



GRANT AWARD FOR FIXED AMOUNT AWARDS

Grant No. R-2305-01788

June 28, 2023

Deloitte Consulting LLP ("Grant Administrator") is a contractor to the United States Agency for International Development ("USAID") authorized to administer grants on behalf of USAID under Contract No: 720AA18D00009/72011420F00001 for The USAID Economic Governance Program. Grant Administrator, through its wholly owned subsidiary Deloitte Consulting Overseas Projects LLC is pleased to inform Institute for Development of Freedom of Information - IDFI ("Recipient") that it has been approved by USAID as a Recipient for Grant Funding for activities named "Open Government Data Survey" ("Grant Activity"). Subject to Recipient's compliance with the terms and conditions of this Grant Award, Recipient may receive Grant Funding in the amount of **63,104 Georgian Lari**.

The period of the Grant Award is from **July 10, 2023** to **January 9, 2024** ("Grant Period").

I. Terms and Conditions

The terms and conditions of the Grant Award are as follows:

- A. Program Description.** By accepting this Grant Award and signing below, Recipient certifies it will use the Grant Funding solely for the Grant Activities described in Attachment I, Program Description. If at any time the Recipient reasonably determines that it is no longer feasible to carry out the activities as outlined in the Program Description, the Recipient must notify the USAID Economic Governance Program Grants Manager immediately in writing.
- B. Incorporation of Grant Application.** The Recipient's grant application ("Grant Application") is deemed incorporated and made apart of this Grant Award. In accordance with USAID regulations, in the event that the Grant Application was submitted in a language other than English, an English translation shall be prepared by Recipient, or by the Grant Administrator at the Grant Recipient's request and shall serve as the controlling version for incorporation into this Grant Award. In the event of discrepancy between the Grant Award document, including the attachments, and the Grant Application, the Grant Award document prevails.
- C. Recipient Representations.** By accepting this Grant Award and signing below, Recipient represents, warrants and certifies that:
- Recipient is a non-U.S. non-governmental organization eligible for the Grant Award in accordance with this Grant Award terms and conditions and applicable laws and regulations.
 - Recipient has sufficient management and necessary financial capabilities to carry out the Grant Activities.
 - Recipient understands the Grant Award's terms and conditions, including without limitation, that Recipient is subject to and must comply with USAID Automated Directive System ("ADS") Chapter 303 "*Grants and Cooperative Agreements to Non-Governmental Organizations*", and the Mandatory Reference for ADS Chapter 303 *Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations*, and Recipient agrees to abide by these terms and conditions.
 - Recipient has not received any funds from the USAID Economic Governance Program to prepare the Grant Application pursuant to which this Recipient was approved for this Grant Award.

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- e. Recipient will use any income earned from Grant Activities to further the program activities outlined in Attachment I.
 - f. Recipient did not engage in any lobbying activities, nor did it retain any other party to engage in such activities, in an attempt to secure the Grant Award.
- D. Certifications.** Recipient shall review and provide signed certifications set forth in Attachment IV hereof and submitted as part of the Grant Application which are required of all recipients of U.S. Government grant funds. Delivery and compliance with these certifications are a condition of the Grant Funding payment.
- E. Recipient Performance Reporting.** Recipient agrees to provide within the specified time schedule the periodic performance reports outlined in Attachment III hereof as well as all reports and deliverables set forth in or required by this Grant Award or Recipient's Grant Application. In addition, Recipient is responsible to provide any additional reports mandated under applicable law with respect to the Grant Award, including any reports mandated pursuant to USAID ADS Chapter 303.
- F. Recipient Obligations.** By accepting this Grant Award and signing below, Recipient agrees to:
- a. Expend Grant Funding only on the Grant Activities described in the Program Description.
 - b. Ensure that all Grant Activities comply with USAID's marking and branding requirements. Please refer to Attachment VII Marking and Branding plan. Report templates also attached for guidance. Please direct any questions to the Grant Manager.
 - c. Comply with all applicable laws and regulations (including, without limitation, the United States Foreign Corrupt Practices Act and all applicable anti-bribery laws and regulations) in its acceptance of this Grant Award and its performance of the Grant Activities. This Grant Award may not be used in any attempt to influence legislation within the meaning of U.S. Internal Revenue Code Section 501(c)(3). Recipient shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the U.S. Internal Revenue Code.
 - d. Document that reasonable steps were taken by Recipient to ensure that all purchases charged to Grant Funding are Allowable Goods and Services (as defined in G below).
 - e. Maintain complete records of all amounts charged to the Grant Funding for a period of at least three years after the expiration of the Grant Award, and make such records available to USAID, Grant Administrator or any of their representatives for review and audit upon request.
 - f. Allow Grant Administrator, USAID and/or their designees the right to inspect or otherwise evaluate all activities being performed in connection with this Grant Award.
 - g. At Grant Administrator or USAID request, refund to Grant Administrator or USAID, as specified, any funds received pursuant to this Grant Award are determined by Grant Administrator or USAID, in their sole discretion, not to have met the terms and conditions of this Grant Award.
 - h. Prepare a Final (Completion) Report with the submission of the last milestone/deliverable or termination of this Grant Award.
- G. Mandatory Standard Provisions.** By accepting this Grant Award and signing below Recipient certifies its understanding and agreement that the Grant Award is subject to the applicable *Mandatory Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations, Mandatory Reference for ADS 303*, attached hereto as Attachment V and incorporated by reference herein, and that Recipient will ensure its adherence to these provisions.
- H. Allowable Goods and Services.** By accepting this Grant Award and signing below Recipient certifies its understanding and agreement that Grant Funding may only be used to pay for actual direct costs incurred in carrying out this Grant Award and which are determined by Grant

