

OFFICE: 210

**USAID FUNDED GRANT FROM
East-West Management Institute
TO
Institute for Development of Freedom of Information**

EWMI Subaward Number:	G-1599-19-210-3023-20
Type of Subaward:	Fixed Amount Award
Funder:	United States Agency for International Development (USAID)
Prime Award Program Name:	Advancing CSO Capacities and Engaging Society for Sustainability (ACCESS)
Prime Award Number:	AID-114-A-14-00008, awarded in 2014
Prime Award CFDA Number:	98.001, USAID Foreign Assistance for Programs Overseas
Cooperating Country:	Republic of Georgia
Subrecipient Project Name:	Access to Information in Georgia - 2018
Subaward Start Date:	15 March 2019
Subaward End Date:	15 July 2019
Estimated Subaward Amount:	\$14,995.50
Cost Share Amount:	
Total Amount:	\$14,995.50
Subrecipient Name:	Institute for Development of Freedom of Information
Subrecipient Address:	4, Niaghvari Street, Tbilisi, 0108 Georgia
Subrecipient Program Manager:	Giorgi Kldiashvili e-mail: g.kldiashvili@idfi.ge
Subrecipient Finance Manager:	Ketevan Esvanjia e-mail: k.esvanjia@idfi.ge
EWMI Contact Information:	EWMI-ACCESS, 5 Marjanishvili St., 3rd Floor Tbilisi, 0102 Georgia Tel.: (+995 32) 2 202 444
EWMI Grants Manager:	Temo Danelia e-mail: tdanelia@ewmi-access.org

This Subaward is the entire agreement and supersedes all other written or oral agreements. Individuals signing below certify that they have legal authority to enter into binding agreements on behalf of their respective organizations and have completed all formalities and other actions required by their By-Laws and Articles of Incorporation or similar charter documents, and all applicable laws, to authorize execution and performance of the Subaward. By their signatures on this Cover Page, the Parties, have agreed to all provisions of this Subaward, and the Subrecipient certifies the statements in Annex Six, agrees to implement the Project and submit all reports and other deliverables in accordance with the following:

- Annex One: Schedule
- Annex Two: Program Description
- Annex Three: Program Budget
- Annex Four: Subaward Payment Request Form
- Annex Five: Report Format
- Annex Six: Certifications
- Annex Seven: Mandatory Standard Provisions and Required as Applicable Provisions

For EWMI:

**ACCEPTED AND CERTIFIED FOR
Institute for Development of Freedom of Information:**

Tamuna Karosanidze, CoP

Date: _____

Giorgi Kldiashvili



ANNEX ONE: SCHEDULE

Article One: Purpose of Grant

The purpose of this grant is to provide support for the program described in Annex Two of this Grant Agreement.

Article Two: Period of Grant

The effective date of this Grant Agreement is **March 15, 2019** and the estimated completion date of the Grant Agreement is **July 15, 2019**.

Article Three: Amount of Award and Payment

The estimated total amount of award is **USD 14,995.50**

EWMI ACCESS shall not be liable for making payments to the Grantee for any costs in excess of the value of the award.

Article Four: Milestones and Financial Terms and Conditions

A. Milestones

The Fixed Amount Award with EWMI ACCESS is for very specific program elements. The accomplishment of each Fixed Amount Award objective will be based on the completion of the tasks and successful submittal or completion of the milestones indicated.

Milestone #	Budget	Start and End Dates	Milestone Description	Deliverable
I	\$6,760.50	March 15 - April 30, 2019	Upload government's responses to IDFI's FOIA requests on the special FOIA database developed and maintained by IDFI https://idfi.ge/foi-statistics/	Link to the updated IDFI's information module
			Analyze responses to IDFI's FOIA requests to central and local government agencies (2,000+ FOIA responses from over 250 government agencies)	Statistical analyses
			Analyze official statistics on the FOIA requests received and processed by the government	Statistical analyses
			Prepare and publish a comprehensive report analyzing government's adherence to the FOIA	Final FOIA Report in Georgian and English
			Organize the public presentation of the FOIA report and ranking and award most transparent and least transparent government agencies with respective certificates	Copies of printed certificates Links to the media coverage , presentation agenda, signed list of participants, photos, electronic version of the presentation banner

