

Partnership Agreement

between

RESEARCH ICT AFRICA

Registration Number: 2009/017 831 / 08

(Represented by Prof. Alison Gillwald, Executive Director)

(hereinafter known as “**RIA**”)

and

INSTITUTE FOR DEVELOPMENT OF FREEDOM OF INFORMATION (IDFI)

Company registration no: 204569617

(Represented by Giorgi Kldiashvili, Executive Director)

(hereinafter known as the “**Implementing Partner**”)

Preamble

This agreement serves as a master agreement, to outline the terms of engagement of Institute For Development Of Freedom Of Information (IDFI) (represented by Giorgi Kldiashvili). It aims to set out the various duties and requirements of RIA and the Implementing Partner in order to clearly establish the duties of each, the penalties of non-compliance, and the method of dispute resolution.

RIA is a non-profit organisation and as such has a duty to protect the funds it receives from donors and ensure the Implementing Partner is paid for work actually performed and can be reclaimed from the Implementing Partner in the event of a breach of this agreement and/or in the case of the insolvency of the Implementing Partner.

Should the project be extended beyond the envisaged period, the completion date and terms of such extension are to be determined by mutual agreement between both parties, and as written addenda to this master agreement.

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1. Definitions

1.1 In this Agreement the following terms have the meanings assigned to them hereunder, unless the context clearly indicates otherwise:

- 1.1.1 **“Agreement”** means the Master Agreement and all annexures associated with this Agreement;
- 1.1.2 **“Commencement Date”** means the date of signature;
- 1.1.3 **“Creative Commons Licence”** means a licence that allows anyone to freely use the intellectual property referred to in the licence subject to the restrictions in the licence (which typically require that the original and subsequent author/s of the work are credited with the work);
- 1.1.4 **“Intellectual Property”** means any and all rights, title and interest in and to (without limitation) any confidential information, trade secret, invention (whether or not patented), design, goodwill, trade name, trade mark (whether or not registered), or any material in which copyright subsists (whether or not registered), and all other identical or similar intellectual property as may exist anywhere in the world and any applications for registration of such Intellectual Property;
- 1.1.5 **“Master Agreement”** means this agreement but excludes the annexures to this agreement;
- 1.1.6 **“Party/ies”** means RIA and the Implementing Partner;
- 1.1.7 **“Project/s”** means the project/s as described in the annexures to this agreement;
- 1.1.8 **“RIA”** means RESEARCH ICT AFRICA, a not for profit company with limited liability registered in terms of the laws of the Republic of South Africa whose further details and chosen address for legal process can be found in Annexure A;
- 1.1.9 **“RIA Bank Account”** means those bank account details that are set out in Annexure A, as varied from time to time;
- 1.1.10 **“Implementing Partner”** means Institute For Development Of Freedom Of Information (IDFI) (represented by Giorgi Kldiashvili) in whose full and further details are set out in Annexure A to this Master Agreement;
- 1.1.11 **“Signature Date”** means the date the Party last signing, signs this Agreement;
- 1.1.12 **“Implementing Partner Bank Account”** means bank account the details of which are set out in Annexure A; and
- 1.1.13 **“Implementing Partner Activities”** means those activities that the Implementing Partner has agreed to implement as detailed in the work plan in each annexure to this master agreement.

2. Commencement and Duration

2.1 This Agreement shall commence on the Signature Date and shall endure until December 31st 2024 subject to clause 9 (breach), clause 11 (no fault termination) clause 12 (Summary Termination).

2.2 Notwithstanding clause 3.1 (relationship of parties), the Implementing Partner will only implement the Implementing Partner Activities from the Commencement Date as set out above.

3. Relationship of Parties

3.1 This Agreement does not create a relationship of employment or agency between the Parties. Neither Party shall be entitled to represent that they act as the agent for the other, nor that there is any relationship of employment between the Parties and the Parties undertake to act towards each other with the utmost good faith.

4. Undertakings by Implementing Partner

4.1 The Implementing Partner warrants that he/she has the necessary skills, expertise and capacity to fulfil its obligations in a professional and timely manner.