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Administrator to be reasonable, allocable, and allowable in accordance with the terms of this Grant Award and the applicable cost principles in effect on the date of this Grant Award ("Allowable Goods and Services"). No funds shall be paid as profit or fee to Recipient under this Grant Award or any sub-recipient. Procurement should be carried out in accordance with the *Mandatory Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations*.

- I. **Grant Funding Disbursements.** By accepting this Grant Award and signing below Recipient certifies its understanding that Grant Funding payments follows verification of milestones completion and presenting the documentation for verification as specified in the Budget in Attachment II. All requests for payment must correspond to a milestone specified in the grant budget and implementation plan. The Recipient's invoices (vouchers) must list milestones, not costs, as the product, task, deliverable or objective for which reimbursement is being made.

Alternatively, upon Recipient's request, Grant Administrator may make payment of Grant funds directly to Recipient's vendor against bona fide vendor invoices for Allowable Goods and Services; the vendor invoices must be endorsed by Recipient with a statement that the charged goods and services have been received.

In no event shall Grant Administrator or USAID be liable for reimbursing Recipient for any amount in excess of the Grant Funding established above and in the Milestones Description table found in Attachment 1. Nor shall Grant Administrator or USAID be liable for reimbursing Recipient outside of the Grant Period.

II. Other Terms & Conditions

- A. **Relationship to USAID.** This grant is being administered by Grant Administrator on behalf of USAID pursuant to Contract No. 720AA18D00009/72011420F00001 for the USAID Economic Governance Program. Although USAID is not substantially involved in the administration of this Grant Award, it is understood and agreed that USAID as the Grantor may, in its discretion through its Contracting Officer, supersede any decision, act or omission taken by Grant Administrator in respect to this Grant Award. In addition, USAID has the right to terminate the Grant Award and Grant Activities unilaterally if it determines that it is in the interest of USAID or in other extraordinary circumstances. To the extent Recipient wishes to assert any rights under the Grant Award, such rights shall be pursued directly with USAID.
- B. **No Liability for Third Party Claims.** Recipient acknowledges by signing below that neither USAID nor Grant Administrator and its subsidiaries, parents, affiliates, officers, principals, partners and personnel assume liability for any third-party claims arising under this Grant Award.
- C. **Indemnification.** Recipient hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grant Administrator, its parents, subsidiaries, affiliates, related entities and their respective partners, principals, employees, and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with (i) any act or omission of Recipient, its employees or agents, in applying for or accepting the Grant Award, in expending or applying the funds furnished pursuant to the Grant Award, or in carrying out the Grant Activities.
- D. **Limitation of Liability.** Grant Administrator, its subsidiaries, parents, affiliates, officers, principals, partners and personnel shall not be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to this Grant Award for an aggregate amount in excess of the Grant Funding disbursed to Recipient pursuant to this Grant Award. Except with respect to Recipient's indemnification obligations under this Grant Award, in no event shall either party or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and

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opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.