			Summary of the Report published	Printed summary of reports (15-20 pages)
			Prepare and publish the national ranking of the most- to least-open government agencies	A list of agencies
			Analyze governmental websites to assess their compliance with the proactive disclosure regulations	Draft analysis
			Prepare Milestone I Report	A Report

Milestone #	Budget	Start and End Dates	Milestone Description	Deliverable
II	\$8,235.00	May 1 - June 15, 2019	Prepare and publish a comprehensive report analyzing government's adherence to proactive disclosure rules and regulations	Final report on proactively disclosed public information in Georgian and English (electronic version)
			Press Conference on the report on proactively disclosed public information	Signed list of participants, photos, media coverage
			Widely disseminate the project findings using info graphics, short videos, and other user-friendly communication tools	2 videos, 2 info graphics, links to published materials
			Prepare Final Report	A Final Report

B. Payment

1. The Grantee will be paid a set amount upon programmatic accomplishment of identified and established grant benchmarks or milestones or program achievements. Once the Grantee has presented the documentation required under the Grant Agreement, EWMI ACCESS will transfer by wire the corresponding sum in the Grantee's bank account.
2. Requests for grant payments and reports should be sent within 5 working days of the Milestone completion date to the EWMI ACCESS Grants Manager designated on the Cover Page.
3. To obtain payment for accomplishment of milestones the grantee must present the following documentation: (1) a properly prepared request for payment in the format provided in Annex Four and (2) a certification (in the format provided in Annex Five) that the activity milestone for which it is requesting payment has been completed in accordance with the program description.
4. EWMI ACCESS will review the submitted report for the respective milestone within three working days and unless there are additional questions from EWMI ACCESS Component Leader regarding milestone deliverables, ACCESS will initiate a payment transfer.
5. All payments will be made by wire transfer in GEL to grantee at the Bank Account to be provided by the grantee. Payment will be based on the commercial exchange rate provided by EWMI's bank prevailing on the payment date. Any fees charged by the grantee's Bank for incoming wire transfers will not be reimbursed by EWMI. Total disbursement to Grantee shall not exceed the Total Estimated amount in USD indicated on the cover page.

C. Financial Records

1. The Grantee shall maintain financial records, including receipts, time reports, and other accounting documentation to sufficiently substantiate its charges to EWMI ACCESS and to allow for an accounting of costs incurred under this Grant separately from costs funded by other sources and the ability to report accordingly. These records shall be made available to EWMI ACCESS or its representatives for review at any time. All financial records and documentation shall be kept available for at least **seven** years after payment of the final milestone.

D. Other Financial Requirements

This Grant is made to the Grantee on condition that the funds will be administered in accordance with the terms and conditions set forth herein as follows:

1. The funds provided under the terms of this Grant Agreement shall be used to pay for the expenses incurred by your organization in performance of the project in accordance with the terms and conditions of this Grant Agreement and its Annexes.
2. At the request of EWMI ACCESS, the Grantee shall return any of the funds received to EWMI ACCESS which have been used for any questionable or unallowable expenses, as determined by EWMI ACCESS, which do not comply with the terms and conditions of this Grant.
3. The Grantee is expected to provide supporting evidence of counterpart contribution under the terms of this Grant Agreement. A copy of the invoice or other document that demonstrates the contribution will be acceptable.