4.2 Implementing Partner represents and warrants to RIA that it will:

4.2.1 from the Commencement Date onwards at all times comply with the applicable legislative and statutory requirements of the country in which the Project is undertaken;

4.2.2 at all times act in good faith and will not conduct its business or represent RIA in any way so as to tarnish the reputation of RIA,

4.2.3 not represent itself as RIA by means of publishing details to such effect, nor will it make use of the RIA or Third Party Intellectual Property (including the RIA name or logo) in any of its communications (including on its web-sites, marketing literature) or visibility strategies without the prior written consent of RIA as the case may be,

4.2.4 retain records of the projects for a minimum period of 3 calendar years from the Commencement Date or such further time as the applicable legislation requires;

4.2.5 be responsible for the actions of its employees and/or agents including any non-compliance with the terms of the Project (which would include the terms of the Protocol); and

4.2.6 ensure that all research assistants, research subjects, partners, fieldworkers are treated with dignity and respect and the conditions under which research is undertaken are free from sexual exploitation, abuse and/or harassment. Research ICT Africa has a zero-tolerance policy on sexual harassment and any breach in this regard that is brought to RIA's attention will be acted on and will be regarded as a breach of contract.

5. Fees and Payment

5.1 In return for the Implementing Partner Activities, RIA will disburse funds as set out in the annexure/(s) to this master agreement on the due dates as indicated therein, subject to the following:

- 5.1.1 Unless otherwise indicated in the disbursement schedule in the annexure/(s) all sums are inclusive of any relevant taxes and fees.
- 5.1.2 Where project budgets are received and managed in South African Rands (ZAR) but the Implementing Partner requests payment in US Dollars (USD) or other currency, such payment shall be made at the prevailing rate of exchange (ZAR:USD/other currency) on the date that funds are disbursed to the Implementing Partner's account.
- 5.1.3 Where project budgets are received and managed in USD, but disbursements must be made in ZAR or other currency, such disbursement shall be made at the prevailing rate of exchange (USD:ZAR/other currency) on the date that funds are disbursed to the Implementing Partner's account.
- 5.1.4 Unless otherwise specified in the disbursement schedule of the respective annexures, disbursement will be effected by Electronic Funds Transfer into the Implementing Partner's Bank Account as set out in Annexure A'

5.2 In the event that RIA agrees to advance the funds to the Implementing Partner prior to the Implementing Partner performing and/or finalising the agreed Implementing Partner Activities, the Implementing Partner undertakes to treat such funds as separate from its own internal funds until such time as the funds become due to the Implementing Partner.

6. Confidentiality Undertaking

- 6.1 Any information obtained from or in connection with this agreement remains confidential information of the organisation until such time as it is publicly released.
- 6.2 Each Party agrees to hold the confidential information (which is either explicitly designated as such or is reasonably anticipated as confidential) provided to it by the other, or information from informants in the process of data gathering, in confidence during and after the termination of this Agreement.
- 6.3 Each Party agrees that unless required by law, it will neither make the confidential information available to any third party, nor use the confidential information for any purpose other than the performance of this Agreement.
- 6.4 Each party agrees to use all reasonable efforts to ensure that the confidential information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

6.5 The Parties shall take appropriate measures to ensure that all employees, agents and/or Implementing Partners employed and/or contracted by either Party sign confidentiality agreements containing, inter-alia, the provisions set out above.

7. Intellectual Property

7.1 Subject to any specific provisions of a Project, all the Intellectual Property rights owned by either party at the Signature Date and any Intellectual Property rights acquired by either Party independently thereafter shall remain vested with that Party exclusively.

7.2 Any original intellectual property brought to the project/(s) by any parties and held by them prior to the start of the agreement, remains with them.

7.3 The research arising from this agreement is required by the donor, IDRC, to be compliant with IDRC's open access policy. By open access project outputs, IDRC means project outputs that are digital, online, free of charge at the point of use, and licensed by the [Creative Commons Attribution \(CC BY\) licence](#) —meaning free from restrictions on use or reuse, as long as the original author/(s) are properly acknowledged and cited. (See <https://www.idrc.ca/en/open-access-policy-idrc-funded-project-outputs#applied>)

7.4 Until such time that the research or data has been made public by RIA all information and IP directly generated from it will remain the property of RIA and can only be used for other purposes with the express permission of the Executive Director.

