency plans to ensure business continuity in case of a severe outbreak. Activities can be reshaped to reflect limitations on travel.

Decision makers in international forums resist CSO engagement and limit their ability to carry out activities	High	Low	GPD continues to foster a collaborative and open model of engagement with decision makers, seeing them as partners rather than as opponents.
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#### 4. Monitoring, progress reviews and evaluation

The Federal Foreign Office carries out progress reviews of all the projects it funds. In order for it to do so, the following information needs to be submitted at the application stage:

- a) How will you guarantee that the project is constantly monitored so that you can react swiftly when the conditions in which you are operating change? (maximum 700 characters)

As the project implementer, GPD has total and continuous oversight over project activities and outcomes, as well as their progress towards the project goal. GPD regularly assesses and reports on progress against the output and outcome indicators outlined above. To further ensure that the project is responsive to changing external circumstances, GPD will be in regular communication with the funder and open to feedback and input. Regular quarterly reporting will be an additional mechanism to reflect on project progress and its relevance.

- b) Please detail how you intend to monitor internally whether aims are being achieved, how much of an impact is being made and how cost-effective the measures undertaken are and, if applicable, whether an external evaluation is to be carried out. (maximum 700 characters)

The progress and implementation of project activities will be continuously monitored by GPD and reported to the funder through quarterly financial and narrative reports. Progress will be monitored according to the framework provided under section 3 of this proposal.

#### Please note:

When necessary, the Federal Foreign Office evaluates projects it has provided with funding. The evaluation is carried out by staff from headquarters in Berlin, by the competent German mission abroad or by external experts.

#### 5. Public relations

What are you planning to do to generate publicity and guarantee the visibility of the project and of the German contribution? Please state reasons (security or the confidentiality of the measure) If no public relations are planned. (maximum 500 characters)

At the start of the project, GPD will review the existing public relations plan and update it as required, in collaboration with the Foreign Office. This plan is likely to include the promotion of the original content developed by GPD under this project e.g. online hub, blog posts and webinars, as well as addition of further materials developed under the project. These will continue to be hosted on GPD's website and cross-posted to other existing communication platforms where possible.

All communications and promotional materials developed under this project will be shared with the Federal Foreign Office to ensure they are disseminated widely within their networks.





**Embassy of the  
Federal Republic of  
Germany  
23 Belgrave  
Square  
London  
SW1X 8PL**

Last updated in January 2021

The Federal Republic of Germany, represented by the Federal Minister for Foreign Affairs, the latter acting through the agency of (Name des Leiters o.V.i.A, Funktion) of the Federal Republic of Germany in London. Dr Clemens Komeo, Head of Political Department, German Embassy London (hereinafter referred to as “the donor”),

**and**

Global Partners Digital Limited in London, Acting through the agency of Lea Kasper, (hereinafter referred to as “the recipient”), shall, on the basis of German law, conclude the following

### **Agreement**

#### **1. Granting of an allocation**

The donor shall grant the recipient in the deficit-financing mode a non-repayable allocation of up to

80,000,- EUR (in words eighty  
thousand Euros)

for the project AI and Human Rights: Shaping the Outcomes of Relevant National and International Discussions [EXTENSION] (intended purpose of the allocation) referred to in the application dated 18 November 2021.

The allocation may only be requested and used to achieve the intended purpose of the allocation when the recipient's own and other funds envisaged for the project have been exhausted.

If a deficit is to be financed pro rata by several donors, the allocation may only be requested pro rata with the financial support from the other donors.

Only funds needed to achieve the intended purpose of the allocation within the next six weeks may be requested and paid.

The recipient may agree or effect payments prior to completion of the relevant service or purchase only where this is customary or where justified in special circumstances.

The allocation is approved on the basis of the above-mentioned project application and the Financial Plan (version dated 18 November 2021), both of which are integral elements of this Agreement.

The allocation is intended exclusively to defray outlays necessary for the achievement of the intended purpose of the allocation.

Expenditure for supplies and services ordered by the recipient before concluding this Agreement and expenditure not related to the intended purpose of the allocation may not be financed (or partly financed) from the allocation.