E. Modification of this Grant Award. This Grant Award may be modified from time to time for reasons such as, but not limited to, the following:

- a. the achievement of the program objective is in jeopardy, but an agreed upon implementation schedule modification can put the activity back on track; and/or
- b. there is an unanticipated increase in the cost of the activity(-ies) proposed for Grant Funding.

All modifications must be in writing and must be approved by Grant Administrator.

F. Termination. This Grant Award, and any modification thereto, may be unilaterally terminated by Grant Administrator upon written notice.

G. Governing Law. This Grant Award shall be governed by, and construed in accordance with, the laws of the State of New York, USA (without giving effect to the choice of law principles thereof). If any provision of this Grant Award is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Grant Award.

H. Dispute Resolution. Any controversy or claim between the parties in relation to this Grant Award (a "Dispute") that cannot be amicably resolved between the parties shall be resolved by binding arbitration to be held at the London Court of International Arbitration in London, England. The arbitration shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Section (the "Rules"). The arbitration shall be conducted before a panel of three arbitrators. Each of the parties shall designate one arbitrator in accordance with the procedures provided in the Rules and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to abide by the terms of this Section. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 - 307), the arbitrators shall apply the governing law set forth in the section of this Grant Award entitled Governing Law. The arbitrators shall have no power to award damages inconsistent with this Grant Award, including the limitation on liability and indemnification provisions contained herein. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. No discovery shall be permitted in connection with the arbitration, except to the extent that it is expressly authorized by the arbitrators upon a showing of substantial need by the party seeking discovery. All aspects of the arbitration shall be treated as confidential, as provided in the Rules. Before making any disclosure permitted by the Rules, a party shall give written notice to the other party and afford such party a reasonable opportunity to protect its interests. Further, judgment on the arbitrators' award may be entered in any court having jurisdiction. Each party shall bear its own costs in the arbitration; however, the parties shall share the fees and expenses of the arbitrators equally.

I. Ownership Change. Recipient hereby agrees to notify Grant Administrator of any change in control of Recipient within thirty (30) days of such change. For the purpose of this provision, "control" means (a) the legal or beneficial ownership of (i) ten percent (10%) or more of the outstanding voting stock of a corporation, (ii) ten percent (10%) or more of the equity of a limited liability company, partnership, or joint venture; or (b) the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

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J. Publicity. Any news release, advertisement or other form of publicity concerning efforts in connection with this Grant Award shall be approved by Grant Administrator in advance in writing. The provisions of this Paragraph shall survive the termination of this Agreement for any reason.

K. Subcontracting and Assignment. Recipient shall not delegate, subcontract, assign or transfer any interest in or duties under this Grant Award without the prior written consent of Grant Administrator. Nothing contained herein shall require Grant Administrator to accept any assignment, transfer or other substitution of performance by Recipient. The provisions of this paragraph shall survive the termination of this Grant Award for any reason.

L. Rights in Data. Unless expressly specified by Grant Administrator, Recipient hereby grants to each USAID and Grant Administrator a royalty-free, non-exclusive right to reproduce, publish or use the work developed by Recipient pursuant to this Grant Award. U.S. Government has the right to obtain, reproduce, publish or use data first produced under the Grant Award and authorize others to receive, reproduce, publish or use such data for federal purposes.

M. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. The Recipient is prohibited from using Grant Funding, including direct and indirect costs, program income, and any cost share to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Telecommunication costs and video surveillance costs incurred for telecommunications and video surveillance services and equipment such as phones, internet, video surveillance, and cloud servers are allowable except for those referenced in the paragraph above.

The terms used in this provision have the following meanings:

(1) "Covered telecommunication equipment or services" as defined in Pub. L. 115-232, Section 889, means any of the following:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the United States Secretary of Defense, in consultation with the United States Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) "Covered foreign country" is defined in Pub. L. 115-232, Section 889 as the People's Republic of China.

(3) "Telecommunications costs" as defined in 2 CFR 200.1 means the cost of using communication and telephony technologies such as mobile phones, land lines, and internet.

This provision must be incorporated into all subawards.

To acknowledge your understanding and acceptance of all the terms and conditions of this Grant Award, please sign two original copies of this Grant Award and each of the certifications contained in the Attachments. Please return the two original copies of the Grant Award and certifications to the Grant Administrator. The signed Grant Award and certifications must be received prior to any disbursement of Grant Funds.

