

**FOUNDATION OPEN SOCIETY INSTITUTE (FOSI)**

Baarerstrasse 12, CH 6300 ZUG, Switzerland

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23 March 2023

Dr. Ketevan Khutsishvili  
Executive Director  
Open Society Georgia Foundation  
10, Chovelidze str.  
Tbilisi, 0108  
Georgia

Re: Grant Number OR2023-88578

Dear Dr. Khutsishvili:

Foundation Open Society Institute (FOSI), a Swiss charitable foundation is pleased to award **Open Society Georgia Foundation** (the “Grantee”) a grant with the terms and conditions set forth herein. The grant shall be administered by OSF Services Berlin GmbH (“OSF Services Berlin”), a German services company, acting as the agent of FOSI.

This grant will be subject to the following terms and conditions:

**GRANT PURPOSE, PERIOD, AMOUNT**

This grant is awarded to provide institutional support (“the Institutional Support Grant”) for activities including fostering national integration of ethnic minorities, supporting independent media, engaging in international advocacy and local monitoring of Georgia’s EU integration, increasing resilience against abuse of public office by the authorities and strengthening human rights defenders, fighting for socioeconomic rights, as well as for operations and administration.

The grant period shall be from **January 1, 2023 to December 31, 2023**.

The maximum amount of the grant award shall be **USD 2,567,952.00**.

FOSI may, at its sole discretion, decide to provide additional funding for activities during the grant period, subject to the terms set forth herein. The award amount of such additional funding shall be confirmed to Grantee by OSF Services Berlin on behalf of FOSI during the course of the grant period, with a final cumulative total grant award amount – including any such additional funding (if applicable) – to be confirmed within 90 days following the end of the grant period.

**PAYMENT**

Upon receipt of the countersigned copy of this grant agreement (“Agreement”), and provided that any outstanding reporting and repayment obligations resulting from this or any grants from the Open Society Foundations have been satisfied, FOSI will pay the grant in installments as requested.

**EXTENSION**

A request for an extension of the grant period must be submitted to OSF Services Berlin prior to the end of the current grant period and must include a rationale and proposed end date, up to one year from the end of the original grant period.

#### BUDGET, BUDGET ADJUSTMENTS

The grant shall be expended according to your statutes and the budget as approved by FOSI.

#### AUDIT, RECORDKEEPING

The Grantee commits to perform annual audits conforming to the International Financial Reporting Standards (IFRS) and to share its findings with Open Society Foundation - Europe and Central Asia. The Grantee will provide to Open Society Foundation - Europe and Central Asia annual progress reports by March 31 every year for review at annual strategic coordination meetings with Open Society Foundation - Europe and Central Asia. The Grantee shall maintain receipts and invoices for all matters pertaining to this grant, and shall keep these available for inspection or audit by FOSI or its designee for four years following the end of the grant period.

#### MONITORING

FOSI may monitor and conduct an evaluation of the Grantee's operation under this grant, which may include visits from FOSI staff or representatives to observe and discuss the Grantee's activities and review financial and other records and materials connected with the activities financed by this grant.

#### FOSI'S RIGHT TO PUBLISH GRANT DATA

The Grantee hereby authorizes FOSI or its designee to publish, in any printed or electronic medium, the Grantee's name, address, the purpose and amount of this grant award as specified herein as well as any other information regarding this grant that FOSI may deem appropriate for publication in furtherance of its charitable objectives. You are at any time entitled to make an inquiry as to the processing of the personal data and request correction as necessary.

#### REPAYMENT

At the conclusion of the grant period, the Grantee agrees to return unexpended funds and any interest thereon to FOSI. The Grantee also agrees to return any funds that are not covered by accepted reports within ninety (90) days of the final report due date, or by the deadline given by FOSI, whichever is later.

#### GRANTEE'S RESPONSIBILITY, AUTHORITY

This Agreement exists solely between FOSI and the Grantee, regardless of the Grantee's use of third parties for the activities under the Institutional Support Grant. The Grantee shall, at all times, be responsible for execution of the activities under the Institutional Support Grant and all salary, social security, legal, and taxation matters related to the execution of the activities under the Institutional Support Grant and expenditure of the grant funds. The Grantee shall hold FOSI harmless from any damage or injury of any kind resulting from or caused by any act or omission of the Grantee related to this Institutional Support Grant.

The Grantee has no authority to act as an agent of FOSI; it shall not enter into any agreement on behalf of FOSI, or bind FOSI in any way.

