

**OPEN SOCIETY
FOUNDATIONS****George Soros**
Founder**Mark Malloch-Brown**
President

opensocietyfoundations.org

Alexander Soros
Chair**Foundation to Promote
Open Society**224 West 57th Street
New York, NY 10019, USAp. +1 212-548-0600
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January 8, 2024

Ketevan Khutsishvili
Executive Director
Civil Society Foundation
10, Chovelidze str.
Georgia
Tbilisi, T'bilisi 0108
Georgia

Re: Grant Number OR2023-89313

Dear Ketevan Khutsishvili:

The Foundation to Promote Open Society ("FPOS") is pleased to inform you that it has awarded Civil Society Foundation (the "Grantee") a grant in the amount of 3,209,940.00 USD for the period from January 1, 2024 through December 31, 2025 to provide general support.

Upon receipt of a countersigned copy of this agreement, and provided any outstanding reporting requirements resulting from this or previous FPOS grants have been satisfied, and a representative of the Grantee has registered with FPOS's online Foundation Connect system, FPOS will pay the grant as set forth below:

Date	Amount
January 2024	1,925,964.00 USD
January 2025	1,283,976.00 USD

The Grantee has been determined to be the equivalent of an organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and not a private foundation or supporting organization as defined in Section 509 of the Code. By signing this agreement, the Grantee represents and warrants that there have been no changes in the facts contained in your Equivalency Determination Affidavit and agrees to give FPOS immediate written notice should any of these facts change. FPOS is making this grant on the basis of these representations.

In addition, the Grantee agrees:

1. to use these funds solely for religious, charitable, scientific, literary or educational purposes as defined by Section 170(c)(2)(B) of the Code;
2. to maintain adequate financial records consistent with generally accepted accounting practices and to retain such records for at least four years after the conclusion of the grant period;

3. to allow FPOS to conduct site visits to observe, review, and discuss the Grantee's operations; and
4. to allow FPOS, at its discretion, to publish information regarding this grant and the Grantee.
5. to send FPOS audited reports, as follows:

Date	Report Type
January 31, 2025	Audited Report Interim
January 31, 2026	Audited Report Final

No portion of the Grant may be used to intervene in any election on behalf of (or in opposition to) any candidate for public office, to engage in partisan political activity as defined in the Code, or engage in activity in support of or opposition to a state or local ballot measure. The Grantee's failure to comply with any term or condition of this paragraph and the paragraph immediately preceding this paragraph shall constitute a material breach of this grant agreement, and shall entitle FPOS without prejudice to any other remedies that may be available to FPOS at law or equity, to immediately terminate this grant agreement with written notice to the Grantee and require the Grantee to return all funds from the Grant to FPOS.

FPOS hereby grants to the Grantee a revocable, one-time, non-transferable, non-exclusive license to use the Open Society Foundations name and logo trademarks (the "Marks") for the specific purpose of accurately indicating this grant and for no other purpose. The Grantee agrees to use the Marks as depicted in artwork supplied by FPOS and further agrees not to state or imply either directly or indirectly that the Grantee or its activities are supported, endorsed, or sponsored by FPOS other than as stated in this agreement. The Grantee shall notify FPOS of the placement and appearance of the Marks before each use by the Grantee. FPOS shall have the prior right to approve of the placement and appearance of the Marks before each use by the Grantee.

Beyond the rights and obligations specifically stated in this letter, FPOS disclaims any legal right to control or otherwise influence the Grantee's use of any funds provided pursuant to this agreement. Furthermore, it is expressly understood that by making this grant FPOS has no obligation to provide additional funding to the Grantee.

This agreement is the entire agreement between the Grantee and FPOS concerning this grant. Any modification, waiver, or amendment of this agreement must be agreed to in writing by an authorized representative of the Grantee and an authorized representative of FPOS. Notwithstanding the foregoing sentence, if FPOS approves a no-cost extension request of this agreement from the Grantee, FPOS electronic notification of such approval shall serve as an amendment of this agreement. A no-cost extension extends the grant period and/or modifies the reporting or payment schedules with no additional funding. Requests for no-cost extensions and other modifications shall be submitted through FPOS's online Foundation Connect system. The Grantee acknowledges that it is not relying on any representation of FPOS, except as set forth in this agreement, and that no representations FPOS may have made in the past survive.