## 2. Objectives

The following objectives are to be pursued with the allocation and the following indicators are deemed to be binding:

- Activity 1. Updating and implementing the advocacy workplan in Nigeria
- Activity 2. Updating and implementing the global advocacy strategy

The following indicators are deemed to be binding:

- National work plans developed/updated

Global advocacy strategy developed/updated  
Number of global South CSOs engaging in international processes  
Increase in strategic interventions in national processes  
Decision makers in national processes acknowledge considerations raised by CSOs  
Increase in strategic interventions in international processes  
Decision makers in international processes acknowledge considerations raised by CSOs

The objectives and indicators may only be altered by amending this Agreement. Attention is drawn in this context to the provisions of paragraph 18 of the present Agreement.

## 3. Authorised period

The authorised period shall be the time from February 2022 to December 2022.

The allocation may only be disposed of within the authorised period specified above. Only expenses that solely benefit the intended purpose of the allocation and are set out in the attached Financial Plan are eligible for allocations, provided the payment date and/or cause falls within the specified authorised period. Expenses of other kinds and expenses incurred outside the authorised period may not be met from the allocation.

The allocation referred to in paragraph 1 of the present Agreement shall be approved for the 2022 financial year (1 January to 31 December 2022). Parts of the allocation not disbursed by 31 December 2022 cannot be carried forward to the succeeding 2023 financial year.

Changes to the disbursement plan can only be made if funds are available. You have no legal right to amend the Financial Plan.

#### **4. Provision of the allocation**

The provision of the full amount of the allocation by the donor is dependent on whether the full amount of the allocation is actually available in the budget of the Government of the Federal Republic of Germany for the 2022 financial year (budget proviso).

The donor reserves the right subsequently to reduce the allocation or to terminate the present Agreement in the event that all or part of the funds required for the allocation should be unavailable due to unforeseeable circumstances (e.g. owing to a budget freeze).

The granting of funding does not necessarily mean that support will be provided on a similar scale in future.

The allocation is granted on the condition that the total financing of the project, including potential follow-up costs, is and remains guaranteed.

The recipient is aware that in any event it is required to meet in full all obligations arising under the present Agreement.

The recipient shall ensure that its project staff derive no better advantage than comparable employees in the civil service of the Federal Republic of Germany. The provisions that apply to the federal administration, in particular the law regarding collective bargaining, travel and removal expenses and the regulations on advance payments and canteen provision must be applied *mutatis mutandis*.

In order to prevent duplication of funding, it must be ensured that, for every post for which allocations are granted in connection with the project specified in paragraph 1, no more public funds are requested than are needed for one full-time job.

Where personnel costs or consultants' fees are paid using the allocation specified in paragraph 1, these may be liable to taxation both in the host country and in Germany; the

individual recipient is responsible for paying any such tax to the relevant tax office.

Personnel files must be kept for every employee employed by the project; these files must contain full information about all details of the employment from recruitment to termination as well as all contractual documentation.

In principle, regular public means of transport are to be used for official trips. Air fares are only eligible for allocations if the flight is necessary for official or economic reasons, in particular

- for scheduling reasons that could not be anticipated in good time
- if flying is cheaper than other modes of transport
- if a total of at least one working day is saved.

Reasons justifying one-off exceptions must be given on the invoice submitted. If exceptions are wanted on a regular basis they must be agreed in advance with the donor. Travel expenses must in principle be settled according to the model prescribed for the Federal Administration. In particular, exact times must be given for departure from your starting point and arrival at your destination, if applicable with any stops in between, and times of border crossings. The cost of travel insurance (health insurance or cancellation insurance) is not eligible for allocations, even for project-related travel.

The recipient expressly confirms that the project referred to in paragraph 1 of the present Agreement has not yet begun.

## **5. Financial Plan**

In accordance with paragraph 1 of the present Agreement and with regard to the items eligible for allocations, the Financial Plan in the version dated 18 November 2021 shall be deemed binding.

Individual items of the Financial Plan may be exceeded by up to a maximum of 20%, provided that the excess on each individual item is offset by savings elsewhere.

If, following approval of the allocation, the total expenditure envisaged for the intended purpose is less than stated in the Financial Plan, or new or additional funds become available, the allocation shall be reduced accordingly.

The allocation must be used cost-effectively and economically.

The allocation must not be used to create reserves.

## **6. Onward transfer of funds**

The recipient is authorised to transfer funds from the project allocation specified in

paragraph 1 to the following affiliated agencies specified by the recipient, namely

- Paradigm Initiative (Nigeria)
- Derechos Digitales (Chile)
- Fundacion Karisma (Colombia)
- Jordan Open Source Association (Jordan)
- Institute for Development of Freedom of Information (Georgia)
- Nigerian Network of NGOs (Nigeria)
- Transparencia Brasil (Brazil),

hereinafter referred to as the "final recipient".