#### TERMINATION

If FOSI determines that the Grantee is in violation of any of the provisions of this Agreement, then FOSI may, at its sole discretion, terminate this agreement with 30 days' notice. Furthermore, FOSI reserves the right to cancel this grant and any further payments thereunder if, in its sole discretion, it determines that the Grantee is no longer in a position to pursue its activities per the approved proposal and budget. The Grantee's repayment obligation in case of termination shall be limited to funds not yet already spent or

irreversibly committed by the Grantee in good faith and in compliance with the terms of this Agreement up until the date of termination.

#### CHOICE OF LAW AND FORUM

This Agreement shall be interpreted in accordance with the laws of Switzerland, without regard to any conflict of law provisions, and any legal proceeding arising out of this Agreement shall be brought in the courts of Zug, Switzerland.

#### ENTIRE AGREEMENT, COUNTERSIGNATURE

This Agreement, together with the proposal and budget approved by FOSI, represents the final and complete understanding of the parties related to Institutional Support Grant. In the event of any conflict between this Agreement and the Project proposal or budget materials, the terms and conditions of this Agreement shall prevail. This grant award is conditional upon FOSI receiving an executed copy of this Agreement from the Grantee no later than 60 days from the date indicated on Page 1 of this Agreement.

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Please return an executed copy of this letter to us, keeping a copy for your records.

On behalf of FOSI, may I extend my best wishes for the success of your activities.

Very truly yours,



Foundation Open Society Institute (FOSI)

Agreed to and accepted on behalf of the Grantee:

Signed: \_\_\_\_\_



Ketevan Khutsishvili, Executive Director  
Open Society Georgia Foundation

Date: 23.03.2023

## **FOUNDATION OPEN SOCIETY INSTITUTE (FOSI)**

Baarerstrasse 12, CH 6300 ZUG, Switzerland

### **Data Protection Statement**

#### **1. How we use your personal data**

In awarding this grant, Foundation Open Society Institute and the Open Society Foundations (OSF Services Berlin GmbH, Open Society Institute in New York, and other offices and foundations (details of which can be found at <https://www.opensocietyfoundations.org/about/offices-foundations>)) have collected and recorded data about you or other people within your organization in connection with administering your or your organization's grant proposal and awarded grant ("Your grant"). The legal basis on which we collect and process your data is that you have either provided your consent, it is necessary for us to comply with a legal obligation or to perform our responsibilities under an agreement with you, or there is a legitimate interest in us doing so. We have a legitimate interest in administering the organization, delivering our grant making and management of our programmatic work and to that extent collect and process personal data of our grantees.

We will process your personal data in the future to administer Your grant and for managing the Open Society Foundations current and future grant making activities. This includes monitoring Your grant, making relevant payments, contacting you about the progress and status of the grant and carrying out historical analysis of our grant making.

As part of administering Your grant your data may be used by our other offices and foundations, some of which are based outside of the European Economic Area (EEA). We will also pass data to staff, consultants and suppliers who are performing services on our behalf for the purposes outlined above and only to the extent it is necessary.

We will keep your data secure and retain it for no longer than is necessary for the purposes for which it is processed. Please see the Open Society Foundations website regarding its retention periods.

#### **2. Our privacy policy and your rights**

For more information about the way in which we process personal data and your rights please see our Privacy Policy <https://www.opensocietyfoundations.org/about/policies/privacy> or contact us at [dataprotection@opensocietyfoundations.org](mailto:dataprotection@opensocietyfoundations.org). If you are unhappy with the way in which we have handled your personal data, please contact us using the details above. You are also entitled to make a complaint to the local data protection authority in Switzerland (the Office of the Federal Data Protection and Information Commissioner FDPIC).

If you are not yourself a grantee, please share this data protection statement with any individual whose personal data has been shared with OSF as part of Your grant application.

#### **3. Email updates**

The Open Society Foundations periodically send email updates to our subscribers about upcoming events and other Open Society news and announcements. If you would like to receive these updates, please sign up on our [website](#).

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Open Society Georgia Foundation Grant 2023

**BUDGET**

<b>Budget category</b>	<b>FOSI contribution in USD</b>
Social Justice	472,480
National Integration	277,146
Human Rights & Institutions	362,976
Journalism	413,744
EU Integration	294,996
Reserves	101,323
Administration	645,287
<b>Total in USD</b>	<b>2,567,952</b>

