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MANAGEMENT  
INSTITUTE  
Promoting Rule of Law  
in Georgia (PROLoG)

<b>EWMI Grant Number</b>	G-1720-20-211-3024-20
<b>Type of Grant</b>	Standard Grant Award
<b>Funder</b>	United States Agency for International Development (USAID)
<b>Prime Award Program Name</b>	Promoting Rule of Law in Georgia Activity (PROLoG)
<b>Prime Award Number</b>	AID-114-A-15-00004, awarded in 2015
<b>Prime Award CFDA Number</b>	98.001, USAID Foreign Assistance for Programs Overseas
<b>Subrecipient Project Name</b>	Enhancing Transparency of the Judiciary in Georgia
<b>Grant Start Date</b>	04/24/2020
<b>Grant End Date</b>	01/23/2021
<b>Total Estimated Amount</b>	33,137.00 USD
<b>Total Cost Share</b>	5,812.50 USD
<b>Obligated Amount</b>	33,137.00 USD
<b>Subrecipient Name</b>	Institute for Development of Freedom of Information
<b>Subrecipient Registration Number</b>	204569617
<b>Subrecipient Entity Type</b>	Non-profit organization
<b>Subrecipient Address</b>	20, Shevchenko Street, 0108, Tbilisi, Georgia
<b>Subrecipient Authorized Signatory</b>	Giorgi Kldiashvili
<b>Subrecipient Program Manager</b>	Ketevan Kukava
<b>Subrecipient Financial Manager</b>	David Dolidze
<b>Subrecipient DUNS Number</b>	683527652
<b>EWMI PROLoG Contact Info</b>	Tel: (995 32) 505 404, 5, Marjanishvili Street, 3rd Floor, Tbilisi, Georgia
<b>EWMI PROLoG Head of Financial Operations, Grants and Contracts</b>	Lela Ksovreli
<b>EWMI PROLoG Chief of Party</b>	Giorgi Chkheidze

The Grant is the entire agreement and supersedes all other written or oral agreements. Individuals signing below certify that they have legal authority to enter into binding agreements on behalf of their respective organizations and have completed all formalities and other actions required by their By-Laws and Articles of Incorporation or similar charter documents, and all applicable laws, to authorize execution and performance of the Grant. This agreement consists of this Cover Page, and the following Annexes, all of which together shall constitute an integral part hereof:

- Annex A: Schedule
- Annex B: Project Description
- Annex C: Project Budget
- Annex D: Grant Disbursement Schedule
- Annex E: Grant Technical and Financial Reporting Guidelines
- Annex F: USAID Standard Provisions

<b>EWMI:</b>	
Giorgi Chkheidze, Chief of Party	Digitally signed by Giorgi Chkheidze Date: 2020.04.22 18:42:35 +04'00'
Adrian Hewryk, President	Date: 04/22/2020  Date: April 23, 2020

<b>ACCEPTED AND CERTIFIED: Institute for Development of Freedom of Information</b>	
Signature:	Date:
Name: Giorgi Kldiashvili Title: Executive Director	04/22/2020