Such onward transfer must be effected under the terms of a project-funding contract concluded under private law.

Such contract must contain material provisions on the applicability of the terms of this Agreement as between the recipient and the final recipient. This concerns in particular the objective and indicators, procurement law, the safeguarding of the donor's rights, the prevention of corruption, interest, accounting and repayment modalities, disclosure requirements, breach of agreement and its consequences, and proof of employment of funds. Such provisions are to be incorporated directly into the contract.

In addition, the following issues must be specified in the contract:

- the amount transferred from the allocation, the intended purpose of the allocation and the specific measures that are to be funded,
- the period for which the intended purpose applies and what will happen to the goods procured with the allocation **thereafter**,
- the mode of funding and the amount of expenditure that qualifies for funding, the authorised period,
- how the measure(s) will be carried out and how the use of the allocation will be audited. Special emphasis must be placed on the right of audit of the Federal Foreign Office and the German Federal Audit Office (FAO)
- the grounds on which the contract may be revoked: The contract may be revoked for good cause in particular if the conditions on which the contract was based no longer apply, if the contract was concluded on the basis of information from the final recipient which was inaccurate or incomplete in some material way or if the final recipient does not fulfil its obligations,
- acknowledgement of the repayment obligations and all other repayment terms by the final recipient,
- the payment of interest on repayments claimed.

The recipient shall regularly monitor the project progress made by the final recipient. It shall audit the final recipient's interim and final Proof of Employment of Funds and shall enclose a

detailed audit note on the final recipient's interim and final Proof of Employment of Funds, including the final recipient's supporting documents, with its own interim and final Proof of Employment of Funds for the donor. The right of audit to be granted to the recipient must also be reserved to the Federal Foreign Office (and its representative) and the German FAO, otherwise the transferred funds cannot be recognised as allocations.

The final recipient must keep the original receipts proving income and expenditure, as well as all other documents relating to the financial support, for at least five years starting from the date of submission of the complete Proof of Employment of Funds by the recipient to the donor.

The deadline for the submission of the interim and final Proof of Employment of Funds under paragraph 16 of the present Agreement remains unaffected by the onward transfer of the allocation and is binding.

#### 6.1. Claims for repayment/Recipient's liability in the event of onward transfers of funds

The recipient Global Partners Digital Limited shall be liable to the donor for any breach of contract by the final recipient and for all of the donor's claims for repayment. It shall release the donor from all claims by the final recipient.

### **7. Provisions of procurement law**

The recipient shall implement the project alone and upon its own responsibility. For reasons of cost-effectiveness and economy, and to promote equal opportunities and transparency, any contracts for supplies, construction work or services, as well as any concessions, are as a matter of principle to be awarded competitively. In particular, the recipient must obtain offers from at least three different bidders, must accept the most economical offer and must keep verifiable records of the entire bidding process. Contracts of a value of maximum 1,000 euros (without value added tax) may be awarded without a bidding process. In all other respects, the procurement law that attaches to the recipient shall be applied.

If the acquisition value (without value added tax) of an individual item exceeds 800 euros, the item must be inventoried on procurement. An inventory note must be made on the relevant of all inventoried items (inventory list) must be attached to the interim and final Proof of Employment of Funds. The recipient must take all necessary measures to protect and ensure careful use of all goods procured from the allocation. The recipient must inform the donor in writing of any loss, substantial damage or theft of inventoried items, and if in breach of its duty of care, replace them at its own cost. The report for the donor must clearly describe the items concerned, giving the date of purchase and price, their condition at the time of loss, damage or theft, their estimated current value and information about any fault on the part of the recipient's staff, any measures taken to replace the items and security measures to prevent future loss.

In the event of theft, a certified report from the local police authorities is to be included.

The retirement of inventoried items must be noted in the inventory list with a reason for the retirement.

The donor is entitled to examine or to instruct its representative to examine the inventoried items in situ.

Outlays in foreign currencies must be converted into euros; the exchange rates applied must be specified as must the current exchange rate of the cash office of the responsible mission abroad.

## **8. Safeguarding of rights**

In the case of allocations relating to publications, the recipient undertakes to make available to the donor three free copies of each publication for the purpose of monitoring the measure and proving its objectives have been fulfilled.