Article Five: Other Terms and Conditions

- A.** The Grantee has full responsibility for executing the activities supported by this Grant and for complying with the Grant Agreement terms and conditions. Although the Grantee is encouraged to ask for the opinion and support of EWMI ACCESS about any specific problems that may arise, this suggestion does not diminish the responsibility of the Grantee. The Grantee has the responsibility of notifying EWMI ACCESS about any significant problems associated with the administrative or financial aspects of the Grant.
- B.** The Grantee must certify in writing to EWMI ACCESS at the end of the Grant that the activity was completed. If unable to certify, the Grantee shall be expected to make appropriate reimbursements to EWMI ACCESS. Grant close out will be accomplished with EWMI ACCESS's acceptance of the final milestone, approval of final payment, and submission of certification by Grantee.
- C.** The Grantee shall inform EWMI ACCESS promptly in writing of any changes in its officers, name, legal status, address, or telephone/fax number.
- D.** The Grantee hereby agrees to indemnify, defend and hold EWMI ACCESS, its affiliates and their respective officers, directors, employees and agents harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses), suffered or incurred by EWMI ACCESS or any of the foregoing persons that arise from or may be attributable to: (i) a breach of any obligation, representation or warranty of Grantee hereunder or (ii) errors, omissions or fault of Grantee in the performance or services pursuant to the Grant Agreement. Grantee's obligation under this paragraph will survive cancellation, expiration or termination of this Agreement by either party for any reason.
- E.** The Grantee shall adhere to the following provisions on Termination and Suspension:
 - 1. EWMI ACCESS may terminate this Grant at any time, in whole or in part, upon written notice to the Grantee, whenever it is determined that the Grantee has materially failed to comply with the terms and conditions of the Grant.
 - 2. This Grant may be terminated at any time, in whole or in part, by EWMI ACCESS with the consent of the Grantee. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the Grant to be terminated. The agreement to terminate shall be set forth in a letter from EWMI ACCESS to the Grantee.
 - 3. This Grant may be terminated at any time in whole or in part by the Grantee upon sending written notification to EWMI ACCESS with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if EWMI ACCESS determines in the case of partial termination that the reduced or modified portion of the Grant will not accomplish the purposes for which the Grant was made, EWMI ACCESS may terminate the Grant in its entirety in accordance with paragraphs E.1 or E.2 above.
 - 4. If at any time USAID determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the national interest of the United States or would be in violation of an applicable law, then USAID may directly or through EWMI ACCESS, following notice to the Grantee, suspend or terminate this Grant in whole or part and prohibit the recipient from incurring additional obligations chargeable to this Grant other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for 60 days or more, then USAID, directly or through EWMI

ACCESS, may terminate this Grant on written notice to the Grantee and cancel that portion of this Grant which has not been irrevocably committed to third parties.

5. EWMI ACCESS and USAID reserve the right to terminate in whole or in part, or suspend payments, should the Grantee become insolvent during performance of the Grant.
 6. EWMI ACCESS and USAID reserve the right to terminate this Grant Agreement or take other appropriate measures if the Grantee or a key individual of the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
 7. Termination and Suspension Procedures. Upon receipt of and in accordance with a termination notice as specified above, the Grantee shall take immediate action to minimize all expenditures financed by this Grant. The Grantee shall not incur costs after the effective date of termination. Any costs incurred after the effective date of termination will not be reimbursed.
- F. The Grantee shall acknowledge English as the controlling language. If this Grant or any of its supporting documents are provided in a foreign language, the English language version is the controlling version.
- G. In addition to the marking requirements stated in the Standard Provision entitled "Marking and Public Communications under USAID-Funded Assistance (August 2013)," which is incorporated into this Grant Agreement by reference in Annex Six, the Grantee shall follow USAID policies regarding materials produced under the award:
1. The Grantee may copyright any copyrightable work developed for, or for which ownership is purchased, under the Subaward. However, a royalty-free, nonexclusive and irrevocable right is reserved for USAID to reproduce, publish or otherwise use the work for US government purposes and to authorize others to do so. EWMI ACCESS reserves the same rights as USAID, but its reservation (1) is also for such purposes as it in its discretion determines will further Program objectives or otherwise be appropriate; and (2) is perpetual and worldwide. "Copyrightable work" includes films, photographs, graphic works, computer programs and computerized materials, and all matter embodying any of the foregoing. In addition, and without prejudice to the foregoing. The Grantee hereby affirms that it will promptly provide EWMI ACCESS upon request with all data and rights necessary to fulfill the foregoing and any EWMI ACCESS obligations to USAID under the Cooperative Agreement. USAID and EWMI ACCESS reserve comparable rights in Subaward-related data.
 2. Any 'public communications', as defined in 22 CFR 226, funded by USAID, in which the content has not been approved by USAID, must contain the following disclaimer:
"This study/report/audiolvisual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [insert recipient name] and do not necessarily reflect the views of USAID or the United States Government."
 3. USAID policy is that all programs, projects, activities, public communications, and commodities, partially or fully funded by a USAID grant or cooperative agreement or other assistance award or subaward must be marked appropriately overseas with the USAID Identity.
 4. As a condition of receipt of this Grant, marking with the USAID Identity of a size and prominence equivalent to or greater than the Grantee's, subrecipient's, other donor's or third party's is required. In the event the Grantee chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity.

