



**FIXED AMOUNT AWARD**

<p>Grantee Name: Institute for Development of Freedom of Information (IDFI)</p> <p>Address: 20. Taras Shevchenko Street, 0108, Tbilisi Georgia</p>	<p>Grantor Name: Counterpart International (Counterpart)</p> <p>Address: 2345 Crystal Drive, Ste. 301 Arlington, VA 22202 USA</p>		
<p>Authority: U.S. Foreign Assistance Act of 1962</p> <p>CFDA Number: 98.001</p>	<p>Prime Award Number: AID-OAA-LA-11-00008</p> <p>Date Prime Award Issued: 09/26/2011</p> <p>Awarding Agency: USAID</p>		
<p>Grant Number: IFPA-1011-2020-04-IDFI</p>	<p>Project Title: Ensuring Legal Safeguards for Digital Rights in Georgia</p>		
<p>Grant Start Date: April 15, 2020</p>	<p>Grant End Date: August 28, 2020</p>		
<p>Applicable Federal Regulation</p>	<p>Standard Provisions for Fixed Amount Awards</p>		
<p>Geographic Code: 935</p>	<table border="1"> <tr> <td>Total Award</td> <td>110,695 GEL (approx. \$34,964)</td> </tr> </table>	Total Award	110,695 GEL (approx. \$34,964)
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<p>Grantee DUNS Number: 683527652</p>	<p>Grantee TIN (US Only): N/A</p>		
<p>Counterpart Point of Contact: Marilyn Vernon, ISC Senior Program Officer, <a href="mailto:olivier@iscproject.org">olivier@iscproject.org</a></p>	<p>Grantee Point of Contact: Levan Avalishvili, Programs Director <a href="mailto:l.avalishvili@idfi.ge">l.avalishvili@idfi.ge</a></p>		
<p>Counterpart Representative: Eric Johnson Chief of Party, ISC Project, <a href="mailto:ejohnson@counterpart.org">ejohnson@counterpart.org</a></p>	<p>Grantee Representative: Giorgi Kldiashvili, Executive Director <a href="mailto:g.kldiashvili@idfi.ge">g.kldiashvili@idfi.ge</a></p>		

By signing this agreement both parties agree to abide by the terms and conditions of the award as specified on the following pages.

**Counterpart International**

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

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED PERSON**

  
\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED PERSON**

\_\_\_\_\_  
**ERIC JOHNSON**

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**GIORGI KLDIASHVILI**  
  
\_\_\_\_\_  
**EXECUTIVE DIRECTOR**  


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**CHIEF OF PARTY**

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**04/15/2020**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**EJOHNSON@COUNTERPART.ORG**

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**G.KLDIASHVILI@IDFI.GE**

**EMAIL**

**EMAIL**

Attachments:

1. Program Description
2. Voucher/Invoice
3. Certification of Completion
4. Standard Provisions for Fixed Amount Awards

## Terms and Conditions

### I. Purpose

The project aims to ensure and strengthen safeguards and digital freedoms on the legislative level in Georgia. As legislative changes are expected in the sphere of information security, it is important to elaborate a proper model which balances digital freedoms and information security obligations for particular institutions. To facilitate this process, the project has several objectives:

- Find an accurate balance between digital freedoms and security;
- Identify major challenges and problems relevant for Georgia in this regard;
- Consider international practice and international standards in this regard;
- Propose and promote/advocate alternative version of information security system/legal framework proposed by the government.

To this end, meetings and workshops will be held with all relevant decision makers and representatives of different public institutions responsible for information security policy design, adoption, implementation and monitoring. To attain public support, project will be open for cooperation with and engagement of local stakeholders (representatives of civil society organizations, private sector, academia, tech community and experts in the field), international community and media while conducting particular project activities.

### II. Award

The funds provided under the terms of this Grant Agreement (hereinafter, referred to as "the Agreement") will be used in the performance of grant milestones.

Following is the Schedule of Milestones associated with the program that has been agreed upon between Counterpart and Grantee and that is aligned with the budget. The accomplishment of each Milestone will be based on the successful completion of the tasks or deliverables delineated for that Milestone by the Grantee and Counterpart's approval. Counterpart is not liable for reimbursing the Grantee for any amount exceeding the obligated amount, or outside of the Agreement period.