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Thank you,


Deloitte Consulting Overseas Projects LLC, on behalf of Grant Administrator



Markus Mueller
Principal/Managing Director
Date: July 13, 2023

On behalf of "Recipient", I hereby acknowledge our understanding and acceptance of all the terms and conditions of this Grant Award.

Name: Giorgi Kldiashvili
Title: Executive Director
Date: 13 July 2023
Signature: 



Attachments:

Attachment I Grant Description

Attachment II Grant Budget and Terms of Payment

Attachment III Grant Performance Reporting/ Standard Reporting Tool

Attachment IV Certifications - located at Grants Portal Fluxx

Attachment V Mandatory and Optional Standard Provisions – USAID ADS 303
(<http://www.usaid.gov/policy/ads/300/303.pdf>) - located at Grants Portal Fluxx

Attachment VI Recipient Handbook – submitted as separate document

Attachment VII Branding and Marking Plan - located at Grants Portal Fluxx

ATTACHMENT I
PROGRAM DESCRIPTION

A. BACKGROUND AND STATEMENT OF GRANT PURPOSE

International practice shows that businesses are reaping tremendous value from both data created through businesses' economic activities and data shared by governments. World Bank's latest report entitled - Data for Better Lives - identifies major benefits of open government data (OGD) for business: quality improvements; cost reduction and process optimization; production innovation; more effective intermediation and lower transaction costs.

However, this potential generated by the use of data by the private sector is not fully used in Georgia. Based on the Global Data Barometer report, Georgia had the lowest scores in Open Data Use and Impact indicators, meaning that practical use cases of public data are only sporadic, indicating a lack of private sector and academia engagement. Similar observations were made by IDFI in its previous activities advocating open data standards and supporting several municipalities to advance their open data management standards.

The policy discussion on improving access to open data has been mostly focused on government accountability, and the economic aspect of the issue was relatively neglected or lacking attention. While the business sector either lacks information about the potential of open data use for economic growth or lacks opportunities to influence political decisions ensuring access to open data for general re-use, including for economic benefits.

To remedy this situation, in its previous attempts to encourage open data use by various stakeholders, IDFI has attempted to reach out to the private sector to gain insights into their needs, limitations and opportunities to use public data available in open formats.

IDFI had some progress in communication with the financial sector, banks and some startups, as they shared with us the type of data, they would like to have access to, based on which they could develop new applications and services. They also expressed readiness to get engaged in future activities aiming to advocate more access to open data.

In addition, when supporting several municipalities to advance their open data management standards in eight municipalities with the financial support of USAID Good Governance Initiative, IDFI identified the datasets of high public interest and demand from local stakeholders, including businesses. A more detailed and comprehensive study is needed to have a thorough understanding of the economic aspect of the OGD ecosystem and the needs of the private sector.

B. GRANT OBJECTIVE

The overall objective of the project is to support and promote data-driven innovations by identifying business needs, opportunities and potential to use data for increased efficiency, innovative services and economic growth.

To attain this, the project will have several specific objectives:

1. Mapping major economic aspects of OGD ecosystem - prerequisites for success, best practices, case studies of the private sector using OGD for economic growth, sectors that have benefited the most from the re-use of open data, datasets with the highest commercial value and Georgia's context;
2. Conduct a comprehensive analysis of attitudes, needs, opportunities and challenges of businesses in Georgia to use OGD potential for economic benefits;
3. Identify government-owned datasets with the highest commercial value with the consideration of business preferences/capabilities;
4. Identify business sectors which could benefit the most from the re-use of data with the consideration of Georgia's business market particularities;
5. Elaborate and communicate recommendations with relevant stakeholders about the need to ensure an enabling environment for data-driven innovations.

To ensure that survey results and findings are validated and relevant for various business sectors of the country, proper sampling criteria will be defined. For these purposes, the project target areas will be not only the capital, but also major larger cities in most regions of Georgia (Batumi, Gori, Kutaisi, Ozurgeti, Rustavi, Telavi, and Zugdidi). Also, the size of companies and the sectors they are operating in will be considered.

IDFI has already worked in these municipalities on open data and private sector engagement issues and has local connections. E.g. IDFI is implementing USAID EGP-supported initiative to Promote PPD in Georgia, with some activities in these cities. IDFI has built up solid partnerships with financial institutions, some startups, several business associations, and companies operating in the ICT sector. Also, IDFI has cooperated with Tech Park in Tbilisi to identify open data needs of startups and a similar approach can be used in other regions with Tech Parks.