## ANNEX A: SCHEDULE

1. **Purpose:** The purpose of the Grant is detailed in Annex B: Project Description. The Subrecipient, (hereinafter also referred to as, "Grantee") agrees to inform EWMI-PROLoG immediately in writing if there are any difficulties or substantial changes to the implementation of the Project.
2. **Ceilings and Funding:** The **Total Estimated Amount** (indicated on the cover page) is the total amount to be provided by EWMI for work to be performed under this Grant. EWMI hereby obligates funds to the Subrecipient up to the **Obligated Amount** (indicated on the cover page). EWMI is not required to reimburse the Subrecipient for any costs in excess of the **Obligated Amount**. Further increments of funds above the **Obligated Amount** up to the **Total Estimated Amount** will be made at EWMI's discretion by amendment, subject in all cases to availability of funds from the funder.
3. **Use of Funds:**
  - A. The Grant funds may only be used to cover costs actually incurred and expended during the Grant Period that are verifiable from the Subrecipient's records and that are allowable, allocable, reasonable, and necessary for the performance of the Project. Under United States tax laws and by the terms of this Grant, all funds paid to the Subrecipient pursuant to this agreement and any income earned thereon (together, the "Grant Funds") must be expended solely for charitable, scientific, literary, or educational purposes as described in Section 170(c) (2) (B) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"). This Grant is made solely for the purposes stated in this agreement, and the Grant Funds may not be expended directly or indirectly for any other purpose without the prior written approval of EWMI-PROLoG.
  - B. Any Grant Funds that are not expended or committed for the purposes of the Grant must be returned to EWMI-PROLoG within three working days after receiving Grant completion letter from EWMI PROLoG.
  - C. The following uses of Grant Funds provided hereunder are prohibited (i) to re-grant the funds to another person or entity; or (ii) to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive.
  - D. The following uses of Grant Funds provided hereunder are prohibited unless the Subrecipient receives prior written approval from EWMI-PROLoG: (i) to attempt to influence legislation; (ii) for international travel; (iii) to procure equipment (including vehicles and furniture) not identified in the attached approved Project Budget (Annex B).
  - E. The organization must follow the procurement guidelines included in the Annex to the grant agreement
  - F. If the Subrecipient fails to use the Funds for the stated purpose or if the Subrecipient violates or is reasonably likely to violate the conditions of this agreement, EWMI-PROLoG reserves the right to take any remedial action(s) provided for in the Grant or otherwise permitted in accordance with applicable law. All rights reserved by the preceding sentence are cumulative, and may be exercised singly or in any combination as deemed appropriate by EWMI-PROLoG.
4. **Budget:** The detailed budget for the Project, which outlines both EWMI-PROLoG and the Subrecipient's contributions, is attached as Annex C. Any increase or decrease in a budget line item exceeding 10% of the grant budget line item requires prior written approval from EWMI-PROLoG.
5. **Disbursements:**
  - A. Disbursement of the Grant funds will be effected in accordance with the Tentative Disbursement Schedule (see Annex D1), once the countersigned original of this Grant agreement has been received. The Subrecipient must provide to EWMI-PROLoG the bank information.
  - B. All payments will be made by wire transfer in GEL to Subrecipient at the Bank Account to be provided by the Subrecipient. Payment will be based on the commercial exchange rate prevailing on the payment date at the commercial bank used by EWMI- PROLoG to make the wire transfer to the Subrecipient. Any fees charged by the Subrecipient's Bank for incoming wire transfers will not be reimbursed by EWMI-PROLoG.
  - C. On a case-by-case basis, EWMI-PROLoG, at its sole discretion, may link funds disbursement to a set of deliverables by the Subrecipient. If applicable, these deliverables are listed at the end of the Project Description in Annex B. These may be modified from time-to-time in consultation with the Subrecipient.
  - D. Subsequent to the initial disbursement, Subrecipient will be paid quarterly in advance of expenditure based on a Subrecipient Financial Projection (See Annex D2). All payments shall also be subject to [i] the availability of funds from USAID for the purpose, [ii] applicable grant



limitations and ceilings. [iii] EWMI review of the prior quarter period financial reports. EWMI will strive to timely disburse the funds requested, however, Subrecipient should budget for the likely lag in time between the submission and acceptance of the quarterly financial reports by EWMI. EWMI reserves the right to not approve the full amount projected by the subrecipient in any given quarter.

- E. The Subrecipient will, during the period in which any Grant Funds remain unexpended, continuously keep the Grant Funds in a separate bank account exclusively for the purposes of this Grant, or maintain a fund accounting system sufficient to ensure financial integrity of the Grant. Interest earned on Grant Funds will be refunded to EWMI-PROLoG.
- F. The Subrecipient will charge expenditures made in furtherance of the Grant purposes against the Grant, maintain all receipts and records of expenditures attributable to this Grant, and keep records adequate to enable the use of Grant Funds to be checked readily.