The Grantee acknowledges and confirms that the Grantee will use the grant funds only in compliance with all applicable laws. In connection with this understanding, the Grantee

acknowledges and confirms that it will not use the funds provided under this agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combatting terrorism or money laundering; (b) involving persons identified on the List of Specially Designated Nationals (SDN) (www.treasury.gov/sdn), or entities owned or controlled by such persons; (c) in, or involving persons or entities operating, organized, or resident in, a country or territory against which the United States maintains comprehensive sanctions (currently, Cuba, Iran, Syria, North Korea, Venezuela, the Crimea Region of Ukraine, and the so-called Donetsk People's Republic (DPR) and Luhansk People's Republic (LPR) regions of Ukraine), including by providing services or support to persons resident in such countries or territories; or (d) that would otherwise violate, or cause FPOS to violate, economic or financial sanctions, export controls, or trade embargoes imposed by the U.S. government. The Grantee agrees to ensure that its obligations hereunder flow down to sub grantees of this grant (if any). Should FPOS determine, in its sole, exclusive and confidential discretion, that the Grantee or any sub grantee of this grant has engaged in, permitted or authorized activities in violation of this section, the Grantee shall return to FPOS in their entirety all monies paid to the Grantee hereunder.

The Grantee (i) understands and acknowledges that FPOS may ask the Grantee to provide signed certifications to FPOS confirming the Grantee's compliance with this representation at any point up to five years after the Grantee receives the final payment under this agreement, and (ii) agrees to provide such certifications upon request.

This agreement is made subject, at all times, to FPOS's compliance with all applicable laws and regulations, which may impact grant processing and payments.


The Open Society Foundations ("OSF") has established the position of Ombudsperson to receive complaints about abuse of authority such as rudeness, invidious favoritism or bias, dishonesty, or other misfeasance by any entity or program within OSF, including by members of Boards or staff. Any such complaint regarding this grant should be addressed to the ombudspersons at ombudsperson@opensocietyfoundations.org. For more information about the role of the ombudspersons, please see the OSF website at www.opensocietyfoundations.org.

The Grantee should direct communications and reports to Melanie Marosi at melanie.marosi@opensocietyfoundations.org. Reports may also be submitted online at <http://www.opensocietyfoundations.org/grants/manage-grants>.

Please sign below and return an executed copy of this letter to Mirela Gegprifti, Grants Management, keeping a copy for your records.

On behalf of FPOS, I extend my best wishes for your organization's success.

Sincerely,
DocuSigned by:



15A62CEA978C403
Catherine E. Livingston
Secretary

Agreed to and accepted on behalf of Civil Society Foundation:

Signed:

DocuSigned by:

Ketevan Khutsishvili

CBF8C48A793948E...

Ketevan Khutsishvili

Executive Director

Date: 12 January 2024

[Cc]

Grantee Data Use Notice

Introduction

The Grantor and the Open Society Foundations¹ (“we”, “us”, “our”) are committed to upholding data protection laws and providing you with transparent information about how we deal with your data.

The Grantor is the Open Society organization you are entering into the grant letter with to which this data use notice (“Notice”) is attached. The identity and contact details of the Grantor are provided in the header of the grant letter.

This Notice provides information about the data we collect and process when you are our grantee, what we do with it, the legal basis for this and the rights that may be available to you under relevant data protection laws.

This notice should be read in conjunction with the [Grant Applicant Data Use Notice](#) provided to you at the time of application. Data collected in the course of your application will be processed in order to award and manage your grant.

If further personal data processing is required in connection with a grant award, further notice will be provided to you at the time of that processing.

More information about our data protection, privacy and security practices is available in our general Privacy Policy accessible [here](#).

Data Controller

In general, the Open Society program managing the grant you are applying for, along with our management and operations functions act as joint controllers for your application, together determining its outcome. The program managing the grant determines whether proposals are aligned with programmatic goals and engages with applicants regarding any clarification or revision needed to reach a funding decision and checks grantee reports align with the approved grant proposal. The management and operations functions undertake review of potential grants for compliance with Open Society business and regulatory requirements and to ensure efficient award administration including arranging payments.