The recipient undertakes to grant the donor intellectual property licences and to permit the transfer of intellectual property rights to the donor or allow the donor to share to an appropriate degree in the earnings derived from these rights in order to secure the fruits of the project for the public.

In the case of academic/scientific works, the recipient undertakes to allow the findings to be used by the public.

The recipient undertakes to make public reference to the financial support in an appropriate manner in agreement with the donor.

## **9. Prevention of corruption**

The recipient undertakes to take appropriate personnel, organisational and administrative measures in order to prevent the allocation from being misappropriated, as well as to avoid the influence of corruption on project activities. The recipient shall stop all practices that could lead to allegations of corruption. The donor must be informed immediately if there is any indication that the intended purpose of the allocation is not being respected, or if there is other evidence of corruption or actions that could lead to criminal charges.

The donor may demand repayment of any already disbursed contributions if there are good grounds to believe that these payments have been misappropriated. The recipient will be given an opportunity to comment in advance.

## **10. Payment modalities**



### 10.1. Payments by the recipient

The recipient may make payments before receiving the relevant service or purchase only to the extent that this is customary or justified in special circumstances. Any such special circumstances must be detailed in the Proof of Employment of Funds.

All receipts connected with the project must include all standard business details and enclosures and must be clearly ascribed to the project. Receipts relating to expenditure must in particular specify the payee, the grounds of payment, the date of payment, proof of payment and, in the case of goods of any price, their intended purpose. Blanket descriptions such as "Expenses for preparations" are not permissible. Receipts in foreign languages - except English - must be accompanied by a translation. At a minimum, the essential details of such receipts must be provided in the German or English language. When converting amounts in foreign currencies into euros, the exchange rate used must be specified.

Copies of the bill of consignment and lading, and other supporting documents for other individual items must be submitted with hauliers invoices.

If the allocation is transferred onwards in whole or in part pursuant to paragraph 6 of the present Agreement, the conditions pertaining to receipts must be imposed on the final recipient. The recipient shall be liable for misconduct on the part of the final recipient.

Receipts from which the purpose and occasion of a payment are not apparent without further investigation will not qualify for funding.

### 10.2. Request for the allocation by the recipient

The recipient shall request the allocation in instalments only to the extent that and not until it is needed for defraying outlays eligible for allocations which are likely to fall due within six weeks of such request.

The letter requesting the allocation must give details of the income and expenditure envisaged for the next six weeks, as well as of the own funds and third-party funds already defrayed.

Each request from the recipient should be submitted to the donor approx. two weeks prior to payment of the allocation in case there are any outstanding questions and to allow enough time for the request and payment to be processed.

### 10.3. Payment of the allocation by the donor

The allocation shall be transferred at the recipient's request in installments to the following bank account:

Name of the recipient: GLOBAL PARTNERS DIGITAL LTD

Name of the bank: Barclays

Account number: Sort code (BLZ): SWIFT code:

IBAN: **Reference:**

**46964299** 204141 BUKBGB22

GB24 BUKB 20414146964299

Project AI and Human Rights 1st/2nd/...  
instalment

## 11.

### Interest

#### 11.1. Interest on the allocation

If the recipient earns interest on the allocation (accrued interest), the donor must be informed in writing. The accrued interest must be declared and managed as project income up until the end of the authorised period. Upon expiry of the authorised period, the accrued interest must be transferred to the donor.

The accrued interest shall not be absorbed into the recipient's general budget and may not be used to finance project activities.

The accrued interest may not be used to offset any bank fees or bank service charges incurred.

#### 11.2. Default interest

The donor shall be entitled to demand default interest from the recipient if

a) an allocation is not used within six weeks of payment for the fulfillment of the intended purpose,

b) the recipient requests the donor to pay an allocation even though its own funds or funds from third parties are to be used in the first instance or pro rata,

the recipient does not immediately inform the donor of circumstances that could lead to demands for repayment,

d) the recipient fails to repay immediately and without being asked

- unused parts of an allocation remaining after conclusion of the project or after expiry of the authorised period, or

- (accrued) interest earned.

The annual default interest rate shall be fixed from the date of the obligation to pay/repay until the date on which it is received by the donor at five percentage points above the relevant basic interest rate of the German Bundesbank.