**6. Narrative and Financial Reporting:**

- A. The Subrecipient will submit an electronic and a hard copy of the interim and final narrative and financial reports to: Anna Jobava, Civil Society and Grants Advisor, at [ajobava@ewmi.org](mailto:ajobava@ewmi.org) and Lela Ksovreli, Head of Financial Operations, Grants and Contracts, at [lksovreli@ewmi.org](mailto:lksovreli@ewmi.org) respectively.
  - B. Interim Narrative and Financial Reports are due within 10 days after the end of each quarter and each month respectively, from project start date or as noted in the approved Project Description (Annex B). Final Performance and Financial Reports are due within 15 days of the end of the Grant Period, as defined above. Format for the narrative and financial reports can be found in Annex E of this Agreement.
  - C. The register and financial reports to be submitted monthly by the organization must be reviewed and signed by the Chairman as well as these are prepared by the FM. Disbursements under the grant will only be upon review and approval of these reports by PROLOG.
  - D. The organization must submit all the required detailed supporting documentation (the type of supporting documentation expected for each budget category is included in the Annex to the grant agreement) with each monthly register and financial report for review by PROLOG.
  - E. The Subrecipient agrees to keep these records along with copies of reports submitted to EWMI-PROLoG for at least six (6) years from the date of submission of the final expenditure report, and make these records available to EWMI-PROLoG, USAID and/or its designees at reasonable times.
  - F. Upon request, the Subrecipient agrees to provide any other reports or information, which EWMI-PROLoG believes necessary to keep it fully apprised of the status or use of the Grant Funds. The Subrecipient shall also allow EWMI-PROLoG or USAID staff and representatives to conduct evaluations, audits or other assessments of the Project, which may involve visits to observe, review and discuss the Subrecipient's operations, financial records, and other materials connected to the Project. The Subrecipient shall cooperate fully with all efforts and provide assistance and input as may be reasonably requested by the evaluator(s).
7. **Cost-Sharing:** During the Grant Period, the Subrecipient shall secure cost share in accordance with the Project Budget in Annex B. Contributions must qualify as Subrecipient Cost-Share, as described in Detailed Financial Reporting Guidelines in Annex E. The Subrecipient shall record and report the cost-share contributions as required by Annex E and the sample financial reports. The Subrecipient must inform EWMI-PROLoG promptly if it fails, or expects to fail, to fulfill its required Cost-Share. This applies for the grant period as a whole or for specific funding periods. Any adjustment to Subrecipient's required Cost-Share is subject to EWMI-PROLoG's sole discretion. If Subrecipient fails to fulfill its required Cost-Share, EWMI-PROLoG reserves the right to reduce the Grant, or require Subrecipient to refund a corresponding amount of the Grant.

**8. Title to Property:**

- A. All property or equipment furnished by EWMI-PROLoG pursuant to this Grant or purchased with Grant Funds must be used to support the activities specified in the Grant.
- B. Title to such property or equipment vests with the Subrecipient on the condition that the Subrecipient does not encumber such property or use it for any other purpose without the express written consent of EWMI-PROLoG.
- C. The Subrecipient is required to maintain property records and to provide EWMI-PROLoG with an inventory of any property or equipment purchased with Grant Funds hereunder until final property title is transferred to Subrecipient. Annex E4 may be used by the Subrecipient to record property acquired under the Grant.
- D. Upon project completion, the Subrecipient shall submit the property or equipment list, request prior approval on final disposition of property or equipment, and subsequently dispose of it as



instructed by EWMI-PROLoG in writing. Should the Subrecipient be approved to retain the property or equipment purchased under the Grant, the property or equipment shall be used to further program objectives

**9. Debarment and Suspension:**

- A. The Subrecipient must not transact or conduct business under this award with any individual or entity that has an active exclusion on the System for Award Management (SAM) ([www.sam.gov](http://www.sam.gov)) unless prior approval is received from the EWMI-PROLoG and the Funder. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the Subrecipient has any questions about listings in the system, these must be directed to the EWMI-PROLoG contact person listed on the cover page.
- B. The Subrecipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780. EWMI-PROLoG and Funder may disallow costs, annul or terminate the transaction, debar or suspend the recipient, or take other remedies as appropriate, if the Subrecipient violates this provision. Although doing so is not automatic, EWMI-PROLoG may terminate this award if a Subrecipient or any of its principals meet any of the conditions listed in paragraph C. below. If such a situation arises, EWMI-PROLoG will consider the totality of circumstances including the Subrecipient's response to the situation and any additional information submitted when EWMI-PROLoG determines its response.
- C. The Subrecipient must notify EWMI-PROLoG immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award are presently excluded or disqualified from doing business with any U.S. Government entity
- D. Principal means—
  - (1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
  - (2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—
    - (i) Is in a position to handle Federal funds;
    - (ii) Is in a position to influence or control the use of those funds; or,
    - (iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

**10. Preventing Terrorist Financing:**

- A. The Subrecipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: [http://www.un.org/sc/committees/1267/qa\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/qa_sanctions_list.shtml))

