

FIXED OBLIGATION GRANT

Date: **September 25, 2014**

Recipient: **Institute for Development of Freedom of Information (IDFI)**

Address: **4 A. Machabeli Street, Suite 1, 0179 Tbilisi, Georgia**

Primary Point of Contact: **Mr. Giorgi Kldiashvili – Executive Director**

Grant Agreement No.: **493700.01-14-17-IDFI** Type of Grant: **Fixed Obligation Grant**

Client Contract No.: **AID-114-TO-11-00001** Total Grant Amount: **GEL 34,779.14**

MSI Project No.: **493700.01** Period of Performance: **25 Sept. – 27 Nov. 2014**

Name of Grant Activity: **Improving the Practice of Compliance with the Proactive Disclosure of Public Information Obligation by State Authorities of Georgia**

Dear Mr. Kldiashvili:

Pursuant to the above referenced Client Contract and on behalf of Management Systems International (MSI) (hereinafter sometimes referred to as "the Grantor"), I am pleased to award to the **Institute for Development of Freedom of Information (IDFI)** (hereinafter sometimes referred to as "the Grantee"), this Grant in the amount of **GEL 34,779.14** for the project entitled "**Improving the Practice of Compliance with the Proactive Disclosure of Public Information Obligation by State Authorities of Georgia**". This is a Fixed Obligation Grant (FOG) award under which fixed price payments are made based upon completion and acceptance of clearly defined milestones and deliverables as set forth below in accordance with the terms and conditions of this Agreement.

SCOPE OF WORK AND SPECIFIC PROJECT GOALS

IDFI will work to assist Government of Georgia institutions to effectively manage FOIA compliance, engage civil society in monitoring implementation of FOIA provisions, and to publicize information on implementation and violations on FOIA provisions. Objectives of this grant program are to:

- Carry out a study of the FOIA compliance by above mentioned institutions, both for proactive disclosure and type, rate and quality of responses to public information requests in written format;
- Develop statistics to highlight the most frequently demanded type of information by civil society/public/citizens;
- Conduct targeted focus groups with civil society organizations that interact on a regular basis with each above mentioned government institutions;
- Provide case studies of 3 to 4 foreign countries (other than US, UK and Estonia, as a study of these countries' best FOIA practices was carried out by the G3 in the previous year) with best practices in implementing provisions to more readily disclose public information;
- Conduct a workshop on best practices of disclosing public information for the GoG FOIA officers;
- Provide recommendations to improve GoG institutions' compliance with the FOIA.

Ethics and Compliance Hotline

Improper acts by MSI, its subcontractors or grantees must be reported, and may be done so confidentially by contacting the following e-mail: ethics@msi-inc.com or telephone number: +1 703 979 7100, ext. 111.

WHAT TO REPORT:

- Any suspected misuse or misappropriation of funds
- Theft, fraud, or conflicts of interest
- Misuse or abuse, or waste of US government property
- Bribes or kickbacks
- Gross misconduct, unethical or illegal behavior

Reasonable, Allowable, Allocable Costs

Grantee shall document that reasonable steps were taken to ensure that all costs charged to the grant are reasonable, allowable, and allocable to the grant activity, and that all purchases are made from responsible source.

Cost Records

Grantee shall maintain complete records of all costs charged to the grant for a period of three years after the expiration of the grant and make such records available to the Grantor, USAID or its representative for review at any time; and

Cost Rebates

Grantee shall, at the Grantor's or USAID's request, refund to the Grantor or its assignee any funds received from the Grantor that represent payment for any costs determined by the Grantor or its assignee not to meet the terms and conditions of this grant.

Please sign both copies of this Grant Agreement to acknowledge your acceptance of this Grant and your agreement with the terms and conditions set forth therein. In addition, please sign the *Certifications* provided herein in Annex 4.

Retain one copy of the Grant Agreement and annexes for your records, return the other along with the signed *Certifications* to the Grantor.

We look forward to working with you on this worthwhile activity. The Parties' signatures below, transmitted by facsimile or via electronic signature, have the same power as the original.

