

**Fund for Policy Reform, Inc.**  
**224 West 57<sup>th</sup> Street**  
**New York, New York 10019**

November 29, 2023

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

Re: Grant Number OR2023-92178

Dear Ketevan Khutsishvili:

The Fund for Policy Reform Inc. ("FPR") is pleased to inform you that it has awarded Civil Society Foundation (the "Grantee") a grant in the amount of 3,304,000.00 USD for the period from November 1, 2023 through December 31, 2025. The purpose of the grant is to support the grantee's social welfare activities, as described in the submitted proposal and budget.

Upon its receipt of a countersigned original of this agreement, and provided any outstanding reporting requirements resulting from previous FPR grants have been satisfied, FPR shall pay the Grant in a single installment.

The Grantee shall be required to send FPR complete narrative and financial reports detailing the Grantee's expenditure of the grant funds and progress made toward the goal of the grant, as follows:

<b>Date</b>	<b>Report Type</b>
January 31, 2026	Financial Final
January 31, 2026	Narrative Final

All Grant Funds are restricted exclusively to purposes described in Section 501 (c)(4) or Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). No portion of the grant may be used to participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office as set forth in section 501(c)(3) of the Internal Revenue Code. Further, the grant can only be used for social welfare activities as defined for purposes of section 501(c)(4) of the Code and not for any exempt function expenditure within the meaning of section 527. Additionally, no portion of the Grant may be used to engage in activity in support of or opposition to a ballot measure or other referendum.

If the Grantee fails to use this grant for its stated purpose, or if the Grantee fails to provide FPR with reports as required above, FPR may immediately stop funding the Grantee and may be prohibited from awarding the Grantee any additional grants in the future. If the Grantee spends the Grant Funds or any portion thereof for other than its stated purposes, the Grantee shall be required to repay that expenditure to FPR. The Grantee shall also allow FPR representatives to conduct evaluations and audits of Grantee activities supported by the Grant Funds, which may involve visits to observe, review and discuss the Grantee's operations, financial records and other materials connected with said activities. The Grantee's failure to comply with any term or condition of this agreement shall constitute a material breach of this grant agreement, and shall entitle FPR, without prejudice to any other remedies that may be available to FPR at law or equity, immediately to terminate this grant agreement with written notice to the Grantee.

If the Grantee's state-level activities under this Grant trigger any form of disclosure or reporting obligation for the Grantee, the Grantee must inform FPR immediately.

FPR 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 special purpose of accurately indicating this grant and for no other purpose. The Grantee agrees to use the Marks as depicted in artwork supplied by FPR and further agrees not to state or imply either directly or indirectly that the Grantee or its activities are supported, endorsed, or sponsored by FPR other than as stated in this agreement. The Grantee shall notify FPR of the placement and appearance of the Marks before each use of the Grantee. FPR shall have the prior right to approve of the placement and appearance of the Marks before each use by the Grantee.

This Agreement and its terms and conditions shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts to be fully performed within that State, without reference to that State's choice-of-law rules.

Beyond the rights and obligations specifically stated in this letter, FPR 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 FPR has no obligation to provide additional funding to the Grantee. In addition, the Grantee agrees to allow FPR to publish, in any printed or electronic medium, information regarding this grant.

This is the entire agreement between the Grantee and FPR concerning this grant and may be modified and waived only by a written agreement between the Grantee and FPR. The Grantee acknowledges that it is not relying on any representation of FPR, except as set forth in this agreement, and that no representations FPR may have made in the past survive.

The Grantee acknowledges and confirms that the Grantee will use the grant funds only as described in the proposal and budget and 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](http://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 FPR 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 FPR 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 FPR in their entirety all monies paid to the Grantee hereunder.

The Grantee (i) understands and acknowledges that FPR may ask the Grantee to provide signed certifications to FPR 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 both parties' compliance with 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](mailto:ombudsperson@opensocietyfoundations.org). For more information about the role of the ombudspersons, please see the OSF website at [www.opensocietyfoundations.org](http://www.opensocietyfoundations.org).

The Grantee should direct communications and reports to Stephanie Marko of OS-ECA, at [stephanie.marko@opensocietyfoundations.org](mailto:stephanie.marko@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 Stephanie Marko, Grants Officer, keeping a copy for your records.

On behalf of FPR, 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:   
CBF8C48A793948F  
Ketevan Khutsishvili  
Executive Director

Date: 01 December 2023

## Grantee Data Use Notice

### Introduction

The Grantor and the Open Society Foundations<sup>1</sup> (“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](mailto: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

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<sup>1</sup> 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](mailto: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](mailto: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.