**11. Anti-Corruption:**

- A. The Subrecipient represents and warrants that it, its affiliates, directors and employees: (i) have not and will not engage in the bribery of local or foreign officials in connection with any matter; and (ii) maintain and enforce a policy that prohibits bribery of local or foreign officials.
- B. Subrecipient shall ensure that its personnel avoid any corrupt practice including the offering, giving, receiving or soliciting of anything of value to influence the act of any public official or any officer or employee of EWMI-PROLoG. Subrecipient shall also ensure that its personnel avoid fraudulent practice including but not limited to misrepresentation of facts or misleading statements in order to influence a financial or procurement action, Grant execution or administration, or any accounting reports or financial statements, to the actual or potential detriment of EWMI-PROLoG or USAID.

- 12. Anti-Trafficking:** EWMI-PROLoG may terminate this Grant immediately if the Subrecipient, or any employee or agent of the Subrecipient (i) engages in severe forms of trafficking in persons; (ii) procures a commercial sex act; (iii) uses forced labor in the performance of the Project, (iv) or promotes, supports, or advocates the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed



to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

13. **Anti-Discrimination:** EWMI-PROLoG is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and USAID policy, EWMI-PROLoG prohibits discrimination, including harassment, in its own workplace, on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. Further, EWMI-PROLoG strongly encourages all its Subrecipients and vendors (at all tiers), to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases, subject to applicable law. The Subrecipient agrees to promote the principles of non-discrimination on these expanded bases in the implementation of its programs.
14. **Corrective Action and Fraud Awareness Reporting:** If an issue should arise concerning compliance with any Article of the Subaward relating to ethics and integrity, or Subrecipient becomes aware of any instances of fraud, waste, abuse, conflict of interest concerning its staff, consultants, vendors or lower tier recipients on this project, Subrecipient must immediately notify EWMI in writing with a description of the issue, the pertinent facts as known on the date of the notice, conclusions reached by Subrecipient as of that date, and corrective actions proposed. Notification can be sent through a letter addressed to the authorized signatory on the Cover Page or can be sent directly via email to [compliance@ewmi.org](mailto:compliance@ewmi.org). Failure to respond aggressively and appropriately to such issues may be treated by EWMI as a material breach of the Subaward; Subrecipient shall reimburse EWMI for any costs, delays, losses, damages or other liabilities (including reasonable costs and fees of attorneys and expert consultants) incurred by EWMI as a result of any occurrence raising the aforesaid issues.

15. **USAID-Related Provisions**

- A. **Donor Identification:** The Subrecipient is obligated to include the logos and/or name of EWMI-PROLoG and the U.S. Agency for International Development (similarly located and of similar size and appearance as all others) in all Project-related printed materials, including brochures, leaflets, posters, appearing either at the top or at the bottom of the front cover, or if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. The Subrecipient should submit draft publications for EWMI-PROLoG's review to ensure that the material is properly branded. Please send publication material to Anna Jobava, Civil Society and Grant Advisor at [ajobava@ewmi.org](mailto:ajobava@ewmi.org)
- B. **Donor Required Language:** Any "public communications" as defined in 2 CFR 700.1, funded by USAID, in which the content has not been approved by USAID, must contain the following disclaimer:  
"This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of the Subrecipient and do not necessarily reflect the views of USAID or the United States Government."
- C. **Publication Copies:** The Subrecipient shall provide EWMI-PROLoG with at least a hard copy (where applicable) and one electronic copy of all published works and/or other written work developed under the Grant. In summary, each publication should include the following information: 1) descriptive title; 2) author(s) name; 3) date of publication; 4) USAID and EWMI logos; 5) software name and version if electronic document is sent; and 6) the disclaimer as per Donor Required Language paragraph above.
- D. **Copyright Use:** The Subrecipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this Grant, but both EWMI-PROLoG and USAID reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for their own purposes.
- E. **Participant Training:** Grant-funded training must comply with ADS 253 and other applicable USAID policies and procedures. With respect to each training activity, Subrecipient shall consult with EWMI-PROLoG as soon as possible after the Effective Date, and in any event before the training is conducted, to establish any procedures that may be required in order to implement USAID requirements in this regard. For in-country training that is two consecutive days or more in duration, or 16 contact hours or more scheduled intermittently, the Subrecipient shall notify EWMI-PROLoG and submit specific reporting requirements.
- F. **People with Disabilities:** In implementing the Project, the Subrecipient shall demonstrate a comprehensive, consistent approach to including men, women and children with disabilities, and shall not discriminate against such individuals.