Sincerely,

Approved by: Management Systems International

Maris Mikelsons
Chief of Party

Kenneth Kinzer
Director of Contracts

Date: _____

Date: _____

Acceptance and Agreement by: Institute for Development of Freedom of Information (IDFI)



Giorgi Kldiashvili
Executive Director

Date: 10-01-20



MILESTONES FOR COMPLETION & PAYMENT

Payments to the Grantee shall be based upon satisfactory completion of the following milestones:

Milestone 1: Develop detailed work plan and monitoring and evaluation plan for 2.5 month project implementation; Hold three focus group meetings with CSO and media representatives, finalize study of international practices for Canada, Australia and Italy; Conduct workshop and present progress report

Implementation period: September 25 – October 20, 2014

The milestone will be implemented as follows:

<i>Milestone 1 Activity Description</i>	<i>Evidence of Milestone Completion</i>
Prepare and submit the project implementation detailed plan and M&E plan.	Monitoring and Evaluation Plan with implementation plan.
Study of international practice of proactive disclosure of public information (Australia, Canada & Italy)	Paper on following countries: Australia, Canada and Italy with best practices in disclosing public information; Executive Summary in English
Conduct targeted 3 focus group meetings with the CSO, media representatives	Submit agenda, signing sheets, photos, report from meetings an English with the CSO and media representatives
Develop Progress Report	Submit Progress Report an English
Milestone Payment: GEL 17,389.57	

Upon the Grantee’s completion of the above milestone/deliverables and their acceptance by the Grantor, a payment of **GEL 17,389.27** will be made to the Grantee. If any of the activities are not implemented, not completed, or not accepted by the Grantor, the Grantor reserves the right to disapprove the reported activity. In the event that an activity is rejected, the Grantor shall withhold all costs affiliated with this activity or the Grantee shall return funds to the Grantor.

Milestone 2: Conduct study GoG’s compliance with FOIA & perform analysis of complying obligation regarding proactive disclosure of Information

Implementation period: October 21, 2014 – November 25, 2014

The milestone will be implemented as follows:

<i>Milestone 2 Activity Description</i>	<i>Evidence of Milestone Completion</i>
Conduct study on GoG’s compliance with the FOIA; Perform analysis of complying with the obligation regarding proactive disclosure of public information; Perform analysis of complying with the obligation regarding provision of public information requested both in written and electronic format.	Report on statistics of FOIA compliance by GoG institutions – Executive Summary an English
Conduct workshop on best practices of disclosing public information for the representatives of governmental institutions	Submit agenda, signing sheets, photos, 2 piece of the researched printed materials, a report from meeting with the representatives of governmental institutions

<i>Milestone 2 Activity Description</i>	<i>Evidence of Milestone Completion</i>
Work out, present and disseminate the final version of the recommendations package	Recommendation paper on improving FOIA compliance by GoG institutions; Executive Summary in English
Develop Final Report	Submit the Final Report an English
Milestone Payment: GEL 17,389.57	

Upon completion of the above milestone deliverables and their acceptance by the Grantor, a payment of **GEL 17,789.57** will be made to the Grantee. If any of the activities are not implemented, not completed, or not accepted by the Grantor, the Grantor reserves the right to disapprove the reported activity. In the event that an activity is rejected, the Grantor shall withhold all costs affiliated with this activity or the Grantee shall return funds to the Grantor.

NOTE: In addition to performing the above determined milestone activities and providing the related deliverables specified by the dates listed, the Grantee is required to submit monthly activity progress reports to receive milestone payments. These monthly progress reports shall follow the format provided by the Grantor and are, like the determination of milestone achievement and deliverable acceptance, subject to the Grantor's approval.

TERMS AND CONDITIONS

This Grant is awarded to the Grantee on condition that all funds will be administered in accordance with the following terms and conditions:

Period and Conditions of Grant

Unless otherwise expressly agreed to in writing by MSI, Grant funds shall only be used to complete the activities listed in the attached Scope of work (Annex 1) as detailed by the Milestones and Monitoring and Evaluation Plan set forth above within the authorized period of performance.

Upon completion of the milestones/deliverables and their acceptance by MSI, a payment in the amount set forth above will be made to the Grantee. If any of the activities are not implemented, not completed, or not accepted by the Grantor, the Grantor reserves the right to disapprove the reported activity. In the event that an activity is rejected, the Grantor shall withhold all costs affiliated with this activity or the Grantee shall return funds to the Grantor.

