



Policy, Advocacy, and Civil Society Development in Georgia (G-PAC)

საჯარო პოლიტიკის, ადვოკატირებისა და სამოქალაქო საზოგადოების
განვითარება საქართველოში

საჯარო პოლიტიკის
პროფესორი

საჯარო პოლიტიკის
პროფესორი

G-PAC Grants Modification Approval

1. Grant Information

Grantee Organization: Institute for Development of Freedom of Information
Project Title: "Development of e-Participation in Georgia"
Grant Number: 750 12 210 3016 20
Project duration: June 1, 2012 – May 31, 2013
Date: April 12, 2013

2. Grants Manager Recommendation

G-PAC Grants Manager recommends that the above-referenced grant agreement be modified and hereby confirms that:

- The attached modification(s) to the program description/scope of work reflects the modification(s) requested by the Grantee and remain consistent with EWMI and USAID program objectives.
- The attached modified end date accurately reflects the modification requested by the Grantee. The new end date of the project is June 30, 2013. The budget remains unchanged.
- The total grant amount is less than \$15,000.
- The total grant amount is \$15,000 or greater.

Tamara Germanashvili
(print name)

Tamara Germanashvili
(signature)

Apr 12/13
(date)

3. Approvals (check all that apply)

Deputy Chief of Party - required for all grant modifications

Irina Lashkhi
(print name)

Irina Lashkhi
(signature)

Apr. 12, 2013
(date)

EWMI President - required for all grant modifications above \$15,000

Adrian Hewryk
(print name)

Adrian Hewryk
(signature)

April 16, 2013
(date)

Donor (USAID) Approval – attach copy of donor approval, if required (when a substantial budgetary or programmatic change is made).

The EWMI Grants Manager hereby certifies that the required approvals have been obtained as represented by the signatures above and documents hereto attached.

Tamara Germanashvili
(print name)

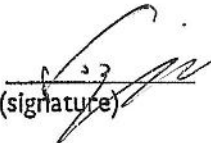

(signature)

April 17/13
(date)

4. Acknowledgement from Grantee

The grantee hereby certifies that the grant modification(s) stated above are accurate.

Levan Avalishvili
(print name)


(signature)

18.04.2013
(date)

(print name)

(signature)

(date)



Policy, Advocacy, and Civil Society Development in Georgia (G-PAC)

საჯარო პოლიტიკის, ადვოკატირებისა და სამოქალაქო საზოგადოების განვითარების
პროგრამა საქართველოში

May 31, 2012

Levan Avalishvili

Chairman of the Board

Institute for Development of Freedom of Information

4, Niagvari Street,

Tbilisi, Georgia

(995 32) 299 63 64

l.avalishvili@idfi.ge

RE: **Grant No. 750 12 210 3016 20**

Dear Mr. Avalishvili,

We are pleased to inform you that the East-West Management Institute, Inc. (EWMI), under its Policy, Advocacy, and Civil Society Development in Georgia ("EWMI-G-PAC"), CA # 114-A-10-00005, has approved a grant in the amount of 97,474.00 Georgian Lari (the "Grant") to Institute for Development of Freedom of Information ("Grantee") a non-entrepreneurial non-commercial legal entity registered under the laws of Georgia, to cover costs associated with your proposal entitled, "Development of e-Participation in Georgia", as described in your application dated March 23, 2012 and attached hereto as Annex A (the "Project"). Notwithstanding any other provision of this Grant or the statement(s) or any person(s), the Grant amount specified in the previous sentence shall constitute the maximum aggregate liability to the Grantee and all persons claiming through or as a result of the Grantee for all claims arising under, relating to, or resulting from the Project and the Grant, its making and performance, and the surrounding facts and circumstances regardless of the nature of the claim(s).

This agreement is effective from June 1, 2012 through May 31, 2013 (the "Grant Period").

Purpose

The purpose of the project is to develop modern e-communications in Georgia, familiarize the Georgian public with tools for enhancing their involvement in political planning, and find ways to adopt and improve governmental and civic platforms. To achieve this overall purpose, the IDFI will: 1) analyze the potential for e-participation in Georgia, 2) research international techniques and examples of innovative projects and platforms for e-participation and e-involvement, 3) advocate for improving existing electronic communication practices between the government and the Georgian public, 4) inform the public about the importance of e-involvement and existing resources for such involvement, and 5) monitor election campaign coverage by electronic media.