Moreover, IDFI will reach out to associations in selected sectors. IDFI will also enquire about the needs of businesses (most importantly, small and medium enterprises) and beneficiaries of USAID Agriculture and USAID Economic Security programs by inviting them to plan focus group meetings and disseminating questionnaires to fill out.

C. DESCRIPTION OF PROPOSED ACTIVITY

I. Expected Results

As a result of the activity, a baseline of the economic aspects of OGD, prerequisites for success, best international practices, and case studies of the private sector using OGD for economic growth will be identified, and later used for analyzing the Georgia context and designing proper recommendations.

Moreover, survey methodology with the combination of quantitative and qualitative research methods together with questionnaires will be developed to prepare a first-ever thorough report on the needs, attitudes, challenges and opportunities for the business sector to use OGD for developing new services, improving their performance and generating public good.

To be more specific about the results, at least five government-owned datasets with the highest commercial value per sector will be identified. In addition, business sectors with high impact and high potential of re-using OGD will be determined.

Based on the findings and identified shortcomings and needs, recommendations will be elaborated for and communicated with all relevant stakeholders, including the business and government representatives.

All these activities combined will ensure that data-driven innovations are promoted in the long run by identifying public sector needs and elaborating evidence-based recommendations for all relevant stakeholders.

The success of the project will be measured by:

- a) the number of business sectors and companies reached out in different target cities;
- b) the number of stakeholders attending various activities of the project;
- c) the number of high-value data identified for particular sectors; and
- d) the relevance and quality of the recommendations elaborated.

II. Technical Approach

For the implementation of the grant activity, the following methods will be used:

1. To overview the baseline situation, IDFI will review all relevant publications from prominent organizations working on OGD, including World Bank, International Open Data Charter, OGP, Global Data Barometer.
2. For survey methodology and study, both qualitative and quantitative methods will be applied - focus groups, interviews, online/email survey, FOI requests, statistical data, online platforms and public registries, World Bank's Open Data for Business Assessment methodology.
3. To ensure sufficient representation of the private sector in the survey to generalize the findings, IDFI will use various online & offline communication tools: reaching out to existing contacts and

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partnerships with the private sector from previous projects. IDFI will cooperate with Tech Parks in Tbilisi and regions. IDFI will also cooperate with USAID-supported programs to consider the needs of their beneficiaries. For regional coverage, focus groups will be conducted in Tbilisi, and in 7 larger cities.

4. Apart from identifying the datasets with high interest from the private sector, IDFI will request data about the types of datasets possessed by all major government institutions registered under the Unified State Registry of Information from the Digital Governance Agency. This method was successfully applied by IDFI when the development of OGD portal - data.gov.ge - was advocated and an open data portal concept for Tbilisi City Hall was designed.
5. Once survey results and data collected are analyzed, major tendencies are identified, recommendations will be prepared, which will be presented during the Public-Private Discussion (PPD) event, to be held in a hybrid format to ensure the participation of business representatives from the regions.
6. Feedback from the PPD event will be considered to finalize the report and recommendations.

III. Beneficiaries

The beneficiaries of the project will be representatives of the private/public sector as well as civil servants, public officials and the wider society. As a result of conducting a survey on OGD economic potential in Georgia, representatives of the private sector will have a better understanding of the areas and opportunities for using data for the public good and new services. While the government representatives will be provided with practical examples and evidence about the potential access to open data for economic growth, which should generate the political will to design more ambitious reforms in the future. The elaborated recommendations will enable them to implement policies and develop enabling OGD ecosystem for innovations and inclusive growth. Also, both of the stakeholder groups will get better insights into the needs, conditions and contemporary tendencies of using OGD for improving the well-being of citizens.

When selecting respondents for the survey and other research activities, the participation of youth and women-led enterprises will be promoted to effectively consider their specific needs and design relevant solutions.

The wider public and beneficiaries of particular services will also benefit from the project results in the long run, by supporting data-driven innovations and improved services by the private sector.

IV. Sustainability

The main preconditions of success will be the selection of proper target respondents for the survey and effective outreach to selected companies. In the long run, evidence-based recommendations relevant to the Georgian context are essential to secure political will for ambitious OGD reforms and needed interventions, ensuring the sustainability of results. In both circumstances, rich experience and good connections with all relevant stakeholders will enable IDFI to achieve project objectives.