Controlling Language

English is the official language of MSI's award documents and any supporting documents.

Use of Grant Funds

The Grantee shall receive funds in accordance with the completion and the Grantor's acceptance of the milestones and deliverables set forth above.

The Grantee may only incur allowable costs necessary for proper completion of the activities described in Annex 1 and in the Milestones above as outlined in the authorized budget, Annex 2, within the timeframe of the period of performance of the Project as specified in this Grant Agreement.

The amounts set forth in the Budget include all applicable taxes. The Grantor will not be responsible for any taxes incurred in conducting this grant effort that are not included in the budget.

Any service procurement and subcontracting/purchasing under the grant agreement requires specific prior written approval of the MSI Chief of Party. Detailed information on the procurement, subcontracting or sub-granting processes shall be provided from and prior award approval must be obtained from MSI.

Deliverables

The Grantee shall submit the deliverables indicated under each milestone above to the MSI Grant Manager. All report deliverables should use the reporting format provided by the G3 Program Grant Manager. When possible, deliverables shall be submitted electronically (in MSWord, Excel, PowerPoint Presentations, Photoshop, or Adobe Acrobat). When electronic submission is not possible, deliverables may be submitted in hard copy by mail. Where written materials are not in English, a brief explanation should be provided in English that describes the contents of materials. The Grantor also welcomes copies of any photographs taken of activities. Upon receipt of deliverables, the Grantor will review and may request additional information or clarification from the Grantee.

Payment

Payment shall be made by the Grantor upon completion and acceptance of each milestone and milestone deliverables in the amount specified for each milestone. All funds provided under this Grant shall be used solely for the purpose(s) described in this Grant Agreement. Any funds used for any purpose other than those described in this Grant Agreement shall be returned to the Grantor.

Within 30 days of completion of each milestone, the Grantee will submit a milestone certification for payment. Each milestone certification shall be identified by the award number and shall state each milestone accomplished as well as the total payment amount requested. The request for payment shall include a milestone certification by the Grantee that the activity milestone for which it is requesting payment has been completed in accordance with the project description. Payments will be made through bank transfers in local currency at the official exchange rate on the transfer day. A sample milestone certification is provided in Annex 3.

With the submission of the final certification of milestone completion, the Grantee is requested to provide a written certification that all activities for which this Grant was awarded have been completed (see Grant Completion Certification Form provided in Annex 5).

Upon receipt and approval of the invoice, it is agreed that MSI shall wire payment into the following Grantee account:

Bank Name and Address: **Bank of Georgia**
Tbilisi, Georgia

Account Number: **GE19 BG00 0000 0138 0950 03**

Bank Code: **BAGAGE 22**

Account Name: **Institute of Development of Freedom of Information (IDFI)**

Financial Representative: **Nana Makharashvili – n.makharashvili@idfi.ge**

Communications

All certifications/correspondence under this award shall be directed to the **G3 Grants Program**:

Management Systems International - Georgia
Attn: Mr. Koba Khutsishvili, Finance & Admin Manager
5 Mtskheta Street
Tbilisi, Georgia

Publications and Media Products

1. The Grantee shall not issue any grant activity-related or financed publications or media products without prior written approval by the Chief of Party or their designee.
2. Submission of both electronic versions (in MSWord, Excel, PowerPoint Presentations, Photoshop, or Adobe Acrobat) and two hard copies of all publications, reports, presentations, or documents produced with grant funds are required to be submitted to the Grantor at the address above. In addition, electronic versions of all audio and/or video materials have to be provided to the Grantor.
3. The Grantee shall acknowledge the support of USAID in every publication, report, audio or video materials, presentation, or document based and must follow the USAID Branding/Marking Plan Guidelines. The acknowledgements shall be as follows:

"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 of this (specify) is the responsibility of the grantor and do not necessarily reflect the view of USAID or United States Government."
4. The Grantee shall obtain approval from the MSI COP or their designee when marking public communication products with USAID identity or omitting acknowledgement.
5. The author or the Grantee is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID and the Grantor (when authorized by USAID) reserve an unlimited, royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for USAID purposes.
6. All events held by the grantee should include visible marking with the USAID identity of a size and prominence equivalent to or greater than recipients, sub recipients, or other donor's or third party.