The scope of work of the Project is more fully described in Annex A of this Agreement. The Grantee agrees to inform EWMI-G-PAC immediately in writing if there are any difficulties or substantial changes to the implementation of the Project.

Cost-Sharing

The Grantee shall secure and expend for the Project total contributions of not less than 11,736.00 Georgian Lari during the Grant Period in accordance with the Budget Summary in Annex B.

Contributions must qualify as Grantee Cost-Share, as described in Annex D - Grant Financial Reporting Guidelines. The Grantee shall record and report the cost-share contributions as required by Annex D and the sample financial reports.

The Grantee must inform EWMI-G-PAC promptly if it fails, or expects to fail, to fulfill its required Cost-Share. This applies for the grant period as a whole or for specific funding periods. Any adjustment to Grantee's required Cost-Share is subject to EWMI-G-PAC's sole discretion. If Grantee fails to fulfill its required Cost-Share, EWMI-G-PAC reserves the right to reduce the Grant, or require Grantee to refund a corresponding amount of the Grant.

Use of Funds

Disbursement of the Grant funds will be effected in accordance with the Anticipated Disbursement Schedule (see Annex C), once the countersigned original of this Grant agreement has been received. The Grantee must provide to EWMI-G-PAC the bank information set forth in Annex C.

The Grant funds may only be used to cover costs actually incurred and expended during the Grant Period that are verifiable from the Grantee's records and that are allowable, allocable, reasonable, and necessary for the performance of the Project. The detailed budget for the Project, which outlines both EWMI-G-PAC and the Grantee's contributions, is attached as Annex B. Any increase or decrease in a budget line item exceeding 10% of the total budget requires prior written approval from EWMI-G-PAC.

Under United States tax laws and by the terms of this Grant, all funds paid to the Grantee pursuant to this agreement and any income earned thereon (together, the "Grant Funds") must be expended solely for charitable, scientific, literary, or educational purposes as described in Section 170(c)(2)(B) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"). This Grant is made solely for the purposes stated in this agreement, and the Grant Funds may not be expended directly or indirectly for any other purpose without the prior written approval of EWMI-G-PAC. Any Grant Funds that are not expended or committed for the purposes of the Grant must be returned to EWMI-G-PAC within three working days after receiving Grant completion letter from EWMI G-PAC.

Limitations

The following uses of Grant Funds provided hereunder are prohibited:

- to re-grant the funds to another person or entity; or
- to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive.

The following uses of Grant Funds provided hereunder are prohibited unless the Grantee receives prior written approval from EWMI-G-PAC:

- to attempt to influence legislation;
- for international travel;
- to procure equipment (including vehicles and furniture) not identified in the attached approved Budget (Annex B);

All property or equipment furnished by EWMI-G-PAC pursuant to this Grant or purchased with Grant Funds must be used to support the activities specified in the Grant. Title to such property or equipment vests with the Grantee on the condition that the Grantee does not encumber such property or use it for any other purpose without the express written consent of EWMI-G-PAC. The Grantee is required to maintain property records and to provide EWMI-G-PAC with an inventory of

property (Annex D5) or equipment purchased with Grant Funds hereunder until final property title is transferred to Grantee.

The Grantee will, during the period in which any Grant Funds remain unexpended, continuously keep the Grant Funds in a separate bank account exclusively for the purposes of this Grant, or maintain a fund accounting system sufficient to ensure financial integrity of the Grant. The Grantee will charge expenditures made in furtherance of the Grant purposes against the Grant, maintain all receipts and records of expenditures attributable to this Grant, and keep records adequate to enable the use of Grant Funds to be checked readily (Annex D3). Interest earned on Grant Funds will be refunded to EWMI-G-PAC. The Grantee agrees to keep these records along with copies of reports submitted to EWMI-G-PAC for at least six (6) years from the date of submission of the final expenditure report, and make these records available to EWMI-G-PAC or its designees at reasonable times.