#	Description of Milestone	Estimated Completion Date*	Amount**
1	Work plan & division of tasks	April 17, 2020	11,069 GEL (approx. \$3,456)
<b>Required Deliverables:</b>			
<ul style="list-style-type: none"> <li>a. Signed work plan for the subgrant's twenty-week period of performance;</li> <li>b. Detailed task list for five assigned personnel;</li> <li>c. Contingency plan for activity modifications should covid-related movement restrictions impede their implementation.</li> </ul>			
Vouchers and milestones must be submitted to: <b>Marilyn Vernon, ISC SPO at mvernon@counterpart.org</b>			
2	Workshop with parliamentary committees, preparation of study on international practice and standards	May 7, 2020	19,701 GEL (approx. \$6,150)
<b>Required Deliverables:</b>			
Monthly progress report describing completed and ongoing activities in April. Report will include as attachments:			
<ul style="list-style-type: none"> <li>a. Agenda for the workshop with parliamentary committees;</li> <li>b. Signed participants list of the workshop;</li> <li>c. Photos of the workshop;</li> <li>d. Summary of agreements made during the workshop and action plan to implement them;</li> <li>e. Signed contract with consultant with workplan for development of the study;</li> <li>f. Progress report on development of policy recommendations;</li> </ul>			
Vouchers and milestones must be submitted to: <b>Marilyn Vernon, ISC SPO at mvernon@counterpart.org</b>			

*E.K.*

3	Workshop on international practice and standards	June 4, 2020	17,946 GEL (approx. \$5,602)
<b>Required Deliverables:</b>			
Monthly progress report describing completed and ongoing activities in May. Report will include as attachments:			
<ul style="list-style-type: none"> <li>g. Agenda for the workshop on international standards and practice on cybersecurity, legal framework, and institutional arrangements;</li> <li>h. Signed participants list of the workshop;</li> <li>i. Photos of the workshop;</li> <li>j. Summary of recommendations made during the workshop and action plan to implement them;</li> <li>k. Progress report on development of policy recommendations;</li> </ul>			
Vouchers and milestones must be submitted to: <b>Marilyn Vernon, ISC SPO at <a href="mailto:mvernon@counterpart.org">mvernon@counterpart.org</a></b>			
4	Finalized policy recommendations	July 2, 2020	15,007 GEL (approx. \$4,685)
<b>Required Deliverables:</b>			
Monthly progress report describing completed and ongoing activities in June. Report will include as attachments:			
<ul style="list-style-type: none"> <li>l. Finalized version of IDFI recommendations for policy reform;</li> <li>m. Input and recommendations from third-party actor (either Center for Democracy and Technology or Open Rights Group)</li> <li>n. Action plan for utilization of IDFI recommendations;</li> </ul>			
Vouchers and milestones must be submitted to: <b>Marilyn Vernon, ISC SPO at <a href="mailto:mvernon@counterpart.org">mvernon@counterpart.org</a></b>			
5	Workshop with Decision-Makers	July 30, 2020	23,490 GEL (approx. \$7,533)
<b>Required Deliverables:</b>			
Monthly progress report describing completed and ongoing activities in July. Report will include as attachments:			
<ul style="list-style-type: none"> <li>o. Agenda for the workshop with government representatives and other decision-makers;</li> <li>p. Signed participants list of the workshop;</li> <li>q. Photos of the workshop;</li> <li>r. Summary of agreements made during the workshop and action plan to implement them;</li> </ul>			
Vouchers and milestones must be submitted to: <b>Marilyn Vernon, ISC SPO at <a href="mailto:mvernon@counterpart.org">mvernon@counterpart.org</a></b>			
5	Final Conference	August 14, 2020	23,482 GEL (approx. \$7,538)
Final program report, detailing the activities completed in August as well as results achieved by the program. Final report will utilize template provided by Counterpart. In addition to that report, the grantee will submit:			
<ul style="list-style-type: none"> <li>a. Agenda for final conference;</li> <li>b. Signed participants list conference</li> <li>c. Photos of conference;</li> <li>d. Summary of reception of IDFI recommendations and next steps for their adoption;</li> </ul>			
Vouchers and milestones must be submitted to: <b>Marilyn Vernon, ISC SPO at <a href="mailto:mvernon@counterpart.org">mvernon@counterpart.org</a></b>			
<b>Total: 110,695 GEL (approx. \$34,964)</b>			

*\*The deliverable due dates are targets and remain flexible to allow for any schedule adjustments. The due dates may be adjusted in writing outside of this agreement by Marilyn Vernon, ISC SPO, [mvernon@counterpart.org](mailto:mvernon@counterpart.org)*

*\*\*All payments will be transferred from USD based on the prevailing rate on the date of transfer.*

### III. Payment Provision

*B.K.*

Payment will be made to the Grantee upon submission of a properly prepared voucher with certification that the Milestone being billed has been completed and provide any other documentation specified with each milestone. The Voucher shall be submitted to the Counterpart Point of Contact listed on the first page of the award. The Grantee must use Attachment 2 "Voucher/Invoice" when submitting a request for payment of a milestone.