- G. Gender: USAID policy requires that gender issues must be addressed as appropriate. Activity planning shall include consideration of gender, and the Subrecipient shall look for gender implications or opportunities in implementing the Project, seeking to address embedded gender issues and promote gender equity as appropriate. Gender indicators should be defined and tracked; gender sensitive criteria should be developed for training; and the need for increased gender balance in areas such as advocacy and training should be consciously addressed. Including gender means assessing how the problems of men and women may be different; how the impact of activities may differently affect men and women; and how men and women may contribute to results in different ways. To the greatest extent possible, the Subrecipient shall seek to include both men and women in all aspects of the Grant, including participation and leadership [e.g., meetings and training.]. Under-represented women should be included in both training and technical assistance activities, ensuring gender-equitable participation.
- H. Applicable Rules and Regulations: The Subrecipient acknowledges and agrees that this Grant is subject to all applicable U.S. government rules and regulations, including without limitation: (1) 2 CFR 200 Subpart E, Cost Principles; (2) USAID Regulation 28 (22 CFR Part 228), Rules for Procurement of Commodities and Services Financed by USAID; (3) the USAID Inspector General's Guidelines for Financial Audits Contracted by Foreign Subrecipients and pertinent provisions of Automated Directives System ("ADS") Chapter 591, Financial Audits of USAID Contractors, Subrecipients and Host Government Subrecipients, (4) Standard Provisions for Non-U.S., Non-governmental Subrecipients listed in Annex F all other USAID rules referred to in any of the foregoing (including, without limitation, all provisions of the ADS and associated References and Interim Updates); provided, however, that, except to the extent that the context clearly requires otherwise, all references to USAID shall be deemed to be replaced with EWMI-PROLoG. Copies of the above may be obtained through the Internet, at OMB and USAID Web sites, as part of the ADS-CD series, or upon request from EWMI-PROLoG. Upon request, EWMI-PROLoG will assist the Subrecipient in obtaining copies of these documents.
- I. Annual Audit: If the Subrecipient expends \$300,000 or more in USAID awards in its fiscal year, it must have an annual audit conducted for that year in accordance with "Guidelines for Financial Audits Contracted by Foreign Subrecipients." If this is not the case in any particular year, the Subrecipient shall notify EWMI-PROLoG promptly in writing, and EWMI-PROLoG may require a limited-scope audit at any time at its sole discretion. In either case, the Subrecipient shall forward a copy of the audit report to EWMI-PROLoG within one month of completion. "USAID awards" means, in addition to the Grant, other USAID grants, cooperative agreements, and subawards and cost-reimbursable procurement contracts under USAID grants and cooperative agreements.
- J. Lobbying Certification: By signing this Grant, the Subrecipient hereby certifies that, to the best of its knowledge and belief, that no U.S. federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any U.S. agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any U.S. Federal contract, the making of any U.S. Federal grant, the making of any U.S. Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
- K. Flow-Down Provisions: The Subrecipient agrees and acknowledges that, to the extent that it uses consultants or contractors to work on the Project using Grant Funds (each, an "Agent") the Subrecipient shall enter into an agreement with such Agent that includes the provisions contained herein under "Use of Funds", "Anti-Corruption", Preventing Terrorist Financing", "Debarment and Suspension", "Anti-Trafficking", and "VAT and Customs Taxes and Reporting". All applicable standard provisions flowed down to the Subrecipient are listed in Annex F.
- L. VAT and Customs Taxes and Reporting: The Subrecipient agrees to take all reasonable steps to secure all available direct or indirect exemptions, reductions, remissions, and/or rebates regarding any VAT or customs duties to which it might be subject under the Grant. In addition, to the extent feasible, before paying and charging to the Grant any VAT or customs duties, the Subrecipient shall notify EWMI-PROLoG in writing, and shall engage in such consultations with EWMI-PROLoG as EWMI-PROLoG may request. On each quarterly financial report (Annex E3), the Subrecipient should indicate whether or not they have paid any VAT/Custom Duty for that quarter. If the Subrecipient has paid VAT/Custom Duty, the Subrecipient must submit a report on the amount assessed by the Government of Georgia on commodity purchase transactions valued at \$500 or more. This report, to be submitted with the quarterly financial report, should include date of invoice, amount of invoice, amount of VAT or customs duty paid, claims submitted, and if any reimbursements were received during that reporting period. For the purposes of this Section,



“Commodity” means any material, article, supply, goods, or equipment, and “foreign taxes” means value-added taxes (VAT) and custom duties assessed by a foreign government on a commodity financed with U.S. assistance. It does not include foreign sales taxes. A sample VAT report form may be obtained by the Subrecipient from EWMI-PROLoG.