Noncompliance: If the Grantee fails to use the Funds for the stated purpose or if the Grantee violates or is reasonably likely to violate the conditions of this agreement, EWMI-G-PAC reserves the right to take any remedial action(s) provided for in the Grant or otherwise permitted in accordance with applicable law. All rights reserved by the preceding sentence are cumulative, and may be exercised singly or in any combination as deemed appropriate by EWMI-G-PAC.

In the event of noncompliance, EWMI-G-PAC may terminate the Grant without further liability by sending to the Grantee an official letter and to require that the Grantee return Grant Funds disbursed for the execution of the Project, unless and only to the extent determined to be appropriate by EWMI-G-PAC in its sole discretion. The termination shall be effective on the date stated in the notice or the date the notice is received by the Grantee, whichever is later.

The Grantee may at its option by written notice terminate the Grant at any time during the Grant Term, provided, however, that such termination shall be prospective only, and shall not affect the requirement to fulfill all then-existing obligations under the Grant.

Program Deliverables and Grant Disbursement

On a case-by-case basis, EWMI-G-PAC, at its sole discretion, may link funds disbursement to a set of deliverables by the Grantee. If applicable, these deliverables are listed at the end of Annex A. These may be modified from time-to-time in consultation with the Grantee.

Reporting

Narrative and Financial Reporting: The Grantee will submit an electronic and a hard copy of the interim and final narrative and financial reports to: Tamuna Karosanidze, Deputy Chief of Party, at ktamuna@ewmi-gpac.org, and Tamara Germanashvili, Grants Manager, at gtamara@ewmi-gpac.org.

Interim Narrative and Financial Reports are due within 15 days after the end of each quarter from project start date or as noted in the approved Work Plan (Annex A). Final Performance and Financial Reports are due within 30 days of the end of the Grant Period, as defined above. Format for the narrative and financial reports can be found in Annex D of this Agreement.

As with all grant records, the Grantee shall keep copies of all reports for a period of six years from the date of the final expenses report.

VAT and Customs Taxes and Reporting: 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-G-PAC in writing, and shall engage in such consultations with EWMI-G-PAC as EWMI-G-PAC may request. The Grantee must submit a report on the amount of foreign taxes assessed by the

Government of Georgia on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this Agreement during the prior U.S. fiscal year. This report should include date of invoice, amount of invoice, amount of VAT or customs duty paid, claims submitted, and any reimbursements received. The report should include any reimbursements received by the Grantee during the period regardless of when the foreign tax was assessed. For the purposes of this Section, "Commodity" means any material, article, supply, goods, or equipment, and "foreign taxes" means value-added taxes (VAT) and custom duties assessed by a foreign government on a commodity financed with U.S. assistance. It does not include foreign sales taxes. A sample VAT tracking form may be obtained by the Grantee from EWMI-G-PAC. The VAT report for funds expended during the U.S. government's fiscal year October 1, 2011- September 30, 2012 must be submitted by April 4, 2013, and reflect any tax reimbursements received through March 31, 2013. The VAT report for funds expended during the U.S. government's fiscal year October 1, 2012-September 30, 2013 must be submitted by April 4, 2014, and reflect any tax reimbursements received through March 31, 2013

Other Reporting: Upon request, the Grantee agrees to provide any other reports or information, which EWMI-G-PAC believes necessary to keep it fully apprised of the status or use of the Grant Funds. The Grantee shall also allow EWMI-G-PAC or USAID staff and representatives to conduct evaluations, audits or other assessments of the Project, which may involve visits to observe, review and discuss the Grantee's operations, financial records, and other materials connected to the Project. The Grantee shall cooperate fully with all efforts and provide assistance and input as may be reasonably requested by the evaluator(s).

Anti-Terrorism

The Grantee acknowledges that Executive Orders and U.S. laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the Grantee's legal responsibility to ensure compliance with these Executive Orders and laws. In addition, in order to comply with these restrictions, the Grantee shall not employ or hire any agent who is on either of the following lists:

- Specially Designated Nationals List of the Office of Foreign Assets Control of the U.S. Treasury Department. See website: <http://www.treasury.gov/ofac/downloads/tl1sdn.pdf>,
- List of Individuals and Entities Belonging to or Associated with the Taliban, Usama Bin Laden and Al-Qaida Organisation of the United Nations. See website: www.un.org/Docs/sc/committees/1267/1267ListEng.htm

Anti-Corruption

The Grantee represents and warrants that it, its affiliates, directors and employees: a) have not and will not engage in the bribery of local or foreign officials in connection with any matter; and b) maintain and enforce a policy that prohibits bribery of local or foreign officials.