Where your data is shared between Open Society offices, this is on the basis of our legitimate interests and supported by agreements that ensure data is kept secure and confidential, including protections for international transfers of data in compliance with applicable data protection laws.

For further information about the offices involved in managing your grant or if you have any questions or concerns about data processing, you can contact dataprotection@opensocietyfoundations.org.

Data we process and the purpose and legal basis for this

When awarding a grant and throughout the course of our relationship with you as a grantee, we ask you to provide information about:

- Grant letter signatories and other key staff involved in the grant
- Transferring funds under a grant, particularly bank account information

¹ The Open Society Foundations (“Open Society”) have offices located throughout the world. You can learn more about where we are located on our [Offices and Foundations page](#).

- Tax status of the grantee organization or individual
- Narrative and financial reports about progress on funded activities

We process this data in order to award, manage and report on your grant and to manage our grant making and programmatic work, on the basis of fulfilling our grant contract with you.

Management and operations functions of Open Society may also process your application to:

- monitor your compliance with the conditions of the grant awarded
- monitor and evaluate grant making generally
- for research and archiving purposes so that we can identify key trends in connection to our programs and projects.

This processing is undertaken on the basis of complying with legal and regulatory obligations on us, fulfilling our grant contract with you and/or our legitimate interests in monitoring compliance as well as evaluating, understanding and reporting on grant making.

Special category data

As part of the application process or during the term of the grant you may have provided us with information of a more sensitive nature, for example the race, ethnicity, sexual orientation, political or philosophical beliefs or health status of you or members of your organization. Because of its potentially sensitive nature, under data protection laws this information is classed as “special category data” and requires particular treatment.

We usually process this data to monitor and promote diversity in our grant making generally or sometimes where a grantee has voluntarily provided information to help manage the grant and the continuing relationship with our grantee.

As an individual grantee where we process data to monitor and promote diversity we do so on the basis of your consent, which is collected in the grant application process. As an organization grantee or an individual grantee who has shared personal data during the term of the grant, we process this data in the course of our legitimate activities as a non-profit organization with a political and/or philosophical aim. Alternatively, where this information has manifestly been made public by the data subject, we process the data on this basis. More information about this is provided in the Grant Applicant Data Use Notice.

Where you provide us with special category data on the basis of consent, you can withdraw this at any time by contacting us at dataprotection@opensocietyfoundations.org.

Data sharing and subprocessors

Sharing within the Open Society Foundations Network

Your information is shared with the program managing the grant you are awarded and with management and operations functions for the purposes set out above, on the basis of our legitimate interests in carrying out those purposes.

Processors

We work with certain carefully selected third party service providers who perform data processing tasks on the basis of our legitimate interests in administering and managing grants. These third

parties are engaged by us on terms which ensure confidentiality and compliance with data protection laws. A list of the subprocessors we engage is available upon request.

International transfers of data

Where it is necessary to transfer your data to a recipient outside of the European Union (EU) or European Economic Area (EEA) where local laws may provide a lower standard of protection for personal data, we ensure personal data is adequately protected by using international transfer safeguards, for example the Standard Contractual Clauses issued by the European Commission.

Retention

In general, we retain personal data only for as long as required to carry out the purpose it was collected for - in this case managing your grant. We also retain some personal data for archiving and research purposes. We are in the process of reviewing our retention periods and will publish those, once available, on our [website](#).

Your rights

In some circumstances you may have certain rights in relation to your personal data under UK and EU data protection laws, including the right to request access to, rectification or erasure of your data, the right to object to processing, withdraw your consent, and to limit processing of your data.

Generally, these rights are only available if you are based in the UK or EU and/or when our office(s) dealing with your personal data are in the UK or EU.

If you would like to enquire about this Notice, how these rights may apply to you or to exercise these rights, contact us by email to dataprotection@opensocietyfoundations.org.

If you feel that your personal data has been unlawfully processed you may have the right to notify the relevant [UK](#) or [EU](#) data protection supervisory authorities.