Payment shall be made to the Grantee no later than 30 days from the receipt of the voucher and the verification by Counterpart of milestone completion. Counterpart reserves the right to withhold payment subject to milestone completion and verification.

**Certificate of Completion:** On Submission of the final Milestone, Grantee must also sign and submit the Certificate of Completion (see Attachment 3).

#### **IV. Audit and Access to Records**

Grantee will maintain records of transactions related to the Agreement during the lifetime of the Agreement. Grantee agrees to allow Counterpart unrestricted access to any books, documents, papers and records related to the Agreement if concerns of implementation irregularities arise.

#### **V. Equipment**

Unless otherwise provided in the Schedule, title to any equipment or personal property purchased to accomplish any milestones under this Agreement vests in the Recipient upon acquisition, with the condition that the Grantee must use the equipment or property for the grant as long as it is needed.

#### **VI. Monitoring: Rights of Visitation and Inspection**

Counterpart or its representatives will conduct monitoring including site visits as appropriate. Site visits occur as needed and do not take place on a set schedule. The grantee must facilitate site visits at any time during implementation. Grantee is responsible for notifying Counterpart if significant problems occur during the implementation of the activity.

#### **VII. Disputes**

Any dispute under this award will be decided by Counterpart. Notwithstanding any other terms of this agreement, Grantee and contractors have no right to submit claims directly to Counterpart and Counterpart assumes no liability for any third-party claims against the Grantee.

#### **VIII. Termination and Enforcement**

Counterpart may terminate or suspend this grant at any time, in whole or in part, upon 30-day written notice to the Grantee. Counterpart may also terminate the agreement at any time without 30-day notice for the following reasons: a) Termination of the Prime Award; b) Grantee fails, refuses or is unable to perform the work or to make satisfactory progress within the time specified; c) For Convenience: 1. In the event USAID stops, delays, or transfers the services of or funding to Counterpart for any reason as Counterpart serves at the convenience of USAID in executing this Agreement; 2. For gross violation of regulations such as Human Trafficking, Child Safeguarding, Drug Trafficking, on Suspension or debarment, evidence of Fraud or Misconduct, Force Majeure, etc.

If Counterpart terminates this award, the Grantee may submit a claim within 90 calendar days of such termination for any costs incurred in performance of any unpaid or incomplete milestones. Counterpart must determine the amount(s) to be paid to the Grantee under such claim in accordance with the legally applicable Cost Principles.

## IX. **Governing Law**

This Agreement shall be governed by the laws of the Commonwealth of Virginia and the United States, without regard to the conflict of laws provisions thereof.

## X. **Liability**

The Grantee agrees that under no circumstances will it hold Counterpart or USAID liable for any third-party claims for damages arising from the implementation of any activity funded under this Agreement. The Grantee assumes full responsibility for compliance with the laws and regulations of Georgia.

## XI. **Indemnification**

Both parties shall hold the other party and USAID harmless against losses or damages including those stemming from injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, which may be suffered by the party, its personnel, consultants, employees and agents or any third party, where such loss or damage is the result of an action, omission, negligence, breach of contract, or violation of law or regulation (including the violation of any intellectual property right) by the other party, its personnel or agents.

## XII. **Independent Status**

The relationship of the Grantee to Counterpart is that of an independent entity and nothing herein shall be construed as creating any other relationship. As such, the Grantee shall comply with all laws and assume all risks incident to its status as an independent entity. This includes, but is not limited to, responsibility for all applicable income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for the Grantee's protection in connection with work performed under this grant. Neither the Grantee nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be agent, representative, or employee of Counterpart.

## XIII. **Notices**

Notices shall be in writing and delivered by post, fax, or email to the person identified on the cover of this agreement.

Modification of this agreement must be in writing. Modifications that incrementally obligate the agreement, give any required approval, or allow a one-time only three month or less extension, do not need to be signed by the Grantee. Any other modification of the award must be signed by both parties.

Any change(s) in key personnel, listed in Attachment 1 Program Description, including the principal investigator or project leader/coordinator, or to the scope of effort must receive the prior written approval of Counterpart.