IDFI does not expect any internal challenges, as its highly qualified staff in both open data and economic issues will ensure that high-quality reports and relevant recommendations are elaborated. Similar activities of collecting and analyzing the needs of different stakeholders in terms of open data have been already implemented by IDFI over the past years. In addition, the IDFI team has used surveys, focus groups, interviews and FOI requests for collecting data for various studies and reports.

As for external risks, the project might encounter the reluctance of several companies to share their needs. IDFI has already built-up partnerships with several companies and associations, including on open data issues. IDFI also has connections in target regions.

It is important to have all relevant decision-makers present for the PPD event. IDFI is quite a well-known and trusted organization among major public institutions responsible for open data and economic policies. The presence of all relevant stakeholders during the event will ensure that policy changes are implemented in the future, ensuring institutional and policy-level sustainability of results.

IDFI will also use additional national and international venues to advocate recommendations, including OGP platform, and Public Administration Reform Council, as the government has committed itself to implementing open data reforms.

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V. Milestones Description and Implementation Plan

Milestones Description:

Milestone Name	Grant Amount	Milestone Verification	Estimated Completion Date
Report on baseline overview of the economic aspects of OGD ecosystem and the survey methodology	Gel 6,250	Publications reviewed, an overview of the baseline situation and the methodology elaborated	August 10, 2023
Report on the Survey Results	Gel 39,754	Raw and analyzed data provided, initial findings of the survey reported	October 31, 2023
Public-Private Dialogue (PPD) on OGD	Gel 14,750	Public-Private Dialogue event conducted; Presentations and attendance proof documents submitted	December 10, 2023
Final Report	Gel 2,350	Final report submitted, including methodology, findings, analysis, and recommendations	December 31, 2023

Implementation Plan:

The major actors and stakeholders engaged or benefiting from the project are business and government representatives both at the national and local levels, as well as business associations, startups, CSOs and the donor community. Businesses, small and medium enterprises, larger companies, associations and startups will get more understanding and opportunities on the use of open data for innovations and service improvement, for which their active participation and collaboration with the project team by sharing their concerns and preferences will be incremental. While decision-makers will be shared with best practices and potential benefits of improved open data management and publication policies and practices. The latter will ensure that they design new policies to improve the OGD ecosystem in the country in the future. CSOs and media are important actors to share the elaborated recommendations and stimulate public demand for more ambitious open data reforms. Donor community and international actors are important contributors to Georgia's reforms and communication of survey results and recommendations is important to ensure external support for reforms.

To maximize project results, ensure synergies with ongoing initiatives and avoid any overlaps, IDFI will coordinate its activities with other USAID and EU-supported programs in the area of economic development (e.g. USAID Agriculture and Economic Security programs). In addition, effective coordination will be made with USAID National Governance Program in the area of open data standards and reforms to be supported on the issue.

In case IDFI faces a lack of willingness from various stakeholders (including the public and private sectors) to cooperate with the research team, IDFI will communicate the value of the study and the importance of open data for economic growth with the consideration of best international practices and Georgia's potential in this regard. Also, in the case of public institutions, IDFI will use various platforms to collect relevant data and the information IDFI possesses from its previous activities relevant to the study.

IDFI will also base its activities on its ongoing/implemented projects in open data and public sector engagement areas. E.g., as part of the ongoing project from USAID Economic Governance Program, IDFI strives to promote public-private dialogue in regions outside the capital and raise awareness on PPD among state, non-state actors and the wider society.

