



FOLLOW-ON GRANT AWARD

Grant No. RFA#2018 - 016

Deloitte Consulting LLP is a contractor to the United States Agency for International Development ("USAID") authorized to administer grants on behalf of USAID ("Grant Administrator") under Contract No. **AID- 114-C-14-00007** for **Governing for Growth (G4G) in Georgia**. Deloitte Consulting LLP, Grant Administrator, through its wholly owned subsidiary Deloitte Consulting Overseas Projects LLC is pleased to inform **Institute for Development of Freedom of Information (IDFI)** ("Recipient") that the Recipient has been approved by USAID as a Recipient for Grant Funding for **Support to the PPD Quality Tracking Mechanism** ("Grant Activity"). Subject to Recipient's compliance with the terms and conditions of this Grant Award, Recipient may receive Grant Funding in the amount of **\$ 22,500.00** payable in **Georgian Lari** ("Grant Funding"). The Grant Funding will be disbursed as specified in Article I paragraph H. below.

By accepting this Grant Award, Recipient agrees to contribute goods and services in cash or in kind valued at a minimum at **\$2,500.00** towards the accomplishment of the Grant Activities, and agrees to provide the reports or deliverables specified in this Grant Award.

The period of the Grant Award is from **December 20, 2018 to July 12, 2019**.

I. Terms and Conditions

The terms and conditions of the Grant Award are as follows:

- A. Program Description.** By accepting this Grant Award and signing below, Recipient certifies it will use the Grant Funding solely for the Grant Activities described in Attachment I, Program Description. If at any time the Recipient reasonably determines that it is no longer feasible to carry out the activities as outlined in the Program Description, the Recipient must notify the G4G Grants Manager immediately in writing.
- B. Recipient Representations.** By accepting this Grant Award and signing below, Recipient represents, warrants and certifies that:
 - a. Recipient is a non-U.S. non-governmental organization eligible for the Grant Award in accordance with this Grant Award terms and conditions and applicable laws and regulations.
 - b. Recipient has sufficient management and necessary financial capabilities to carry out the Grant Activities.
 - c. Recipient understands the Grant Award's terms and conditions, including without limitation, that Recipient is subject to and must comply with USAID Automated Directive System ("ADS") Chapter 303 *"Grants and Cooperative Agreements to Non-Governmental*

Organizations”, and a Mandatory Reference for ADS Chapter 303 “Mandatory Standard Provisions for Non-U.S., Nongovernmental Recipients” and Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations Mandatory Reference for ADS 303, and Recipient agrees to abide by these terms and conditions.

- d. Recipient has not received any funds from G4G to prepare the grant application pursuant to which this Recipient was approved for this Grant Award.
 - e. Recipient will use any income earned from Grant Activities to further the program activities outlined in Attachment I.
 - f. As a condition of Grant Funding payment, Recipient will comply with any Grant Award cost share requirement by providing cash or in-kind contributions in the amount noted above noted above towards the Grant Activities.
 - g. Recipient did not engage in any lobbying activities, nor did it retain any other party to engage in such activities, in an attempt to secure the Grant Award.
- C. Certifications.** Recipient shall review and provide signed certifications set forth in Attachment IV hereof which are required of all recipients of U.S. Government grant funds. Delivery and compliance with these certifications is a condition of the Grant Funding payment.
- D. Recipient Performance Reporting.** Recipient agrees to provide within the specified time schedule the periodic performance reports outlined in Attachment III hereof as well as all reports and deliverables set forth in or required by this Grant Award or Recipient’s Grant application, which is deemed incorporated and made part of this Grant Award. In the event of discrepancy between the Grant Award document, including the attachments, and Recipient’s Grant application, the Grant Award document prevails. In addition, Recipient is responsible to provide any additional reports mandated under applicable law with respect to the Grant Award, including any reports mandated pursuant to USAID ADS Chapter 303.
- E. Recipient Obligations.** By accepting this Grant Award and signing below, Recipient agrees to:
- a. Expend Grant funding only on the Grant Activities described in the Program Description.
 - b. Comply with G4G Branding and Marking requirements in accordance with provision D.2 above, and where applicable.
 - c. Comply with all applicable laws and regulations (including, without limitation, the United States Foreign Corrupt Practices Act and all applicable anti-bribery laws and regulations) in its acceptance of this Grant Award and its performance of the Grant Activities. This Grant Award may not be used in any attempt to influence legislation within the meaning of U.S. Internal Revenue Code Section 501(c) (3). Recipient shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c) (3) of the U.S. Internal Revenue Code.