Title to Equipment and Property

The purchase of non-expendable equipment under this award is not allowed.

Compliance with Laws and Regulations

The Grantee shall comply with all applicable national, regional and local laws and ordinances, all rules and regulations thereunder and all provisions included herein, now or hereafter enacted or adopted and which are hereby incorporated by reference. The Grantee shall also comply with the Mandatory Standard Provisions For Non-U.S., Nongovernmental Recipients available at Mandatory Standard Provisions: A Mandatory Reference for ADS Chapter 303 at: <http://www.usaid.gov/policy/ads/300/303mab.pdf>.

TERMINATION AND SUSPENSION (FEBRUARY 2012)

- a. This award may be terminated at any time, in whole or in part, by either party upon receipt of written notification by the other party.
- b. Termination and Suspension Procedures. Upon receipt of, and in accordance with a termination notice as specified above, the Grantee must take immediate action to minimize all expenditures and obligations financed by this award and must cancel such unliquidated obligations whenever possible. Except as provided below, the recipient is not entitled to any costs incurred after the effective date of termination.

The Grantee must within 30 calendar days after the effective date of such termination repay to the Grantor all unliquidated funds not otherwise obligated by a legally binding transaction applicable to this award that cannot be cancelled without penalty by the recipient. Should the funds paid by the Grantor to the Grantee prior to the effective date of the termination of this award be insufficient to cover the Grantee's obligations in a legally binding transaction applicable to this award, the Grantee may submit to the Grantor within 90 calendar days after the effective date of such termination a written claim covering such obligations. The Grantor must determine the amount(s) to be paid to the recipient under such claim in accordance with the applicable Cost Principles.

Inspection

The authorized representative of the Grantor and USAID have the right to perform a performance review evaluation and financial audit of the Grantee to ensure that tasks outlined above are performed according to the Grant Agreement. If the performance is not in accordance with the Grant Agreement, the Grantee receives a written notification that addresses specific concerns of the Grantor. The Grantee must send a written response to the Grantor and correct deficiencies described in the Grantor notification within the time period stated in the notification. The Grantor shall conduct performance inspections/financial audits in a reasonable manner. The Grantor has a right to publicly disclose performance inspections/financial audits results without the consent of the Grantee.

Liability

Neither MSI nor USAID shall be held liable by the Grantee for any third party claims arising from actions of the Grantee under this grant.

The Grantor and USAID do not assume liability for any third party claims for damages arising out of this grant.

Excusable Delays

Neither MSI or the Grantee shall be liable for any default caused by an occurrence beyond the reasonable control of either party and without that party's fault or negligence such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers.

Disputes

Any disputes under or relating to this grant shall be decided by the Grantor. The Grantor will maintain final authority in all disputes.

Notification Provision

Transparency Act Reporting and DUNS Registration

The Grantee understands that the following information will be made public through the U.S. Federal Government as a result of their accepting this Grant Award: a. Grantee's name and address; b. Amount of Grant Award; c. USAID as the funding agency; d. The CFDA program number (provided by MSI); e. Program source (provided by MSI); f. Award title and purpose of the Grant; g. Place of performance; and h. Grantee's Duns number and that of any parent organization.

The Grantee is required to obtain a Dun & Bradstreet "Data Universal Numbering System" number (DUNS#) within 30 days of award issuance if they do not already have one. Please note MSI is not liable for any payments to the Grantee for any goods delivered or services performed until such time that the Grantee has obtained and can provide their assigned DUNS# to MSI. Furthermore, for any grant over USD 25,000 for an organization that has gross annual revenue of more than USD 300,000, the grantee is required to register with the Central Contractor Registration at www.ccr.gov

The MSI/Project staff are available to assist with obtaining the information and registration required by this provision.

Notices

- A. Notices shall be sent electronically by secure email or in writing, signed by the notifying Party's authorized representative, to:
- Maris Mikelsons, MSI/G3 Chief of Party, at the address shown under "Communications".
 - The Grantee, to its legal representative at its address specified in the Grant Agreement.

Notices shall clearly list the MSI Grant Agreement Number and MSI Project Number.