## XIV. **Branding and Marking**

All media inquiries must be directed to Counterpart's Chief of Party. All media contact must be initiated by Counterpart, in consultation with its donor. The content of press releases will be approved by Counterpart and if required by its donor prior to distribution.

## XV. **Executive Order on Terrorism Financing**

The Grantee is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism that appear on the Specially Designated Nationals and Blocker Persons List maintained by the U.S. Treasury (<http://sdnsearch.ofac.treas.gov/>) or the United Nations Security designation list ([http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shrml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shrml)). It is the responsibility of the Grantee to ensure compliance with these Executive Orders and laws. This provision must be included in all sub-contracts issued under this agreement.

#### **XVI. Ownership of Intellectual Property**

Grantee is free to copyright any books, publications, or other materials developed during or under this project. However, Counterpart and its donor will have nonexclusive and irrevocable right to reproduce, publish, or otherwise use the results of Grantee's intellectual activity free-of-charge and allow third parties to use the results of Grantee's activity. Grantee will provide Counterpart with copies of all published works and audio and video materials developed under the project.

#### **XVII. Suspension and Debarment Certification**

The Grantee certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

#### **XVIII. English Language**

English is the controlling language of this agreement. If this agreement or any of its supporting documents or deliverable is translated into another language, the English language version is the controlling version.

#### **XIX. Sub-Awards**

Grantee is prohibited from issuing sub-awards under this agreement.

#### **XX. Incorporated by Reference**

Grantee is required to read and comply with the following regulations as applicable to this grant. A full text can be located at the website identified below. Grantee questions about these provisions should be directed to the Point of Contact identified on the cover page.

Wherever "USAID" is used, substitute "Counterpart" therein; where "Agreement Officer (AO)" is used substitute Counterpart Grants Manager therefore.

US Agency for International Development Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations. (*Refer to Attachment 4 for complete listing of provisions*)

<https://www.usaid.gov/sites/default/files/documents/1868/303mat.pdf>

#### **XXI. Acceptance of Privacy Policy Terms and Conditions**

By entering into this Agreement, Grantee consents to Counterpart's privacy policy terms and conditions (<https://www.counterpart.org/terms-and-conditions/>), and provides Counterpart International permission to process the Grantee's personal data specifically for the performance of, and purposes identified in, this Grant, and in compliance with Counterpart's legal obligations under applicable United States and European Union laws, data protection and regulations and any other applicable legal requirements. Grantee may withdraw their consent at any time by contacting [privacy@counterpart.org](mailto:privacy@counterpart.org). If Grantee consent is withdrawn, Counterpart may terminate this grant agreement.

## **Attachment 1 Program Description**

### **1. Statement of Purpose:**

The project aims to ensure and strengthen safeguards and digital freedoms on the legislative level in Georgia. As legislative changes are expected in the sphere of information security, it is important to elaborate a proper model which balances digital freedoms and information security obligations for particular institutions. To facilitate this process, the project has several objectives:

- Find an accurate balance between digital freedoms and security;
- Identify major challenges and problems relevant for Georgia in this regard;
- Consider international practice and international standards in this regard;
- Propose and promote/advocate alternative version of information security system/legal framework proposed by the government.

To this end, meetings and workshops will be held with all relevant decision makers and representatives of different public institutions responsible for information security policy design, adoption, implementation and monitoring. To attain public support, project will be open for cooperation with and engagement of local stakeholders (representatives of civil society organizations, private sector, academia, tech community and experts in the field), international community and media while conducting particular project activities.

### **2. Background:**

The Institute for Development of Freedom of Information (IDFI) is a Georgia-based non-governmental organization that aims to support the development of an informed and empowered society for democratic governance. Since its establishment in 2009, IDFI has worked to access quality information, develop rigorous analysis and use innovative tools in order to improve governance, advance the rule of law, reduce corruption, promote informed civic participation, expand accountability, spark innovation, and encourage inclusive growth.

### **3. Program Goals and Objectives:**

The Major goal is to ensure and strengthen safeguards and digital freedoms on the legislative level in Georgia. To this end, the project has the following objectives:

- Find an accurate balance between digital freedoms and security;
- Identify major challenges and problems relevant for Georgia in this regard;
- Consider international practice and international standards in this regard;
- Propose and promote/advocate alternative version of information security system/legal framework proposed by the government.