- d. Document that reasonable steps were taken by Recipient to ensure that all purchases charged to Grant Funding are Allowable Goods and Services (as defined in G below).
 - e. Maintain complete records of all amounts charged to the Grant Funding for a period of at least three years after the expiration of the Grant Award, and make such records available to USAID, Grant Administrator or any of their representatives for review and audit upon request.
 - f. Allow Grant Administrator, USAID and/or their designees the right to inspect or otherwise evaluate all activities being performed in connection with this Grant Award.
 - g. At Grant Administrator or USAID request, refund to Grant Administrator or USAID, as specified, any funds received pursuant to this Grant Award are determined by Grant Administrator or USAID, in their sole discretion, not to have met the terms and conditions of this Grant Award.
 - h. Prepare a Completion Report with the submission of the last milestone/deliverable of this Grant Award.
- F. Mandatory Standard Provisions.** By accepting this Grant Award and signing below Recipient certifies its understanding and agreement that the Grant Award is subject to the applicable *Mandatory Standard Provisions for Non-U.S., Nongovernmental Recipients and Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations Mandatory Reference for ADS 303*, attached hereto as Attachment V and incorporated by reference herein, and that Recipient will ensure its adherence to these provisions.
- G. Reimbursement for Allowable Goods and Services.** By accepting this Grant Award and signing below Recipient certifies its understanding and agreement that Grant Funding may only be used to pay for actual direct costs incurred in carrying out this Grant Award and which are determined by Grant Administrator to be reasonable, allocable, and allowable in accordance with the terms of this Grant Award and the applicable³ cost principles in effect on the date of this Grant Award (“Allowable Goods and Services”). Recipient shall not incur any costs not outlined in the Attachment II, Grant Budget, without prior written approval of Grant Administrator. Prior to incurring a questionable or unique cost, Recipient shall obtain Grant Administrator’s written determination on whether the cost will be allowable. No funds shall be paid as profit or fee to Recipient under this Grant Award or any sub-recipient. Procurement should be carried out in accordance with Clause 5 in Part II of the *Mandatory Standard Provisions for Non-U.S., Nongovernmental Recipients*. Allowable costs may not include international airfares or indirect costs unless specifically approved in writing in advance by Grant Administrator.
- H. Grant Funding Disbursements.** By accepting this Grant Award and signing below Recipient certifies its understanding that Grant Funding will be disbursed upon achieving of the Grants Program milestones and presenting the documentation for verification as specified in the Budget in Attachment II. The Recipient is also required to present an invoice for the payment and Progress report describing the status of the Grant award and its accomplishments. Requests for payment shall be made to the G4G Grants Manager, at 5 L. Mikeladze Street, Tbilisi, Georgia.

Alternatively, upon Recipient’s request, Grant Administrator may make payment of Grant funds directly to Recipient’s vendor against bona fide vendor invoices for Allowable Goods and

Services; the vendor invoices must be endorsed by Recipient with a statement that the charged goods and services have been received.

- I. **Personnel Salaries:** By accepting this Grant Award and signing below Recipient certifies its understanding and agreement that salary payments pursuant to this Grant Award are limited by a maximum daily salary rate approved by U.S. Government. All salaries paid from Grant Funds may not exceed the approved maximum daily rate (to be communicated to Recipient by Grant Administrator) and the salary must be justified by a signed and completed bio data form.