- B. Notices shall be effective when received, or on the effective date of a received notice, whichever is later.
- C. For the purpose of Disputes above, Notices may also be sent to MSI Washington, D.C. at the following address:

Kenneth Kinzer, Director of Contracts
Management Systems International, Inc.
200 12th Street South, Suite 1200
Arlington, VA 22202 (USA)
Tel: +1 703 981 7100 / Fax: +1 703 981 7101

Amendment

The Grant Agreement may be amended upon mutual consent of the Grantor and Grantee by formal written modifications to the Grant Agreement. Such formal amendment shall be authorized by the MSI Director of Contracts or his/her designee.

Special Provisions

Anti-Terrorism: The Grantee is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Grantee to ensure compliance with these Executive Orders and laws. One of the applicable Executive Orders is E.O. 13224. A list of the names of individuals and entities designated there under can be found at the website of the Office of Foreign Assets Control (OFAC) within the U.S. Department of Treasury at: <http://www.treas.gov/offices/enforcement/ofac/sdn>. This list is updated periodically; therefore, you are required to obtain the updated list at the time of procurement of goods or services.

Combating Trafficking in Persons (October 2010)

By accepting this Grant the Recipient certifies they shall comply with the requirements of this provision.

(a) Provisions applicable to a recipient that is a private (non-government) entity.

- (1) You as the recipient and your employees, may not— (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) Procure a commercial sex act during the period of time that the award is in effect; or (iii) Use forced labor in the performance of the award or sub-awards under the award.
- (2) MSI or its client may unilaterally terminate this award, without penalty, if (i) It is determined that you have violated a prohibition in paragraph a. (1) of this award term; or (ii) you have an employee who is determined by MSI or its client to have violated a prohibition in paragraph a. (1) of this award term through conduct that is either—(A) Associated with performance under this award; or (B) Imputed to you using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies

on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 22 CFR 208 or its superseding Part in 2 CFR.

(b) Provisions applicable to any recipient.

- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. (1) of this award term.
- (2) Our right to terminate unilaterally that is described in paragraph a. (2) or b of this section: (i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 .S.C. 7104(g)), and (ii) Is in addition to all other remedies for noncompliance that are available to us under this award.
- (3) You must include the requirements of paragraph a. (1) of this award term in any sub-award you make to a private entity.

Voluntary Population Planning Activities – Mandatory Requirements (May 2006)

Requirements for Voluntary Sterilization Programs:

None of the funds made available under this award shall be used to pay for the performance of involuntary sterilizations as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

Prohibition on Abortion-Related Activities:

- (1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.
- (2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

USAID Disability Policy - Assistance (December 2004)

- a. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other USG agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found online at the following website: http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf
- b. USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing the program under this grant or cooperative agreement. To that end, and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

Ethics and Compliance Hotline

Improper acts by MSI, its subcontractors or grantees must be reported, and may be done so confidentially by contacting the following e-mail: ethics@msi-inc.com or telephone number: +1 703 979 7100, ext. 111.

WHAT TO REPORT:

- Any suspected misuse or misappropriation of funds
- Theft, fraud, or conflicts of interest
- Misuse or abuse, or waste of US government property
- Bribes or kickbacks
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Grantee shall document that reasonable steps were taken to ensure that all costs charged to the grant are reasonable, allowable, and allocable to the grant activity, and that all purchases are made from responsible source.

Cost Records

Grantee shall maintain complete records of all costs charged to the grant for a period of three years after the expiration of the grant and make such records available to the Grantor, USAID or its representative for review at any time; and

Cost Rebates

Grantee shall, at the Grantor's or USAID's request, refund to the Grantor or its assignee any funds received from the Grantor that represent payment for any costs determined by the Grantor or its assignee not to meet the terms and conditions of this grant.

Please sign both copies of this Grant Agreement to acknowledge your acceptance of this Grant and your agreement with the terms and conditions set forth therein. In addition, please sign the *Certifications* provided herein in Annex 4.

Retain one copy of the Grant Agreement and annexes for your records, return the other along with the signed *Certifications* to the Grantor.

We look forward to working with you on this worthwhile activity. The Parties' signatures below, transmitted by facsimile or via electronic signature, have the same power as the original.