- H.** The Grantee is responsible for the maintenance of any equipment and/or material received. Title to equipment and other personal property acquired under this agreement vests in the Grantee upon acquisition; provided that the Grantee shall use such equipment or personal property to further the purposes of this Grant for as long as it is useful for such purposes.
- I.** No lower tier sub-agreements are permitted under the terms of this award without prior written approval of the EWMI ACCESS Chief of Party.
- J.** The Grantee will obtain prior written approval from EWMI ACCESS for any changes to (1) activities supported by this grant (2) fixed amount of the grant (3) milestones and, (4) grant agreement completion date.
- K.** Communications must be appropriately managed. Therefore, EWMI ACCESS requires the Grantee, except as otherwise approved, to direct all communications (whether oral, written or electronic) by the Grantee, its personnel and any lower-tier subrecipients or contractors about or affecting performance of any aspect of the Grant, to EWMI ACCESS and not to USAID, other US or Cooperating Country officials. Failure to comply fully with its obligations hereunder may constitute noncompliance.
- L.** The Grantee agrees to establish safeguards to prohibit personnel from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. The Grantee warrants that it (including its parent, subsidiary and affiliate organizations, as well as its directors or trustees (as applicable), officers, personnel, agents and contractors) does not have an actual, potential or apparent conflict of interest or has fully disclosed all relevant information to EWMI ACCESS in writing. If a conflict is discovered for the first time after award, the Grantee shall immediately make full disclosure to EWMI ACCESS, including the actions the Grantee has taken or proposes to take to avoid, mitigate or neutralize the conflict(s) to the maximum extent practicable. EWMI ACCESS may then take such action(s) as it deems appropriate, in its sole discretion, including terminating the Grant.
- M.** The Grantee agrees to maintain appropriate and adequate insurance for all activities under the Grant, especially MEDEX evacuation insurance for international travelers. Notwithstanding the foregoing, to be charged to the Grant, the costs of insurance in connection with the Grant must (1) be specifically included in the Budget (or subsequently approved by EWMI ACCESS) and (2) comply with the Applicable Cost Principles.
- N.** All international air travel (including participant travel, where applicable) paid for in any part with Grant funds shall require EWMI ACCESS approval. Travel costs shall be subject to the Applicable Cost Principles; the Standard Provision entitled "Fly America Act Restrictions" (August 2013)," which is incorporated into this Grant Agreement by reference in Annex Seven, and such detailed guidelines, procedures, forms and requirements as EWMI ACCESS may prescribe. Any USAID-imposed restrictions shall be passed on to Grantee.
- O.** The Grantee represents and warrants that it, its affiliates, directors and employees: (i) have not and will not engage in the bribery of local or foreign officials in connection with any matter; and (ii) maintain and enforce a policy that prohibits bribery of local or foreign officials. Grantee shall ensure that its personnel avoid any corrupt practice including the offering, giving, receiving or soliciting of anything of value to influence the act of any public official or any officer or employee of EWMI-ACCESS. Grantee shall also ensure that its personnel avoid fraudulent practice including but not limited to misrepresentation of facts or misleading statements in order to influence a financial or procurement action, Grant execution or administration, or any accounting reports or financial statements, to the actual or potential detriment of EWMI-ACCESS or USAID.
- P.** The Grantee agrees to take all reasonable steps to secure all available direct or indirect exemptions, reductions, remissions, and/or rebates regarding any VAT or customs duties to which it might be subject under the Grant. In addition, to the extent feasible, before paying and

charging to the Grant any VAT or customs duties, the Grantee shall notify EWMI-ACCESS in writing, and shall engage in such consultations with EWMI-ACCESS as EWMI-ACCESS may request.