II. Other Terms & Conditions

- A. **Relationship to USAID.** This grant is being administered by Grant Administrator on behalf of USAID pursuant to Contract No. **AID- 114-C-14-00007** for Governing for Growth (G4G) in Georgia. Although USAID is not substantially involved in the administration of this Grant Award, it is understood and agreed that USAID as the Grantor may, in its discretion through its Contracting Officer, supersede any decision, act or omission taken by Grant Administrator in respect to this Grant Award. In addition, USAID has the right to terminate the Grant Award and Grant Activities unilaterally if it determines that it is in the interest of USAID or in other extraordinary circumstances. To the extent Recipient wishes to assert any rights under the Grant Award, such rights shall be pursued directly with USAID.
- B. **No Liability for Third Party Claims.** Recipient acknowledges by signing below that neither USAID nor Grant Administrator and its subsidiaries, parents, affiliates, officers, principals, partners and personnel assume liability for any third party claims arising under this Grant Award.
- C. **Indemnification.** Recipient hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grant Administrator, its parents, subsidiaries, affiliates, related entities and their respective partners, principals, employees, and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with (i) any act or omission of Recipient, its employees or agents, in applying for or accepting the Grant Award, in expending or applying the funds furnished pursuant to the Grant Award, or in carrying out the Grant Activities.
- D. **Limitation of Liability.** Grant Administrator, its subsidiaries, parents, affiliates, officers, principals, partners and personnel shall not be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to this Grant Award for an aggregate amount in excess of the Grant Funding disbursed to Recipient pursuant to this Grant Award. Except with respect to Recipient's indemnification obligations under this Grant Award, in no event shall either party or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitations, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.
- E. **Modification of this Grant Award.** This Grant Award may be modified from time to time for reasons such as, but not limited to, the following:

- a. the achievement of the program objective is in jeopardy, but an agreed upon implementation schedule modification can put the activity back on track; and/or
- b. there is an unanticipated increase in the cost of the activity (ies) proposed for Grant Funding.

All modifications must be in writing and must be approved by Grant Administrator. In no case shall any modification be approved which increases the total Grant Funding above the local current equivalent of US\$22,500.

- F. **Termination.** This Grant Award and any modification thereto, may be unilaterally terminated by Grant Administrator upon written notice.
- G. **Governing Law.** This Grant Award shall be governed by, and construed in accordance with, the laws of the State of New York, USA (without giving effect to the choice of law principles thereof). If any provision of this Grant Award is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Grant Award.
- H. **Waiver if Jury Trial.** EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE) RELATING TO THIS GRANT AWARD.
- I. **Ownership Change.** Recipient hereby agrees to notify Grant Administrator of any change in control of Recipient within thirty (30) days of such change. For the purpose of this provision, "control" means (a) the legal or beneficial ownership of (i) ten percent (10%) or more of the outstanding voting stock of a corporation, (ii) ten percent (10%) or more of the equity of a limited liability company, partnership, or joint venture; or (b) the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.
- J. **Publicity.** Any news release, advertisement or other form of publicity concerning efforts in connection with this Grant Award shall be approved by Grant Administrator in advance in writing. The provisions of this Paragraph shall survive the termination of this Agreement for any reason.
- K. **Subcontracting and Assignment.** Recipient shall not delegate, subcontract, assign or transfer any interest in or duties under this Grant Award without the prior written consent of Grant

Administrator. Nothing contained herein shall require Grant Administrator to accept any assignment, transfer or other substitution of performance by Recipient. The provisions of this paragraph shall survive the termination of this Grant Award for any reason.

- L. Rights in Data.** Unless expressly specified by Grant Administrator, Recipient hereby grants to each USAID and Grant Administrator a royalty-free, non-exclusive right to reproduce publish or use the work developed by Recipient pursuant to this Grant Award. U.S. Government has the right to obtain, reproduce, publish or use data first produced under the Grant Award and authorize others to receive, reproduce, publish or use such data for federal purposes.

To acknowledge your understanding and acceptance of all the terms and conditions of this Grant Award, please sign two original copies of this Grant Award and each of the certifications contained in the Attachments. Please return the two original copies of the Grant Award and certifications to the Grant Administrator. The signed Grant Award and certifications must be received prior to any disbursement of Grant Funds.

Thank you,



Deloitte Consulting Overseas Projects LLC, on behalf of Grant Administrator

Name: Markus Mueller, Director

Date:

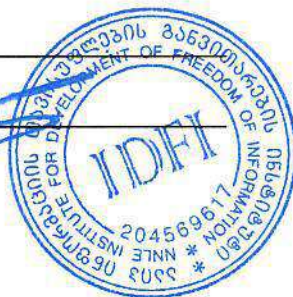
On behalf of **Institute for Development of Freedom of Information (IDFI)**, I hereby acknowledge our understanding and acceptance of all the terms and conditions of this Grant Award.