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-G-PAC. 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-G-PAC or USAID.

If an issue should arise concerning compliance with this Article, Grantee shall immediately notify EWMI-G-PAC 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 the corrective actions proposed. Failure to respond aggressively and appropriately to such issues may be treated by EWMI-G-PAC as a material breach of the Grant.

Anti-Trafficking

EWMI-G-PAC may terminate this Grant immediately if the Grantee, or any employee or agent of the Grantee (i) engages in severe forms of trafficking in persons; (ii) procures a commercial sex act; (iii) uses forced labor in the performance of the Project, (iv) or promotes, supports, or advocates the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

Anti-Discrimination

The Grantee agrees to promote principles of non-discrimination on the basis of race, nationality, ethnicity, color, religion, creed, citizenship, gender, disability, age, marital status, or sexual orientation in the implementation of its programs other than those targeted to disadvantaged or underrepresented groups. These principles must also apply to the recruitment, hiring, promotion and evaluation of its employees.

USAID-Related Provisions

Donor Identification: The Grantee is obligated to include the logos and/or name of EWMI-G-PAC and the U.S. Agency for International Development (similarly located and of similar size and appearance as all others) in all Project-related printed materials, including brochures, leaflets, posters, appearing either at the top or at the bottom of the front cover, or if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. The Grantee should submit draft publications for EWMI-G-PAC's review to ensure that the material is properly branded. Please send publication material to Tamara Germanashvili, Grants Manager, at gtamara@ewmi-gpac.org.

Donor Required Language: In addition, the following acknowledgment shall be included:

"This study/report/audio/visual/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 Institute for Development of Freedom of Information and do not necessarily reflect the views of USAID or the United States Government."

Publication Copies: The Grantee shall provide EWMI-G-PAC with three hard copies and one electronic copy of all published works developed under the Grant and two hard copies and one electronic copy of other written work produced under the Grant.

In summary, each publication should include the following information: 1) descriptive title; 2) author(s) name; 3) date of publication; 4) USAID and EWMI logos; 5) software name and version if electronic document is sent; and 6) the disclaimer as per Donor Required Language paragraph above.

Copyright Use: The Grantee is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this Grant, but both EWMI-G-PAC and USAID reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for their own purposes.

Participant Training: Grant-funded training must comply with ADS 253 and other applicable USAID policies and procedures. With respect to each training activity, Grantee shall consult with EWMI-G-PAC as soon as possible after the Effective Date, and in any event before the training is conducted, to establish any procedures that may be required in order to implement USAID requirements in this regard.

For in-country training that is two consecutive days or more in duration, or 16 contact hours or more scheduled intermittently, the Grantee shall notify EWMI-G-PAC and submit specific reporting requirements.

People with Disabilities: In implementing the Project, the Grantee shall demonstrate a comprehensive, consistent approach to including men, women and children with disabilities, and shall not discriminate against such individuals.

Gender: USAID policy requires that gender issues must be addressed as appropriate. Activity planning shall include consideration of gender, and the Grantee shall look for gender implications or opportunities in implementing the Project, seeking to address embedded gender issues and promote gender equity as appropriate. Gender indicators should be defined and tracked; gender sensitive criteria should be developed for training; and the need for increased gender balance in areas such as advocacy and training should be consciously addressed. Including gender means assessing how the problems of men and women may be different; how the impact of activities may differently affect men and women; and how men and women may contribute to results in different ways. To the greatest extent possible, the Grantee shall seek to include both men and women in all aspects of the Grant, including participation and leadership [e.g., meetings and training]. Under-represented women should be included in both training and technical assistance activities, ensuring gender-equitable participation.