- Q. If an issue should arise concerning compliance with any Article of this Grant Agreement relating to ethics and integrity, or Grantee becomes aware of any instances of fraud, waste, abuse, conflict of interest concerning its staff, consultants, vendors or lower tier recipients on this project, Grantee must immediately notify EWMI in writing with a description of the issue, the pertinent facts as known on the date of the notice, conclusions reached by Grantee as of that date, and corrective actions proposed. Notification can be sent through a letter addressed to the authorized signatory on the Cover Page or can be sent directly via email to compliance@ewmi.org. Failure to respond aggressively and appropriately to such issues may be treated by EWMI as a material breach of the Grant Agreement; Grantee shall reimburse EWMI for any costs, delays, losses, damages or other liabilities (including reasonable costs and fees of attorneys and expert consultants) incurred by EWMI as a result of any occurrence raising the aforesaid issues.

ANNEX TWO: PROGRAM DESCRIPTION

EWMI ACCESS awards this grant agreement based on the application received in writing from the Grantee. The application is considered to be an integral part of this Agreement. If there are any conflicts between the contents of the application and the contents of the grant agreement and annexes, the grant agreement and annexes take precedence.

I. General Description of Work

IDFI will submit FOIA requests to all ministries and local government agencies (i.e. executive and legislative offices) and analyze received responses in terms of their compliance with the FOIA regulations in Georgia. It will also request and analyze the official statistical information on the FOIA databases (i.e. received and processed FOIA requests) maintained by the monitored government agencies. Additionally, IDFI will analyze the official websites of the monitored agencies to assess their compliance with the government regulation on the proactive disclosure of public information. Based on this monitoring and assessment, IDFI will develop and publish a comprehensive report on the FOIA adherence to Georgia to be accompanied with a national ranking of the most- and least-open government agencies.

II. Background:

The *Advancing CSO Capacities and Engaging Society for Sustainability (ACCESS)* Project work to strengthen civil society organizations (CSOs) throughout Georgia. ACCESS will enable Georgian non-profit organizations to improve their financial sustainability, organizational management, policy influence, and civic engagement. The goal is to empower CSOs to become respected community representatives capable of leading public debate and collaborating with government to create more transparent and accountable governance.

III. Tasks to be performed:

- Analyze responses to IDFI's FOIA requests to central and local government agencies (2,000+ FOIA responses from over 250 government agencies)
- Analyze official statistics on the FOIA requests received and processed by the government
- Analyze governmental websites to assess their compliance with the proactive disclosure regulations
- Prepare and publish a comprehensive report analyzing government's adherence to the FOIA and proactive disclosure rules and regulations
- Prepare and publish the national ranking of the most- to least-open government agencies
- Organize the public presentation of the FOIA report and ranking and award most transparent and least transparent government agencies with respective certificates
- Upload government's responses to IDFI's FOIA requests on the special FOIA database developed and maintained by IDFI <https://idfi.ge/foi-statistics/>
- Widely disseminate the project findings using info graphics, short videos, and other user-friendly communication tools

IV. Deliverables:

A.

- Updated IDFI's information module
- Final FOIA Report in Georgian and English
- Copies of printed certificates

- Links to the media coverage Presentation agenda, signed list of participants, photos, electronic version of the presentation banner
- Printed summary of reports (15-20 pages)
- A list of agencies
- A Report

B.

- Final report on proactively disclosed public information in Georgian and English (electronic version)
- Signed list of participants, photos,
- 2 videos, 2 info graphics
- A final report