Name: Giorgi Kldiashvili

Title: Executive Director, IDFI

Date: December 20, 2018

Signature: 



Attachments:

Attachment I Grant Description

Attachment II Grant Budget

Attachment III Grant Performance Reporting/ Standard Reporting Tool

Attachment IV Certifications

Attachment V Mandatory and Optional Standard Provisions – USAID ADS 303 (located at <http://www.usaid.gov/policy/ads/300/303.pdf>)

Attachment VI Recipient Handbook

Award Documents Distribution:

- One Original to the Recipient
- One Original to the Governing for Growth (G4G) in Georgia/USAID

ATTACHMENT I
PROGRAM DESCRIPTION

A. STATEMENT OF GRANT PURPOSE

The objective of this Follow-on Grant is to support the implementation of PPD Quality Tracking Mechanism, to ensure its smooth transition to self-reliable model, raise awareness about this instrument especially in the regions through various activities, organize final progress event which will reveal the most successful cases of PPDs in Georgia and award the best performer.

B. BACKGROUND TO GRANT

In order to promote an inclusive, participative, collaborative policy making process, G4G together with its grantee Institute for Democracy and Freedom of Information (IDFI) designed the Public-Private Dialogue (PPD) Quality Tracking Mechanism. The mechanism aims at tracking the progress of Government's reforms to assess the extent and quality of participation in policy making and development of legislation. IDFI evaluates the selected laws along four parameters: policy design and development; legislation drafting; regulatory impact assessment (RIA); circulation and public comments. The results of the evaluation are published in an accessible forum, exhibiting scores by individual law or policy as well as in aggregate by Ministry (or other policy-making body). The scoring and publication method permits easy comparison and simple determination of the overall level and quality of inclusive participation. This is the first and the only attempt in Georgia to assess the extent and quality of dialogue with relevant stakeholders in the policymaking process and is recognized as effective tool for strengthening collaborative governance and PPD.

The three years of implementation of the project proved that the concept is successful and has the potential to become sustainable. In order to ensure smooth transition of the mechanism to self-reliable model, IDFI applied to G4G with Follow-on Grant proposal to follow-on activity with additional tasks. G4G reviewed the proposal and considered that it meets G4G's objectives in the area of PPD facilitation. G4G decided to issue follow-on grant to continue supporting the project by additional period during which awareness and credibility of the project will further increase.

C. DESCRIPTION OF PROPOSED ACTIVITY

The grantee shall perform the following specific tasks:

- Develop periodic report on evaluation of laws (including policies from selected target regions);
- Organize public discussion in Tbilisi;
- Arrange public discussion in each selected target regions (max. 3);
- Develop final report;
- Organize final progress event and award ceremony.

The tasks will be undertaken in Georgia.

D. EXPECTED OUTPUTS

The PPD activities tracking mechanism will facilitate and promote the public discussions and involvement on policy and legislation implementation process and include regions in the process.

Expected project deliverables are the following:

- Final progress event;
- Final report.

ATTACHMENT II
GRANT BUDGET

Implementation Plan/Payment Schedule

Milestone/Deliverable	Suggested Budget	Duration	Est. Delivery Date	Negotiated Payment Schedule	Milestone and Cost Share Verification Method
Milestone 1 1 public discussion in 3 selected target regions arranged;	\$ 5,862.50	2 Month	February 20, 2019	\$ 5,862.50 1 st tranche	Participant list and event memo for each event; Performance report; Cost share report with supporting documents
Milestone 2 1 public discussion in Tbilisi arranged; 1 periodic Report on Evaluations of Laws submitted;	\$ 7,235.00	2 Month	April 20, 2019	\$ 7,235.00 2 nd tranche	Participant list and event memo; periodic Report on Evaluations of Laws; Performance report; Cost share report with supporting documents
Milestone 3 Deliverable 1 Annual Report submitted	\$ 4,412.50	2 Month	June 20, 2019	\$ 4,412.50 3 rd tranche	Deliverable 1: Annual/Final Report; Cost share report with supporting documents; Cost share report with supporting documents
Milestone 4 Deliverable 2 Final Award ceremony held	\$ 4,990.00	1 Month	July 12, 2019	\$ 4,990.00 4 th tranche	Deliverable 2: Event memo of Final Award ceremony; grant completion/final report; Cost share report with supporting documents
Total	\$22,500.00			\$22,500.00	