## **12. Accounting and repayment modalities**

The recipient undertakes to keep a current record of its finances with regard to the project specified in paragraph 1 of the present Agreement.

Should it become clear during or after completion of the project that any part of the allocation is not or is no longer needed for the intended purpose, such part – plus any (accrued) interest incurred – shall, immediately and without being asked, be:

transferred to account no. 86001040 at the Leipzig branch of the Deutsche Bundesbank (BLZ 86000000), IBAN: DE38860000000086001040, BIC: MARKDEF1860, account holder Auswärtiges Amt, quoting the responsible Division at the Federal Foreign Office and a cash reference. The donor must at the same time be informed in writing that this has been done.

## **13. Recipient disclosure requirements**

The recipient is required to inform the donor without delay if

- after the application for the allocation has been submitted, the recipient applies for and/or receives additional financial support from other public institutions of the Federal Republic of Germany or the European Union for the same purpose. The same holds for
- financial support from third parties, the intended purpose or other circumstances crucial to the approval of the allocation change or no longer apply,
- it becomes clear that the intended purpose cannot be fulfilled, or cannot or can no longer be fulfilled with the approved allocation,
- parts of an allocation already paid cannot be used within six weeks of payment,
- bankruptcy proceedings have been opened or applied for with regard to the recipient's assets, or if the recipient ceases its activities for other reasons,
- the budgetary funds available for the current financial year are not requested. The last request for funds for the 2022 financial year must be submitted to the donor by 15 November 2022. As a rule, requests received after this date will not be processed. Funds that have not been requested are forfeited for that financial year. They may be claimed in future financial years subject to the funds being made available in the budget execution process.

## 14. Right of audit

The donor and the German auditing bodies shall be entitled to request books, receipts and other business documents and, if deemed necessary, to examine – or to have representatives

examine – on site whether the allocation is being used in accordance with the intended purpose.

To this end, the recipient must have all receipts and documentation available and provide any necessary information during the audit.

The recipient undertakes to keep all original receipts proving income and expenditure, as well as all other documents relating to the financial support, for at least five years starting from the date of submission of the Proof of Employment of Funds.

If the recipient has an internal auditing body, it must examine the Proof of Employment of Funds before it is passed to the donor and certify that it has done so, giving details of its findings.

## 15. Breach of agreement

The donor reserves the right to withhold or reclaim payment of the allocation or parts thereof, in particular if

- incorrect or incomplete information was provided in order to obtain the allocation,
- the allocation is not or is no longer being used for the intended purpose,
- it becomes apparent that the intended purpose cannot be achieved, or cannot be achieved with the approved allocation,
- circumstances arise which alter or nullify the intended purpose,
- the total expenditure for the intended purpose falls, the recipient's own funds or third party funds increase or the recipient or third parties come up with new funds,
- the allocation is not used for the intended purpose within six weeks of its payment,
- conditions imposed by the donor in this Agreement are not fulfilled or not fulfilled within the set period, in particular if the required Proof of Employment of Funds is not submitted on time and if the disclosure requirements set forth in paragraph 13 of the present Agreement are not met,
- bankruptcy proceedings have been opened or applied for with regard to the recipient's assets. In this context it must be remembered that all payments must immediately be discontinued and any funds already disbursed must be audited.
- The approved funds shall be repaid if they are not used or if they are not duly used in accordance with the intended purpose.

The amount to be repaid is the amount in euros.

The donor shall give the recipient the opportunity to present its position before payments are discontinued or reclaimed.

## **16. Proof of Employment of Funds**

### **16.1 Proof of Employment of Funds**

The recipient shall submit a Proof of Employment of Funds in duplicate to the donor by 31 March 2023 at the latest. The Proof of Employment of Funds shall comprise a substantive report, a statement of account and a list of receipts. The recipient must use the forms made available for this purpose.

The substantive report must give detailed information about how the allocation was used, describe the measures implemented, present the result achieved and state to what extent the intended purpose has been achieved. In the report the recipient should explain the main positions of the statement of account as well as the necessity and appropriateness of the completed project activities.

The statement of account must give separate information about income and expenditures in chronological order – in accordance with the structure used in the Financial Plan of 18 November 2021. The statement of account must contain all income and expenditure in connection with the intended purpose. The list of receipts is to be drawn up in accordance with the form provided.