Sincerely,

Approved by: Management Systems International

Maris Mikelsons
Chief of Party

Kenneth Kinzer
Director of Contracts

Date: _____

Date: _____

Acceptance and Agreement by: Institute for Development of Freedom of Information (IDFI)

Giorgi Kldiashvili
Executive Director

Date: _____

ANNEXES

- Annex 1** GM Form 6A: Grant Activity Statement of Work
- Annex 2** GM Form 6B: Milestone Payment Schedule
- Annex 3** GM Form 6C: Milestone Certification
- Annex 4** GM Form 6D: Grantee Certifications
- Annex 5** GM Form 6E: MSI Grant Completion Certification Form (To be signed and submitted upon completion of the grant award together with the last milestone invoice)

Annex 1 Statement of Work

Background

The Good Governance in Georgia (G3) program works with national and local government agencies to improve transparency, accountability and institutional efficiency at all levels of government in providing better services to citizens, as well as to improve communication channels between Government of Georgia (GoG) institutions, stakeholders, civil society and citizens of Georgia. The purpose of this grant program is to improve the processes related to effective implementation of the Freedom of Information Act (FOIA) in Georgia. According to the Decree of the Government of Georgia "About the Form of the Electronic Request of Information and Proactive Disclosure of Public Information," the following administrative bodies are obliged to guarantee the proactive disclosure of the public information: a) State Chancellery of Georgia, b) Ministries of Georgia, c) Offices of the State Minister of Georgia, d) Subordinated Public Authorities, e) Legal Entities of the Ministry of Georgia; f) Special Forces paramilitary Entity under the direct supervision of the executive body of the Government of Georgia; g) Parliament of Georgia; h) Supreme Court of Georgia.

Objectives

The objective of this grant is to assist Government of Georgia institutions to effectively manage FOIA compliance, engage civil society in monitoring implementation of FOIA provisions, and publicize information on implementation and constraints to implementation of FOIA provisions.

Specific Activities

The Grantee shall:

- In close cooperation with G3 partner institutions, conduct a study of GoG's compliance to implement FOIA provisions for proactive disclosure by type, rate and quality of responses to public information requests;
- Conduct 2-3 targeted focus groups with civil society organizations that interact on a regular basis with GoG institutions to access public information. The objective of these focus group discussions is to obtain feedback from the participants on their experiences in requesting public information from central and municipal agencies, their perceptions, and opinions towards existing drawbacks and possible solutions for improving the processes. These will be interactive group settings where participants will be free to talk with other group members on challenges in existing practices for receiving government-held information and propose solutions for improving GoG responsiveness for requests of public information. G3's Centers for Civic Engagement (CCE) located in Akhaltsikhe, Batumi, Gori, Kutaisi, Marneuli, Ozurgeti, Rustavi, Sagarejo, Telavi and Zugdidi can be selectively used for these meetings outside of Tbilisi as they are free spaces for meetings and are equipped with all necessary technical amenities.
- Provide case studies of 3 foreign countries with experience in implementing provisions for disclosure of public information; and
- Conduct a workshop to identify best practices for disclosing public information directed at GoG FOIA officers.

Deliverables:

- Report on statistics of FOIA compliance by GoG institutions
- Targeted focus group analysis paper
- Paper on other countries' (Australia, Canada and Italy) experience with best practices in disclosing public information
- Recommendation paper on improving FOIA compliance by GoG institutions

Implementation Timeline

No	Activities/Sub-activities	Sep.	Oct.	Nov.
1	Study on GoG's compliance with the FOIA			
1.1	Analysis of complying with the obligation regarding proactive disclosure of public information			
1.2	Analysis of complying with the obligation regarding provision of public information requested both in written and electronic format			
1.3	Defining the most requested public information			
1.4	Highlighting the problems connected with the release of public information			
2	Study of international practice of proactive disclosure of public information			
2.1	Study of the practice / experience of Canada			
2.2	Study of the practice / experience of Australia			
2.3	Study of the practice / experience of Italy			
3	Focus group meetings with the CSO, media representatives			
4	Working meeting with representatives of governmental institutions			
5	Working out the corrected version of the recommendations package			
6	Presenting and disseminating the final version of the recommendations package			

The Final report must be submitted to MSI at end of the of the project, no later than November 27, 2014.