Budget Summary and Cost Share Contribution

No.	Milestone	Expected Date of Milestone Accomplishment	Milestone Amount /USD (a)	Cost Share Amount /USD (b)	Total Budget /USD c(a + b)
1	Milestone 1 1 public discussion in 3 selected target regions arranged;	February 20, 2019	\$ 5,862.50	\$ 700 (Administrative Costs; Labor)	\$6,562.50
2	Milestone 2 1 public discussion in Tbilisi arranged; 1 periodic Report on Evaluations of Laws submitted;	April 20, 2019	\$ 7,235.00	\$ 750 (Administrative Costs; Labor)	\$7,985.00
3	Milestone 3 Deliverable 1 Annual Report submitted	June 20, 2019	\$ 4,412.50	\$ 700 (Administrative Costs; Labor)	\$5,112.50
4	Milestone 4 Deliverable 2 Final Award ceremony held	July 12, 2019	\$ 4,990.00	\$ 350 (Administrative Costs; Labor)	\$5,340.00
	Total Grant Budget		\$22,500.00	\$2,500.00	\$25,000.00

ATTACHMENT III
PERFORMANCE REPORTING
(Standard Reporting Tool is attached in email)

Regular Reports

Recipients are responsible for managing and monitoring each activity supported by the Grant. The recipient shall prepare monthly performance reports as well as a final report. The final performance report is due With the accomplishment of the last Milestone.

The performance reports shall be in the following form:

[Name of project] Project

Grant Progress Report

Organization Name:	Date of Report:
Grant Project Name:	Reporting Period:
Grant Number:	Report Submitted by:

1. Introduction

Provide a brief overview of your project and objectives.

2. Major Activities and Accomplishments this Reporting Period

Describe the activities conducted during this reporting period, including the targets you have achieved. Describe planned activities that you were not able to implement and targets that you were not able to meet. If appropriate, the Recipient should include readily results (e.g., number of people trained, number of jobs created). Such results should be disaggregated by gender when possible.

3. Analysis

How do your actual activities and achievements compare to what was planned for this period?

a. Successes

Describe successes this period and the factors that contributed to your success. Describe innovations or potential best practices that could be shared with other implementing groups.

b. Challenges

Discuss obstacles to implementing activities and achieving planned results (e.g. obstacles related to technical, managerial, financial, political or other constraints). Describe actions taken (how you attempted to overcome these obstacles and whether your efforts were successful) and actions required if the obstacle has not yet been overcome.

c. Capacity Improvements

Describe how organizational development activities have affected your operations, programs, and services.

d. Lessons Learned and Recommendations

e. Financial Summary.

The Recipient shall provide a summary of financial expenditures relative to achievements.

Recipient shall submit the original copy of performance reports to G4G Grants Manager by e-mail.

Reports of Problems of Issues

Recipients shall immediately notify the G4G Grants Manager of developments that have a significant impact on the award-supported activities, including problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award.

This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

ATTACHMENT IV
CERTIFICATIONS, ASSURANCES, AND OTHER STATEMENTS OF THE RECIPIENT (May 2006)
(document attached in email)

Deloitte Project Grants Administrator to attach required certifications:

From USAID Web Page: <http://www.usaid.gov/sites/default/files/documents/1868/303.pdf>

A signed copy of ADS 303mav, Certifications, Assurances, and Other Statements of the Recipient and Solicitation Standard Provisions, which includes:

- 1. Assurance of Compliance with Laws and Regulations Governing Nondiscrimination in Federally Assisted Programs (This assurance applies to Non-U.S. organizations, if any part of the program will be undertaken in the U.S.);**
- 2. Certification Regarding Lobbying (22 CFR 227);**
- 3. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206, Prohibition of Assistance to Drug Traffickers);**
- 4. Certification Regarding Terrorist Financing; and**
- 5. Certification of Recipient**

Other certifications and statements found in ADS 303mav, Certifications, Assurances, and Other Statements of the Recipient and Solicitation Standard Provisions:

- 1. A signed copy of Key Individual Certification Narcotics Offenses and Drug Trafficking, (ADS 206.3.10) when applicable;**
- 2. A signed copy of Participant Certification Narcotics Offenses and Drug Trafficking (ADS 206.3.10) when applicable;**
- 3. Other Statements of Recipients.**

Certification: COMPLIANCE WITH ANTICORRUPTION LAWS.

The Recipient represents and warrants that, in connection with this Grant Award, Recipient and any person or entity acting on its behalf has complied, and will continue to comply, with the U. S. Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, et. seq.) as amended (“FCPA”), and all other applicable anti-corruption laws, rules and regulations.