In order to achieve these objectives, IDFI will elaborate policy recommendations, reflecting local context and considering international best practices. Also, IDFI's engagement in exiting coalitions and contacts/cooperation with experts and specialists in the field, enables IDFI to consider public concerns and positions on the topic in this process.

In order to ensure that elaborated policy recommendations are considered by the government/parliament, IDFI will hold face-to-face meetings, consultations and workshops with the participation of all relevant decision-makers in the sphere of information security. In order to gain public support for the elaborated policy changes, IDFI will effectively cooperate with local stakeholders (representatives of civil society organizations, private sector, academia, tech community and experts in the field) and media.

### **4. Activities and Timeline:**

1) Participation in discussion of the amendments in parliamentary committees – in order follow up the amendments and provide our opinion to the members of the parliament, IDFI representatives will be actively engaged in parliamentary committee discussion on the bill. Apart from participation, IDFI will communicate its position regarding the initiated amendments to members of the parliament and voice accumulated



concerns regarding the draft amendments. Also, IDFI will inform public how the committee discussions are going. No event costs are needed for this activity, as the project team will attend the committee hearings and write down notes from the committee discussions and if needed, voice their positions regarding the proposed legislative changes.

2) Study of international practice/standards on cybersecurity environment, legal framework and institutional arrangement – in order to base policy recommendations on international standards and consider existing tendencies, IDFI will study international practices. In this process, IDFI will establish partnership and reach out international organizations advocating digital freedoms. For example, IDFI will consult with representatives either of Center for Democracy and Technology, or Open Rights Group to share their approach and expertise in protecting internet freedoms. Later on, one of their experts will have the opportunity to comment on elaborated policy recommendations, attend final conference of the project and meet with Georgian decision-makers from relevant public institutions to share international standards and practices in this direction. A consultant will be engaged in elaborating the study together with project team. Also, during the workshop with decision-makers major conclusions and lessons learned from the study will be communicated with them.

3) Working on policy recommendations – At the same time, IDFI will work on policy recommendations which will help the Georgian society to elaborate major principles and model of information security system, which will ensure that digital freedoms are protected and the information security at the state level is effective. Once elaborated, policy recommendations/legislative proposals will be shared with distinguished expert either from Center for Democracy and Technology or Open Rights Group for his/her comment and feedback. The comments will be considered in the final version of the policy recommendations/legislative proposal.

4) Meeting and workshop with decision-makers and representatives of all relevant public institutions responsible for information security in the country – In order to obtain support for our policy recommendations, throughout the project, IDFI will organize one (1) workshop with all relevant public institutions engaged in and/or affected by information security ecosystem, as well as with decision-makers and Members of the Parliament. Participants of this meeting will be but not limited to the representatives of the following institutions: Parliament, Government Administration of Georgia, Ministry of Justice, Data Exchange Agency, National Bank of Georgia, Georgian National Communications Commission, Ministry of Internal Affairs, Security Services, State Audit Office, etc. Apart from government representatives, representatives of private sector, internet service providers, non-governmental organizations, tech community, information security experts and other individuals interested in the topic will attend some of these meetings. Their engagement will enrich dialogue and foster public discussion on the issue.

5) Final conference – Elaborated policy recommendations/legislative proposal will be once again presented during the final conference. The event will gather major local stakeholders: representatives of government, business, civil society, academia, media, donor community and other relevant stakeholders. Also, international expert either from Center for Democracy and Technology or Open Rights Group will be invited to share their expertise and contemporary tendencies on the issue during the conference. The elaborated policy recommendations/legislative proposal will be based on international best practices and local context. They will aim to find an accurate balance between cyber security and digital freedoms of the country.

The policy recommendations will be submitted to the Parliament and decision-makers. IDFI will also organize separate meetings of invited expert with decision-makers and government representatives.

6) Cooperation with media - In order to ensure effective media coverage of the issue and project activities, IDFI will cooperate with major TV channels and online media. Apart from media reports on project activities, IDFI will ensure that legislative proposals and their implications are discussed in major talk shows/news agencies. Due to IDFI's well-established relationship with media organizations, it will be easy for IDFI's Communication's Manager to attract attention towards our project activities, especially when the issue of information security is very sensitive for media organizations themselves. As IDFI's Communication Manager supports all major projects and activities of IDFI, and is not only engaged in particular projects, no additional costs are needed for her contribution to the project. Also, requested expenses for Facebook advertisement will help the communication manager to ensure proper media coverage of the issue/project.