Annex 2 Milestone Payment Schedule

Milestone	Milestone Activity Description	Amount in GEL
1	<ul style="list-style-type: none"> • Prepare and submit the project implementation detailed plan and M&E plan. • Study of international practice of proactive disclosure of public information (Canada, Australia, Italy) • Conduct targeted 3 focus group meetings with the CSO, media representatives • Conduct workshop on best practices of disclosing public information for the representatives of governmental institutions • Develop Progress Report 	<i>17,389.57</i>
2	<ul style="list-style-type: none"> • Conduct study on GoG's compliance with the FOIA; Perform analysis of complying with the obligation regarding proactive disclosure of public information; Perform analysis of complying with the obligation regarding provision of public information requested both in written and electronic format. • Work out, present and disseminate the final version of the recommendations package • Develop Final Report 	<i>17,389.57</i>
TOTAL		<i>GEL 34,779.14</i>

Annex 3 Milestone Certification

(Please number and title subsequent certifications based on Milestone)

Date:

Attention: Koba Khutsishvili, Finance & Admin. Manager
Management Systems International

Address: 5 Mtskheta Str. 0179, Tbilisi, Georgia

Project name: **Improving Practice of Compliance with the Proactive Disclosure of Public Information Obligation by State Authorities of Georgia**

Grantee Name: **Institute for Development of Freedom of Information (IDFI)**

Name of Authorized Representative: Giorgi Kldiashvili

Address: 4 A. Machabeli Str, Suite 1, 0179, Tbilisi, Georgia

Telephone: 995 32 220 67 74/75

Email: g.kldiashvili@idfi.ge

Grant No.: 493700.01-14-17-IDFI

MSI Project No.: 493700

USAID Contract No.: AID-114-TO-11-00001

Milestone and Deliverables covered by this certification:

Milestone 1 – Develop detailed work plan and monitoring and evaluation plan for 2.5 month project implementation; Hold three focus group meetings with CSO and media representatives, finalize study of international practice; Conduct workshop and present progress report

Check this box if this is the Final Milestone Payment

The undersigned hereby certifies that the amount being invoiced represents only those amounts properly payable in accordance with the terms and conditions of the Grant Agreement.

Certified by Authorized Representative of Grantee:

Signature: _____
Printed Name/Title: Giorgi Kldiashvili, Executive Director
Date:

Payment should be remitted to: IDFI via Bank Transfer

Amount of Wire: _____
Name & Address of Bank: _____
Account Number: _____
Bank Code: _____

Milestone completion certified by:

Signature: _____

Printed Name/Title:

Sofia Gurgenidze, Technical Component Leader

Date:

Milestone completion approved by:

Signature: _____

Printed Name/Title:

Maris Mikelsons, Chief of Party

Date:

Milestone payment approved by:

Signature: _____

Printed Name/Title:

Koba Khutsishvili, Finance & Administration Manager

Date:

Annex 4 Grantee Certifications

(Applicant review and initial their understanding and acceptance on each page of this Annex)

Overview

1. Certification Regarding A Drug-Free Workplace
2. Certification Regarding Debarment, Suspension, And Other Responsibility Matters – Primary Covered Transactions
3. Implementation of Executive Order 13224 – Certification Regarding Terrorist Financing
4. "Transparency Act" Reporting and Certification

Annex 5
MSI Grant Completion Certification Form

(to be submitted with Certification for Final Milestone Payment)

MSI Project Number: 493700.01
USAID Contract Number: AID-DFD-I-00-08-00072
Task Order Number: AID-114-TO-11-00001
Grantee Organization: IDFI
Grant Number: 493700.01-14-17-IDFI
Grant Start Date: September 30, 2014
Grant End Date: November 27, 2014

COMPLETION CERTIFICATION (to be completed by the Grantee):

The undersigned designated agent of the grantee hereby warrants that: (1) the activities were performed in accordance with the specifications in the grant agreement and other grant program requirements; (2) the activities outlined in the grant agreement were completed within the time frame of the agreement; (3) we have adhered to all certifications within the grant agreement; and (4) the above information is true and correct.

Signature

Giorgi Kldiashvili, Executive Director
Printed Name & Title of Authorized Representative

Date of Signature

REVIEWED BY MSI:

Maris Mikelsons
Signature

Chief of Party
Printed Name & Title

Date of Signature