As a general description, the FCPA prohibits corruptly offering, promising, authorizing, or providing money, gifts or anything of value, directly or indirectly (e.g., through third parties), to a Foreign Official (as defined below) for the purpose of (1) influencing an official act or decision; (2) inducing the Foreign Official to do or omit to do anything in violation of his lawful duty; or (3) securing an improper advantage; in each case in order to assist in obtaining or retaining business, or directing business to anyone.

Under the FCPA, a Foreign Official includes not only a person who performs traditional governmental or administrative functions, but also any member of or an employee of an entity in which a governmental body has an ownership interest (even a minority interest). Such employee could still qualify as a Foreign Official even if he or she performs business-related functions as an employee of such entity engaged in commercial, rather than governmental, activities.

To facilitate Recipient understands and compliance with obligations set forth in this clause, ‘Foreign Official’ is hereby defined for the purposes of this clause to include:

- Any officer or employee of a non-U.S. government (including any non-U.S. military personnel) or any of its departments or agencies or incorporated entities (including state-owned enterprises);
- Any director, officer, or employee of any legal entity or joint venture that is controlled or significantly owned by a non-U.S. government (including any non-U.S. military personnel) or any of its departments or agencies or incorporated entities (including state-owned enterprises);
- Any officer or employee of any public international organization (e.g., the United Nations or World Bank);
- Any person that represents or acts on behalf of, or in an official capacity for, any non-U.S. government or any of its departments or agencies or incorporated entities (including state-owned enterprises), even if honorary;
- Any non-U.S. political party or party official or candidate for non-U.S. political office
- Any member of a royal family;
- Any member of a non-U.S. legislative body.

Recipient understands that prohibited payments or offerings under the FCPA need not take the form of cash or cash equivalents. For the purposes of this clause, and in line with the FCPA, the reference to ‘anything of value’ is construed broadly and covers any tangible benefit of any kind, including, without limitation, cash or cash equivalents, gifts (including, but not limited to, gifts or courtesies of local custom, wedding and personal gifts, jewelry), political contributions, donations to charities at the behest of a Foreign Official or his/her family, entertainment (including, but not limited to, meals and tickets to events), travel and travel-related expenses, hospitalities (including, but not limited to, accommodation), ownership rights in joint ventures or other entities, inflated or excessive contract prices, loans and employment (whether long-term or temporary). Even if any payments or gifts are a customary part of the culture of a particular country, they may be prohibited under the FCPA. In addition, providing or offering gifts, payments or other benefits to another person for an improper or corrupt purpose may violate not only the FCPA but also other similar anti-bribery laws and regulations.

Moreover, other applicable anti-corruption laws may also prohibit kickbacks or bribery of officials or commercial counterparties. Recipient shall comply with all such applicable laws and regulations.

Recipient shall ensure that Recipient's relevant partners, officers, employees, personnel, subcontractors and agents understand and comply with the obligations set forth in this clause.

Recipient shall notify the G4G Grants Manager as soon as reasonably practicable of any change in circumstances that renders these representations or warranties inaccurate. In addition to and without prejudicing any other rights or remedies available to Deloitte Consulting, we may (i) terminate the Grant Award immediately upon written notice to Recipient and (ii) withhold any amounts payable to Recipient under the Grants Award Agreement in the event of (x) Recipient's breach of this paragraph or (y) any governmental inquiry or investigation relating to a potential violation of the FCPA or any other anti-corruption law, rules or regulations by Recipient or by any person or entity acting on its behalf.

Grant Award Name and # Support to the PPD Quality Tracking Mechanism, RFA#2018-16

Date of Application September 10, 2018

Name of Recipient Institute for Development of Freedom of Information

Typed Name and Title Giorgi Kldiashvili, Executive Director

Signature _____

Date December 20, 2018



ATTACHMENT V
MANDATORY STANDARD
PROVISIONS (ADS Chapter 303
December 2014) (document
attached in email)

Attached from the USAID Web Page: <http://www.usaid.gov/policy/ads/300/303mab>

Standard Provisions for Non-U.S. Nongovernmental Organizations

Mandatory Reference for ADS 303

<http://www.usaid.gov/ads/policy/300/303mab>

and

Standard Provisions for Fixed Obligation Grants to Nongovernmental Organizations

Mandatory Reference for ADS 303

<http://www.usaid.gov/ads/policy/300/303mat>

ATTACHMENT VI
RECIPIENT HANDBOOK (provided electronically – for informal reference only)