**16. Other Terms and Conditions:**

- A. Release: The Subrecipient acknowledges that neither USAID nor EWMI-PROLoG assumes any liability for third party claims for damages or otherwise arising out of or relating to the Grant or Subrecipient's performance of Project. The Subrecipient releases EWMI-PROLoG and USAID from and against any claim or liability at law or in equity arising out of or relating to the Grant and implementation of the Project. EWMI-PROLoG is not responsible for any employment or contractual relationship with Subrecipient staff whether employees or independent contractors, nor assumes any tax or contractual responsibilities for activities that are developed or implemented by the Subrecipient.
- B. Disputes: Any dispute arising out of, relating to, or resulting from this Grant and the Project that cannot be resolved by amicable consultation between the parties shall be finally resolved by binding arbitration, at the New York City offices of the American Arbitration Association (“AAA”) pursuant to the AAA's Rules of Commercial Arbitration or such other place as the Parties may subsequently agree upon in writing. A single arbitrator will be mutually selected by EWMI-PROLoG and the Subrecipient, and the parties will share equally in all arbitration costs, except that each party will be responsible for its own attorney's fees. The arbitrator will have no power to add to, subtract from or otherwise modify this agreement, and may not award attorney's fees as an element of damages.
- C. Suspension: The Agreement may be suspended in whole or in part, at any time, or from time to time: (i) by mutual agreement, (ii) by EWMI-PROLoG decision in response to Funder termination, suspension, other limitation of EWMI-PROLoG funding, or a change in implementation; or (iii) for Subrecipient default or substantial noncompliance with the requirements of the Agreement. In each case, written notice will be issued stating the effective date of the action and what funds, if any will be available to support expenditure after such date.
- D. Termination:
- EWMI-PROLoG may unilaterally terminate this Agreement, at any time, in whole or in part, for any of the following reasons: (i) material noncompliance by Subrecipient, (ii) Subrecipient's financial insolvency, bankruptcy, assignment in favor of creditor, or similar or comparable status (iii) Funder termination or non-funding of all or part of the EWMI Prime Award with the Funder (iv) EWMI-PROLoG may unilaterally terminate the Agreement for convenience.
  - Both EWMI-PROLoG and Subrecipient may terminate the Agreement at any time, in whole or in part, upon such terms and conditions as may be agreed between EWMI-PROLoG and Subrecipient. Termination by the Subrecipient shall be prospective only, and shall not affect the requirement to fulfill all then-existing obligations under the Grant.
  - Termination shall be effected by written notice to the terminated Party, which notice shall identify the basis for termination, the reason(s) thereof, the effective date of the action, a statement identifying which part (or all) of the remainder of the Grant Period or the Subrecipient program activities is terminated, and procedures and standards, as appropriate, for phasedown costs and submission of final invoices.
  - Unless otherwise stated in the termination notice, or as otherwise approved on a case by case basis, EWMI-PROLoG shall not be obligated to reimburse Subrecipient for any expenses incurred after the termination effective date. Subrecipient shall, effect and expeditious but orderly phasedown of the Subrecipient's program activities and implementation efforts (including and without limitation, subcontracts and lower-tier subawards). Reasonable phasedown costs will be reimbursed. Notwithstanding termination, EWMI-PROLoG's obligation to reimburse termination costs under this Article shall in all respects be subject to Funder funding and, if required, Funder approval.
  - As soon as practicable following termination, EWMI PROLoG will initiate closeout activities.
- E. Compliance with Law: This Grant is subject to and shall in all respects be construed in accordance with the laws in effect in the State of New York in the United States of America, without giving effect to its conflict of law principles.
- F. Governing Language: The governing language of this Grant, the Project, and any communication with regard to either of the foregoing, shall be the English language.