8. Data protection

8.1 In connection with the processing of personally identifiable information under this agreement, RIA agrees it will duly comply with the requirements identified in the ICC/ESOMAR International Code on Market and Social Research as well as any data protection legislation in the country from which such information is gathered.

9. Breach

9.1 Should either Party breach or otherwise be in default of any of its material obligations as more fully set out in clauses 11 (no-fault termination) and 12 (summary termination) and remain in default or fail to remedy such breach within 10 (ten) days of receipt of written notice calling upon it to do so (which notice may be provided electronically), the other Party will be entitled, but not obliged, in addition to any other rights which it may have or remedies which may be available to it:

9.1.1 to cancel the activities in question with or without claiming damages; or

9.1.2 to cancel the Agreement, if the breach in question affects performance under the Agreement as a whole, with or without claiming damages; or

- 9.1.3 to obtain an order against such a defaulting Party for specific performance, with or without claiming damages.
- 9.2 For the purposes of this clause a breach shall not be deemed to be a material breach for the purposes of entitling the aggrieved Party to cancel the Agreement and/or the Annexure so affected if –
- 9.2.1 it is capable of being remedied; or, alternatively,
- 9.2.2 it is incapable of being remedied, and payment in money will compensate for such breach and such payment is made within 30 (thirty) Days after written request for such payment.
- 9.3 In the event that either Party commits an act of insolvency or is placed under a provisional or final winding-up or judicial management order or if either Party makes an assignment for the benefit of creditors, or fails to satisfy or take steps to have set aside any judgment taken against it within 7 (seven) days after such judgment has come to its notice, then the other Party will be entitled to terminate the Agreement on 5 (five) days written notice.
- 9.4 The termination of the Agreement shall not affect any rights of either Party, which accrued prior to the date of termination, and the termination of any one or more Annexures shall not affect the validity of all other Annexures still in operation, which continue to remain of full force and effect.

10. Dispute mediation and arbitration

- 10.1 The parties shall seek in good faith and in a spirit of cooperation a rapid and equitable solution to any dispute between them relating to this agreement. In this regard, the parties agree to engage in direct and meaningful negotiations to arrive at a solution. If those negotiations are not successful, the dispute will be referred within 14 days to mediation with a suitably qualified independent mediator over a mutually agreed, time limited period. Parties participating in mediation shall meet their own cost and share the cost of the mediator.
- 10.2 If mediation does not provide resolution, then if the dispute is grounds for termination the agreement may be terminated, if however, the dispute is not grounds for termination or if the agreement is not terminated then the dispute shall proceed to arbitration.
- 10.3 The dispute shall be resolved by arbitration under the international arbitration rules of the [International Chamber of Commerce](#) by an arbitrator agreed upon in writing by the parties. In the event the parties cannot agree upon the choice of an arbitrator, each party shall appoint one individual representative and the two-party representatives shall, between themselves, choose an arbitrator.
- 10.4 In all matters the parties agree to cooperate to complete the arbitration process as quickly as practicable. The parties agree that a dispute referred to arbitration should not be allowed in any way to interfere with, delay, or prevent continuation of the project until the dispute is resolved by arbitration.

10.5 The arbitrator shall have the power to give default judgment if any Party fails to make submissions on due date and/or fails to appear at the arbitration.

10.6 For the purposes of enforcement and review of arbitration under this clause 10, the parties hereby consent to the jurisdiction of the High Court of South Africa (Western Cape High Court, Cape Town).

10.7 The provisions of this clause are severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

11. No-fault Termination

11.1 Subject to any variation of this clause in the Annexures both Parties may terminate this Agreement on 90 days' notice, provided that either party may not exercise this right until each Project has been finalised. It is recorded that it is possible to terminate a specific Project (provided this is indicated therein) without terminating this Agreement.

12. Summary Termination

12.1 Notwithstanding anything in this Agreement, either Party shall be entitled to cancel any of their activities immediately if it is permanently prevented from providing the activities by any legislative authority and the other Party shall have no claim for damages of any nature that arise as a result of the cancellation of this Agreement in terms of this clause, provided that the affected Party does all it can to mitigate the damages suffered by the other Party.