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ATTACHMENT II
GRANT BUDGET

Cost Category		Name	Rate (price)	/Unit	Quantity	Total
I. Milestone 1 - Elaborating the Overview of Baseline of the economic aspects OGD Ecosystem and the Survey Methodology						
Labor - Project Director (15% of engagement)	SALARIES AND WAGES	Levan Avalishvili	1,000 ₾	/month	1.00	1,000.00 ₾
Labor - Research Coordinator (30% of engagement)	SALARIES AND WAGES	Teona Turashvili	1,500 ₾	/month	1.00	1,500.00 ₾
Labor - Senior Researcher/Economic Specialist (40% of engagement)	SALARIES AND WAGES	Goga Tushurashvili	1,500 ₾	/month	1.00	1,500.00 ₾
Labor - Analyst (50% of engagement)	SALARIES AND WAGES	Gvantsa Nikuradze	1,200 ₾	/month	1.00	1,200.00 ₾
Labor - Financial manager	SALARIES AND WAGES	Nutsa Vepkhvadze	250 ₾	/day	3.00	750.00 ₾
Bank fees	OTHER DIRECT COSTS		50 ₾	/month	6.00	300.00 ₾
Total Milestone 1						6,250.00 ₾
II. Milestone 2: Conducting the Survey and Preparing the Report on the Survey Results						
Labor - Project Director (15% of engagement)	SALARIES AND WAGES	Levan Avalishvili	1,000 ₾	/month	3.00	3,000.00 ₾
Labor - Research Coordinator (30% of engagement)	SALARIES AND WAGES	Teona Turashvili	1,500 ₾	/month	3.00	4,500.00 ₾
Labor - Senior Researcher/Economic Specialist (40% of engagement)	SALARIES AND WAGES	Goga Tushurashvili	1,500 ₾	/month	3.00	4,500.00 ₾
Labor - Analyst (50% of engagement)	SALARIES AND WAGES	Gvantsa Nikuradze	1,200 ₾	/month	3.00	3,600.00 ₾
Labor - Financial manager	SALARIES AND WAGES	Nutsa Vepkhvadze	250 ₾	/day	6.00	1,500.00 ₾
Travel cost to Gori	TRAVEL AND TRANSPORTATION		250 ₾	Round trip	1.00	250.00 ₾
Travel cost to Kutaisi	TRAVEL AND TRANSPORTATION		400 ₾	Round trip	1.00	400.00 ₾
Travel cost to Batumi, Zugdidi, Ozurgeti	TRAVEL AND TRANSPORTATION		500 ₾	Round trip	3.00	1,500.00 ₾
Travel cost to Telavi	TRAVEL AND TRANSPORTATION		300 ₾	Round trip	1.00	300.00 ₾
Travel cost to Rustavi	TRAVEL AND TRANSPORTATION		200 ₾	Round trip	1.00	200.00 ₾
Accommodation cost (4 person for 9 nights (Kutaisi, Batumi, Ozurgeti, Zugdidi, Telavi)	TRAVEL AND TRANSPORTATION		480 ₾	Night	9.00	4,320.00 ₾
Per diem (4 person for 16 days)	TRAVEL AND TRANSPORTATION		224 ₾	Days	16.00	3,584.00 ₾
Focus group costs - venue and refreshments - 7 cities	OTHER DIRECT COSTS		1,100 ₾	Focus groups	7.00	7,700.00 ₾
Focus groups in Tbilisi (Venue and refreshments for about 10-15 people)	OTHER DIRECT COSTS		1,500 ₾	Focus groups	2.00	3,000.00 ₾
Translation costs (Report translation)	OTHER DIRECT COSTS		35 ₾	Pages	40.00	1,400.00 ₾
Total Milestone 2						39,754.00 ₾
III. Milestone 3: Conducting Public-Private Dialogue (PPD) on OGD						
Labor - Project Director (15% of engagement)	SALARIES AND WAGES	Levan Avalishvili	1,000 ₾	/month	1.50	1,500.00 ₾
Labor - Research Coordinator (30% of engagement)	SALARIES AND WAGES	Teona Turashvili	1,500 ₾	/month	1.50	2,250.00 ₾
Labor - Senior Researcher/Economic Specialist (40% of engagement)	SALARIES AND WAGES	Goga Tushurashvili	1,500 ₾	/month	1.50	2,250.00 ₾
Labor - Analyst (50% of engagement)	SALARIES AND WAGES	Gvantsa Nikuradze	1,200 ₾	/month	1.50	1,800.00 ₾
Labor - Financial manager	SALARIES AND WAGES	Nutsa Vepkhvadze	250 ₾	/day	4.00	1,000.00 ₾
Event costs - meals, venue and technical equipments, including for zoom	OTHER DIRECT COSTS	About 25-30 participants	3,500 ₾	Event	1.00	3,500.00 ₾
PR specialist - Magda Gugava	SALARIES AND WAGES		250 ₾	Day	5.00	1,250.00 ₾
Design of the report	OTHER DIRECT COSTS		1,200 ₾	Report	1.00	1,200.00 ₾
Total Milestone 3						14,750.00 ₾
IV. Milestone 4: Preparing and Submitting Final Report						
Labor - Project Director (15% of engagement)	SALARIES AND WAGES	Levan Avalishvili	1,000 ₾	/month	0.50	500.00 ₾
Labor - Research Coordinator (30% of engagement)	SALARIES AND WAGES	Teona Turashvili	1,500 ₾	/month	0.50	750.00 ₾
Labor - Analyst (50% of engagement)	SALARIES AND WAGES	Gvantsa Nikuradze	1,200 ₾	/month	0.50	600.00 ₾
Labor - Financial manager	SALARIES AND WAGES	Nutsa Vepkhvadze	250 ₾	/day	2.00	500.00 ₾
Total Milestone 4						2,350.00 ₾
V. TOTAL GRANT BUDGET						63,104.00 ₾

B.K.