**5. Expected Outcomes:**

- Effective information security system model balancing digital freedoms and cybersecurity will be elaborated for Georgia;
- Georgian civil society will have the opportunity to advocate proper model for information security system;
- The awareness of Georgian decision-makers how to balance digital freedoms and information security issues will be increased;
- Established international contacts and shared best practices in the sphere of information security will increase capacities and expertise of Georgian stakeholders defending digital rights in Georgia;

**Final outcome:** Elaborated policy recommendations/legislative proposal will find an accurate balance between emerging security threats and internet freedoms in Georgia.

**6. Project Oversight:**

The grant shall be deemed complete once the final report and voucher is reviewed and approved by the ISC SPO Marilyn Vernon, upon which the sub grantee shall receive the final payment.

**7. Closeout:**

The grant shall be deemed complete once the final report is reviewed and approved by the ISC SPO Marilyn Vernon, upon which the sub grantee shall receive the final payment. The grantee shall participate in a post project conference call interview and questionnaire with Counterpart International's Program, Quality, and Learning (PQL) division regarding project highlights, lessons learned, challenges, etc., within 90 days of the project closure.

## Attachment 2 Voucher/Invoice

Grant Number	
Grantee	
Period of Performance	
Amount Requested	
Milestone Payment Number	
Required documentation per the Milestone Schedule attached	

Milestone No.	Milestone Description	Amount in Local Currency

Summarize progress for achievement of this milestone

Total Budget	
Previously Paid Milestones	
Payment Requested Now	
Remaining Balance	

The undersigned hereby certifies:	
IDFI certifies that it has reached the milestone/deliverable listed above as required under this Agreement. Furthermore, Grantee also certifies that the Voucher has been prepared in accordance with the terms of this Agreement and to the best of their knowledge and belief is correct.	
Grantee Representative	
Title	
Signature	
Date	

<i>For CPI use only:</i>	
Grants Manager: Verified _____	Date: _____
Program Manager: Verified _____	Date: _____

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**Attachment 3  
Certification of Completion**

Institute for Development of Freedom of Information (IDFI), as represented by the individual below, hereby certifies that it has completed and submitted the deliverable(s) outlined in Attachment 1 Program Description, Grantee also certifies that it has complied with all terms and conditions of the Fixed Amount award.

Counterpart hereby acknowledges and accepts receipt of the deliverables and confirms that the deliverable(s) meet with the expectations set forth in Attachment 1 Program Description, and in Article II that the Grantee has fulfilled the terms of the above-referenced Fixed Amount Award.

**Institute for Development of Freedom of Information**

**Counterpart International**

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

*S.K.*

**Attachment 4**  
**Standard Provisions for Fixed Amount Award for**  
**Nongovernmental Organizations**

Counterpart International's agreement with USAID requires that certain Standard Provisions for Nongovernmental Recipients flow down to the Grantee and any lower-tier subawards. The full text of these Standard Provisions is attached and/or available at: <https://www.usaid.gov/sites/default/files/documents/1868/303mat.pdf>.

*In all instances where USAID and/or its personnel are mentioned in the Standard Provisions, Counterpart's name will be substituted. In all instances where "recipient" appears, Grantee's name will be substituted.*

- I. This grant is subject to all **USAID Mandatory Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations**. The complete list is below:

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

- II. **USAID Required as Applicable Standard Provisions (RAAs) for Fixed Amount Awards to Nongovernmental Organizations**. Refer to *Article XX. Incorporated by Reference* of the Award Terms and Conditions to determine applicability of RAA provisions under this Grant Agreement. The complete listing of RAAs is below:

- RAA1. FIXED AMOUNT AWARD ADVANCE PAYMENT AND REFUNDS (JUNE 2012)
- RAA2. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (July 2015)
- RAA3. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (July 2015)
- RAA4. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (JUNE 2012)
- RAA7. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)
- RAA8. PATENT RIGHTS (JUNE 2012)
- RAA13. ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)
- RAA14. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)
- RAA16. CONSCIENCE CLAUSE IMPLEMENTATION (ASSISTANCE) (FEBRUARY 2012)
- RAA18. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (SEPTEMBER 2014)

- RAA19. METRIC SYSTEM OF MEASUREMENT (AUGUST 1992)
- RAA20. ACCESS TO USAID FACILITIES AND USAID's INFORMATION SYSTEMS (AUGUST 2013)
- RAA21. LIMITATION ON SUBAWARDS TO NON-LOCAL ENTITIES (JULY 2014)
- RAA22. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (April 2016)