### **16.2 Confirmation**

The Proof of Employment of Funds must contain confirmation that the expenditures were necessary, that the allocation was used cost-effectively and economically and that the figures contained therein coincide with those in the books and original receipts.

### **16.3 Submission of original receipts with translations**

If the donor so requires, the recipient is obliged to submit the relevant receipts in the original. If receipts are so requested, foreign-language receipts (except those in English) must be accompanied by a German or English translation giving the essential information contained in the receipt.

## **17. Data Protection**

The recipient shall – both before and after the end of the contractual relationship – treat as confidential all official matters that come to its attention in the course of its activities. It shall also oblige its employees to respect the confidentiality of all such matters.

No copies, photocopies or other duplicates may be made of official papers, drawings and similar documents to which the recipient has been given access for the purposes of this agreement without the prior consent of the donor or other authorised persons. The recipient shall take all necessary precautions to prevent unauthorised persons obtaining knowledge of the above-mentioned documents, including any copies, etc. made thereof, and shall hand over all documents to the donor when this contract expires.

The recipient confirms that, pursuant to Article 7 of the EU General Data Protection Regulation, consent for the transmission of all personal data contained in the documents submitted to the Federal Foreign Office in connection with the Proof of Employment of Funds has been obtained from all data subjects. The Federal Foreign Office is hereby authorised to make further internal use of the personal data.

Personal data will be processed under this Agreement. The legal basis for such processing is Article 6 (1) (e) of the General Data Protection Regulation in conjunction with section 3 of the Federal Data Protection Act, since these data are needed for the performance of a task (deciding whether to grant funding). Reference is made to the enclosed data protection declaration in accordance with Article 13 of the GDPR (provision of information).

## **18. Amendments**

The Allocation Agreement may be amended in whole or in part only by written agreement between the donor and the recipient.

If any provision of this Agreement is or becomes invalid or is void in whole or in part, the validity of the remaining provisions shall remain unaffected. The contracting parties undertake to replace the invalid or void provision with one that best reflects the economic object originally pursued.

## **19. Jurisdiction/Arbitration Clauses**

The contracting parties shall take measures to settle any dispute, difference of opinion or claim arising from or relating to this Agreement or the project by direct negotiation, orally or in writing. The same shall apply to issues concerning the breach, termination, revocation or invalidity of this Agreement.

Should no solution be found in this way, the contracting parties agree that German law shall apply. The place of jurisdiction shall be Berlin.

## 20. Entry into force

This Agreement shall enter into force immediately upon signature by the duly authorised representatives of the contracting parties and shall remain valid until the donor and the recipient have fulfilled all their obligations thereunder.

London, 1 March 2022

(place, date)

(signature(s))

Lea Kasper  
Executive Director  
Global Partners Digital Limited

London, den 7.3.2022

(place, date)

(signature)



Dr. Clemens Köhnen  
Head of the Political Department  
Embassy of the Federal Republic  
of Germany

<b>TITLE</b>	2022-23_61_Proj62_Institute for Development of Freedom of...
<b>FILE NAME</b>	2022-23_61_Proj62...f Information.pdf
<b>DOCUMENT ID</b>	8aeeedd51af6c5af420caefcf50b6efa5606961d
<b>AUDIT TRAIL DATE FORMAT</b>	DD / MM / YYYY
<b>STATUS</b>	● Signed

## Document history



SENT

**22 / 04 / 2022**

09:19:30 UTC

Sent for signature to Rebecca Zausmer (rebecca@gp-digital.org) and Giorgi Kldiashvili (g.kldiashvili@idfi.ge) from info@gp-digital.org  
IP: 77.97.5.77



VIEWED

**25 / 04 / 2022**

08:57:17 UTC

Viewed by Rebecca Zausmer (rebecca@gp-digital.org)  
IP: 86.178.252.110



SIGNED

**25 / 04 / 2022**

08:57:31 UTC

Signed by Rebecca Zausmer (rebecca@gp-digital.org)  
IP: 86.178.252.110



VIEWED

**25 / 04 / 2022**

20:53:58 UTC

Viewed by Giorgi Kldiashvili (g.kldiashvili@idfi.ge)  
IP: 5.152.127.89



SIGNED

**25 / 04 / 2022**

20:55:24 UTC

Signed by Giorgi Kldiashvili (g.kldiashvili@idfi.ge)  
IP: 5.152.127.89



COMPLETED

**25 / 04 / 2022**

20:55:24 UTC

The document has been completed.