**ATTACHMENT III
PERFORMANCE REPORTING**

Reports

Recipients are responsible for managing and monitoring each activity supported by the Grant. The recipient shall prepare performance reports as well as a final report.

Performance reports are required monthly. The final performance report is due with the submission of the final milestone or the termination of the award.

The performance reports shall be in the following form:

[Name of project] Project

Grant Progress Report

Organization Name:	Date of Report:
Grant Project Name:	Reporting Period:
Grant Number:	Report Submitted by:

1. Introduction

Provide a brief overview of your project and objectives.

2. Major Activities and Accomplishments this Reporting Period

Describe the activities conducted during this reporting period, including the targets you have achieved. Describe planned activities that you were not able to implement and targets that you were not able to meet. If appropriate, the Recipient should include readily available results (e.g., number of people trained, number of jobs created). Such results should be disaggregated by gender when possible.

3. Analysis

How do your actual activities and achievements compare to what was planned for this period?

a. Successes

Describe successes this period and the factors that contributed to your success. Describe innovations or potential best practices that could be shared with other implementing groups.

b. Challenges

Discuss obstacles for implementing activities and achieving planned results (e.g. obstacles related to technical, managerial, financial, political or other constraints). Describe actions taken (how you attempted to overcome these obstacles and whether your efforts were successful) and actions required if the obstacle has not yet been overcome.

c. Capacity Improvements

Describe how organizational development activities have affected your operations, programs, and services.

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d. Lessons Learned and Recommendations

Describe any lessons learned as you implemented the grant activities during the reported period and include recommendations for resolving similar situations.

4. Financial Summary.

The Recipient shall provide a summary of financial expenditures relative to achievements and documents to support Cost Share.

Reports of Problems of Issues:

Recipients shall immediately notify the USAID Economic Governance Program Grants Manager of developments that have a significant impact on the award-supported activities, including problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award.

This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

E.K.

ATTACHMENT IV
CERTIFICATIONS, ASSURANCES, AND OTHER STATEMENTS OF THE RECIPIENT

Deloitte Project Grants Administrator to attach required certifications from the submitted Application:

From USAID Web Page: <http://www.usaid.gov/sites/default/files/documents/1868/303.pdf>

A signed copy of ADS 303mav, Certifications, Assurances, and Other Statements of the Recipient and Solicitation Standard Provisions, which includes:

- 1. Assurance of Compliance with Laws and Regulations Governing Nondiscrimination in Federally Assisted Programs (This assurance applies to non-U.S. organizations, if any part of the program will be undertaken in the U.S.);**
- 2. Certification Regarding Lobbying (22 CFR 227);**
- 3. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206, Prohibition of Assistance to Drug Traffickers);**
- 4. Certification Regarding Terrorist Financing; and**
- 5. Certification of Recipient**

Other certifications and statements found in ADS 303mav, Certifications, Assurances, and Other Statements of the Recipient and Solicitation Standard Provisions:

- 1. A signed copy of Key Individual Certification Narcotics Offenses and Drug Trafficking, (ADS 206.3.10) when applicable;**
- 2. A signed copy of Participant Certification Narcotics Offenses and Drug Trafficking (ADS 206.3.10) when applicable;**
- 3. Other Statements of Recipients.**

B.K.

ATTACHMENT V
MANDATORY STANDARD PROVISIONS

(ADS Chapter 303 December 2014)

(Document located at Grants Portal Fluxx)

Attached from the USAID Web Page: <http://www.usaid.gov/ads/policy/300/303mat>

Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations, Mandatory Reference
for ADS 303

B.K.

**ATTACHMENT VI
RECIPIENT HANDBOOK
(Provided electronically – for informal reference only)**

E.K.

ATTACHMENT VII
BRANDING AND MARKING PLAN
(Document located at Grants Portal Fluxx)

B.K.