Applicable Rules and Regulations: The Grantee acknowledges and agrees that this Grant is subject to all applicable U.S. government rules and regulations, including without limitation: (1) OMB Circular A-122, Cost Principles for Non-Profit Organizations; (2) USAID Regulation 28 (22 CFR Part 228), Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID; (3) the USAID Inspector General's Guidelines for Financial Audits Contracted by Foreign Grantees and pertinent provisions of Automated Directives System ("ADS") Chapter 591, Financial Audits of USAID Contractors, Grantees and Host Government Grantees, (4) Standard Provisions for Non-U.S., Non-governmental Grantees listed in Annex E, and (5) all other USAID rules referred to in any of the foregoing (including, without limitation, all provisions of the ADS and associated References and Interim Updates); provided, however, that, except to the extent that the context clearly requires otherwise, all references to USAID shall be deemed to be replaced with EWMI-G-PAC. Copies of the above may be obtained through the Internet, at OMB and USAID Web sites, as part of the ADS-CD series, or upon request from EWMI-G-PAC. Upon request, EWMI-G-PAC will assist the Grantee in obtaining copies of these documents.

Annual Audit: If the Grantee expends \$300,000 or more in USAID or other US government awards in any fiscal year of the Grant Term, it must have an annual audit conducted for that year in accordance with "Guidelines for Financial Audits Contracted by Foreign Grantees." If this is not the case in any particular year, the Grantee shall notify EWMI-G-PAC promptly in writing, and EWMI-G-PAC may require a limited-scope audit at any time at its sole discretion. In either case, the Grantee shall forward a copy of the audit report to EWMI-G-PAC within one month of completion. "USAID awards" means, in addition to the Grant, other USAID grants, cooperative agreements, and subawards and cost-reimbursable procurement contracts under USAID grants and cooperative agreements.

Lobbying Certification: By signing this Grant, the Grantee hereby certifies that, to the best of its knowledge and belief, that no U.S. federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any U.S. 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 U.S. Federal contract, the making of any U.S. Federal grant, the making of any U.S. 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; and

Flow-Down Provisions: The Grantee agrees and acknowledges that, to the extent that it uses consultants or contractors to work on the Project using Grant Funds (each, an "Agent") the Grantee shall enter into an agreement with such Agent that includes the provisions contained herein

under “Use of Funds”, “Anti-Corruption”, Anti-Terrorism, and “Anti-Trafficking”, and “VAT and Customs Taxes and Reporting”. For further information on any of the above flow-down provisions, please reference USAID’s website: <http://www.usaid.gov/policy/ads/300/303mab.pdf>

Miscellaneous

Other certifications: By executing the Grant, the Grantee certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US federal department or agency.

Governing Language: The Agreement is executed in the English language.

Release: The Grantee releases EWMI-G-PAC and indemnifies and holds EWMI-G-PAC and its directors, officers and employees harmless, from and against any claim or liability at law or in equity arising out of (a) EWMI-G-PAC’s distribution of the Grant or participation in the Project, or (b) any act or omission on the part of the Grantee in connection with the Project.

Right to Cancel: EWMI-G-PAC reserves the right to cancel or alter without further charge to the Grant and to require that the Grantee return Grant Funds disbursed to the Grantee if it determines in its sole discretion that the Grantee has failed to use the Grant Funds for the stated purpose of the Grant or if the Grantee violates or is reasonably likely to violate the conditions of this agreement. In addition, EWMI-G-PAC reserves the right to cancel or alter without further charge to the Grant and to require that the Grantee return Grant Funds disbursed to the Grantee if USAID cancels or alters its grant to EWMI-G-PAC.

Release: The Grantee acknowledges that neither USAID nor EWMI-G-PAC assumes any liability for third party claims for damages or otherwise arising out of or relating to the Grant or Grantee’s performance of Project. The Grantee releases EWMI-G-PAC and USAID from and against any claim or liability at law or in equity arising out of or relating to the Grant and implementation of the Project. EWMI-G-PAC is not responsible for any employment or contractual relationship with Grantee staff whether employees or independent contractors, nor assumes any tax or contractual responsibilities for activities that are developed or implemented by the Grantee.

Disagreements: Any dispute arising out of, relating to, or resulting from the Grant or the Project that cannot be resolved by amicable consultation between the Parties shall be finally resolved by the issuance of a written decision by EWMI-G-PAC. By its signature below, Grantee irrevocably and completely disclaims and waives any legal recourse in the courts of the Georgia or elsewhere.