V. Timeframe

A. March 15, 2019
April 30, 2019

B. May 1, 2019
June 15, 2019

ANNEX THREE: PROGRAM BUDGET

	Line Item	Cost per Unit	Unit	Unit Number	Total
#	MILESTONE 1				
	1 Salaries:				
1.1	Project Manager Giorgi Kldiashvili LoE 17%	\$700.00	month	1.5	\$1,050.00
1.2	Senior Researcher Levan Avalisvhili LoE 35%	\$1,200.00	month	1.5	\$1,800.00
1.3	Assistant Goga Tushurashvili LoE 75%	\$510.00	month	1.5	\$765.00
1.4	Finance Manager Ketevan Esvanjia LoE 17%	\$160.00	month	1.5	\$240.00
	2 Contractual Services:				
	Design of electronic and summary/printed versions (in Geo/appr. 40 pages & Eng/less) of the report document on access to information in Georgia 2018 (Sophio Meskhishvili)	\$130.00	design	3	\$390.00
2.2	Design of certificates (Sophio Meskhishvili)	\$30.00	design	1	\$30.00
2.3	Design of report presentation banner (Sophio Meskhishvili)	\$80.00	design	1	\$80.00
	3 Other direct Costs				
3.1	Conference venue	\$200.00	venue	1	\$200.00
3.2	Launch fee	\$8.80	person	70	\$616.00
3.3	Coffee-break fee	\$4.00	person	70	\$280.00
3.4	Interpretation fee	\$100.00	hours	4	\$400.00
3.6	Printing certificates (multiple colors; size: a4)	\$5.00	unit	40	\$200.00
3.7	Printing report document (multiple colors; max. 15 pages;; size: a5)	\$3.33	unit	150	\$499.50
3.8	Event banner (multiple colors; size: 120X200; rollup)	\$200.00	banner	1	\$200.00
3.9	Bank Charges	\$10.00	project	1	\$10.00
	Subtotal for Milestone 1				\$6,760.50
#	MILESTONE 2				
	1 Salaries:				
1.1	Project Manager Giorgi Kldiashvili LoE 17%	\$700.00	month	2.5	\$1,750.00
1.2	Senior Researcher Levan Avalisvhili LoE 35%	\$1,200.00	month	2.5	\$3,000.00
1.3	Assistant Goga Tushurashvili LoE 75%	\$510.00	month	2.5	\$1,275.00
1.4	Finance Manager Ketevan Esvanjia LoE 17%	\$160.00	month	2.5	\$400.00
	3 Other direct Costs				
3.5	Video production (length of one video maximum 4-5 minutes)	\$900.00	video	2	\$1,800.00
3.9	Bank Charges	\$10.00	project	1	\$10.00
	Subtotal for Milestone 2				\$8,235.00
	Total Budget				\$14,995.50

ANNEX FOUR: GRANT PAYMENT REQUEST FORM

(Please copy this form and use for each milestone)

The Milestone Payment Request Form is used to process all milestone payments for fixed amount awards.

Agreement Number: _____ Grant Date: _____

Grantee Name: _____

Activity Title: _____

Milestone Payment Elements

Milestone Payment #	Milestone Description	Milestone Payment Amount (in USD)

Total grant amount (in USD): _____

Cumulative Payments (in USD): _____ (including this Payment)

Balance (in USD): _____

The undersigned hereby certifies: (a) the milestone has been achieved; (b) that payment of the sum claimed as total spent in this request is proper and due and that all funds provided by EWMI ACCESS have been used solely for the purposes described in the Grant Agreement and in accordance with all of the terms and conditions therein; (c) that appropriate refund or credit to the Grant will be made in the event of a disallowance in accordance with the terms of the Grant, for nonperformance in whole or in part under this Grant, in the event funds are not expended, and that any interest exceeding the local currency equivalent of US\$250 per year accrued on the funds made available herein will be refunded to EWMI ACCESS; (d) that any detailed supporting information as the EWMI ACCESS may require will be furnished by the Grantee promptly upon request; and, (e) that all requirements called for by the Grant Agreement have been met up to the date of this certification.

Grantee (name and signature): _____ **Date:** _____

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Reviewed by Grants and Finance Manager: _____ **Date:** _____

Approved by Chief of Party: _____ **Date:** _____

ANNEX FIVE: REPORT FORMAT

FIXED AMOUNT AWARD REPORT FORMAT

(Please copy this form and use for each milestone)

Grantee (name of organization): _____

Program Title: _____

Grant No. _____

For each milestone achieved during the reporting period, provide the following:

Milestone # _____: (Summarize Progress toward achievement of this milestone)

Signature: Name: Title:	Date:
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Reviewed by Component Leader: _____ **Date:** _____
(Full Name and Signature)

Approved by Chief of Party: _____ **Date:** _____

ANNEX SIX: CERTIFICATIONS

By signing the cover page of this Grant Agreement, the Grantee is certifying to the following:

Certification Regarding Terrorist Financing, Implementing Executive Order 13224

1. The Grantee, 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 to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable the Grantee to comply with its obligations under paragraph 1:

- a. Before providing any material support or resources to an individual or entity, the Grantee will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Grantee.
- b. Before providing any material support or resources to an individual or entity, the Grantee also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Grantee should refer to the consolidated list available online at the Committee's website: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml.
- c. Before providing any material support or resources to an individual or entity, the Grantee will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
- d. The Grantee also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification-

- a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
- b. "Terrorist act" means-
 - (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site:
 - (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

- c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- e. The Grantee's obligations under paragraph I are not applicable to the procurement of goods and/or services by the Grantee that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Grantee has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

Certification Regarding Lobbying

The Grantee certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The Grantee states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ANNEX SEVEN: MANDATORY STANDARD PROVISIONS AND REQUIRED AS APPLICABLE PROVISIONS

This Subaward Agreement incorporates by reference, with the same force and effect as if they were given in full text, certain “Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations,” which appear in Chapter 303 of USAID’s Automated Directives System and are available online at <http://transition.usaid.gov/policy/ads/300/303mat.pdf>. Below is list of these provisions, including an “X” next to each provision that applies to this Subaward Agreement.

Except as otherwise indicated in this Subaward Agreement, or where the context clearly requires a different meaning, terms used in the Standard Provisions shall have the following meanings: “subawardee” and “recipient” shall mean the Subrecipient; “subaward” and “award” shall mean this Subaward Agreement; “USAID”, “Government”, “Mission”, “Agreement Officer”, and “Agreement Officer’s Representative” (or AOR) shall mean EWMI; and “subaward”, “subagreement” and words of similar import shall mean lower-tier approved subawards (and, as appropriate, Subrecipient contracts) under this Subaward. With respect to documentation and approvals required under these provisions, all such documentation and approvals shall be submitted to or requested from EWMI.

Mandatory Standard Provisions For Fixed Amount Awards To Nongovernmental Organizations

- M1. SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012)
- M2. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (AUGUST 2013)
- M3. DRUG TRAFFICKING AND DRUG-FREE WORKPLACE (JUNE 2012)
- M4. DEBARMENT AND SUSPENSION (JUNE 2012)
- M5. PREVENTING TERRORIST FINANCING (AUGUST 2013)
- M6. TRAFFICKING IN PERSONS (JUNE 2012)
- M7. VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)
- M8. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2012)
- M9. USAID IMPLEMENTING PARTNER NOTICES (IPN) POTENTIAL FOR ASSISTANCE (July 2014)
- M10. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)
- M11. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (OCTOBER 2014)
- M12. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)
- M13. CHILD SAFEGUARDING (JUNE 2015)
- M14. MANDATORY DISCLOSURES (JULY 2015)
- M15. NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016)
- M16. CONFLICT OF INTEREST (August 2018)

Required As Applicable Standard Provisions For Fixed Amount Awards To Nongovernmental Organizations

- RAA1. FIXED OBLIGATION GRANT ADVANCE PAYMENT AND REFUNDS (JUNE 2012)
- RAA2. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)
- RAA3. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)

- RAA4. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (JUNE 2012)
- RAA5. FLY AMERICA ACT RESTRICTIONS (AUGUST 2013)
- RAA6. OCEAN SHIPMENT OF GOODS (JUNE 2012)
- RAA7. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)
- RAA8. PATENT RIGHTS (JUNE 2012)
- RAA9. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)
- RAA10. INVESTMENT PROMOTION (NOVEMBER 2003)
- RAA11. PROTECTION OF HUMAN RESEARCH SUBJECTS (JUNE 2012)
- RAA12. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)
- RAA13. ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)
- RAA14. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)
- RAA15. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)
- RAA16. CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)
- RAA17. CONDOMS (ASSISTANCE) (SEPTEMBER 2014)
- RAA18. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (SEPTEMBER 2014)
- RAA19. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)
- RAA20. ACCESS TO USAID FACILITIES AND USAID’S INFORMATION SYSTEMS (AUGUST 2013)
- RAA21. LIMITATION OF SUBAWARDS TO NON-LOCAL ENTITIES (JULY 2014)
- RAA22. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (APRIL 2016)
- RAA23. PROTECTING LIFE IN GLOBAL HEALTH ASSISTANCE (MAY 2017)