The Grantee’s acceptance of and agreement to all provisions of the Grant is indicated through the signature of the individual below. By his or her signature, this individual certifies that he or she has the legal authority to enter into binding agreements on the Grantee’s behalf and that the Grantee has completed all formalities and other actions required by the Grantee’s By-Laws and Articles of Incorporation or comparable charter documents, and by all applicable laws, to authorize execution and performance of the Grant.

Applicable Law: This Grant is subject to and shall in all respects be construed in accordance with the laws in effect in the State of New York in the United States of America, without giving effect to its conflict of law principles. The governing language of this Grant, the Project, and any communication with regard to either of the foregoing, shall be the English language. Any dispute arising out of, relating to, or resulting from this Grant and the Project that cannot be resolved by amicable consultation between the parties shall be finally resolved by binding arbitration, at the New York City offices of the American Arbitration Association (“AAA”) pursuant to the AAA’s Rules of Commercial Arbitration or such other place as the Parties may subsequently agree upon in writing. A single arbitrator will be mutually selected by EWMI-G-PAC and the Grantee, and the parties will share equally in all arbitration costs, except that each party will be responsible for its own attorney’s

fees. The arbitrator will have no power to add to, subtract from or otherwise modify this agreement, and may not award attorney's fees as an element of damages.

Questions: If you have any questions about the effect of this agreement, we shall be happy to discuss them with you. If during the course of the Grant, you would like information on the application of any of the clauses of this agreement to a particular problem or situation, we shall be happy to consult with you. Please, contact Tamara Germanashvili, Grants Manager, at gtamara@ewmi-gpac.org for questions or assistance. Failure to meet the Grantee's obligations specified in the clauses of this agreement will result in legal action to correct any abrogation of the terms contained herein.

This Grant may be executed in several counterparts, each of which shall be deemed an original, all of which together will constitute one and the same instrument.

Entirety of Agreement: It is expressly understood that by making this Grant, EWMI-G-PAC has no obligation to provide additional funding to the Grantee. This agreement, including the Annexes, constitutes the entire agreement between the Grantee and EWMI-G-PAC concerning this Grant, and may be modified or waived only by a written agreement between the Grantee and EWMI-G-PAC. The Grantee acknowledges that it is not relying on any representation of EWMI-G-PAC, except as set forth in this agreement, and that no other representations EWMI-G-PAC may have made whether orally or in writing in the past apply.

Your acceptance of and agreement to all provisions herein pertaining to the Grant, including without limitation those clauses concerning distribution of the Grant, shall be indicated below by the signature of the officer or officers authorized under the constitutive documents and governing laws to execute contracts on behalf of the Grantee. The authorized signer must also initial each page of the agreement and all of the annexes and attachments thereto. Please return the executed original of this letter to us and retain a copy for your files.

Please accept our best wishes for a successful and rewarding project.

Sincerely,

By: 
Name: Fron Nahzi
Title: Chief of Party, EWMI, G-PAC

Dated: 6/25/17

By: _____
Name: Adrian Hewryk
Title: President, EWMI

Dated: _____

ACCEPTED AND AGREED TO AS OF THE DATE FIRST HEREIN ABOVE WRITTEN

By: _____
Name: Levan Avalishvili
Title: Chairman of the Board

Dated: _____

fees. The arbitrator will have no power to add to, subtract from or otherwise modify this agreement, and may not award attorney's fees as an element of damages.

Questions: If you have any questions about the effect of this agreement, we shall be happy to discuss them with you. If during the course of the Grant, you would like information on the application of any of the clauses of this agreement to a particular problem or situation, we shall be happy to consult with you. Please, contact Tamara Germanashvili, Grants Manager, at gtamara@ewmi-gpac.org for questions or assistance. Failure to meet the Grantee's obligations specified in the clauses of this agreement will result in legal action to correct any abrogation of the terms contained herein.

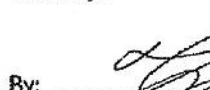
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Please accept our best wishes for a successful and rewarding project.

Sincerely,

By: 
Name: Fron Nahzi
Title: Chief of Party, EWMI, G-PAC

Dated: 6/20/12

By: 
Name: Adrian Hewryk
Title: President, EWMI

Dated: June 29, 2012

ACCEPTED AND AGREED TO AS OF THE DATE FIRST HEREIN ABOVE WRITTEN

By: 
Name: Levan Avalishvili
Title: Chairman of the Board

Dated: 27.06.2012