13. Consequences of Termination

13.1 Upon termination of this Agreement for any reason whatsoever, the Implementing Partner shall ensure that all equipment, documents and/or devices owned by RIA shall be returned to RIA by the Implementing Partner.

13.2 If the Implementing Partner fails to facilitate the return of the equipment, documents and/or devices then RIA shall be entitled to recover the cost of the equipment/devices from the Implementing Partner.

13.3 Provided that the Implementing Partner did not breach this Agreement, any funds due to Implementing Partner that are due to the Implementing Partner at the date of termination shall be disbursed across to Implementing Partner subject to the terms of the Project.

14. Warranties

14.1 To the extent permissible by law no party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

15. Disclaimer and Limitation of Liability

15.1 Neither Party will be liable to the other for any damages sustained by the other – whether directly or indirectly and irrespective of the type of damages – unless specifically indicated to the contrary in this Agreement. The total liability of any of the parties to the other under this Agreement shall be limited to the funds disburseable to RIA under this Agreement, assuming no early termination and full performance of the Activities. Such limitation of liability shall not apply in cases of fraud, gross negligence, corrupt practices, personal death or bodily harm and/or willful misconduct on part of the Implementing Partner or in relation to any amounts which RIA may claim from the Implementing Partner in relation to the breach of the Intellectual Property.

15.2 Each party hereby indemnifies the other party against any liability arising from any loss or damage to each party's physical property (including data) and any liability arising from the death or injury of each party's employees or the death or injury of any third parties.

16. Acts beyond a Parties' Control

16.1 Subject to clause 9 (breach), if there is an event which cause delays in or failure or partial failure of performance by a Party of all or any of its obligations hereunder which is completely beyond the control of that party and cannot be rectified by some other means or method then this Agreement, or as the case may be, the effected portion thereof, shall be suspended for the period during which the event prevails, but if the event affects any material part of the Agreement for a period of 15 (fifteen) days or more, then either party shall be entitled on 5 (five) days written notice to the other party to cancel this Agreement.

16.2 In the event of cancellation of this Agreement as contemplated in this clause each Party shall bear their own losses and/or damages. For the purpose hereof, an event includes strikes, riots, lockouts, fire, floods, drought or any other cause beyond the control of the Parties including what a layman will consider to be an "act of god".

17. Assignment or Cession

17.1 Neither Party may cede, assign or sub-contract any of its obligations emanating from this Agreement without the prior written consent of the other Party.

18. Address for Legal Notices

18.1 The Parties choose as their address for legal documents for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature as indicated in Annexure A.

18.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax or e-mail.

18.3 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address for delivery of legal notices.

19. Whole Agreement, Amendment Policy

19.1 The laws of South Africa shall govern this agreement. This Agreement constitutes the whole Agreement between the Parties relating to the subject matter hereof.

19.2 No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any Annexure and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties.

20. Legal Costs

20.1 In the event that this Agreement is breached by either party, the party who did not breach the Agreement shall be entitled to attorney-own client costs when enforcing any rights contained within this Agreement or when claiming any damages arising from the said breach.

21. Interpretation

21.1 When any number of days is prescribed in the Agreement they shall be treated as calendar days as set out in the GMT +2 time zone and the end of each day will be at midnight in the said time zone.

21.2 The annexures attached to this Agreement form part hereof and words and expressions defined in this Agreement shall bear, unless stipulated otherwise therein, the same meanings in such annexes or schedules.

21.3 The definitions in clause 1 (Definitions) shall be given effect to as if they were substantive provisions in the body of this Agreement.

21.4 In the event of any conflict between the Master Agreement and the Annexures, the conflict will be resolved in favour of the Annexures to this Agreement.

21.5 If any provision of this Agreement is unenforceable or invalid under law, the remaining substance of such provision and remaining provisions of this Agreement shall continue to be binding and in full force and effect provided the essential economic benefits of this Agreement are retained.

SIGNED by the Parties on the following dates and at the following places respectively:

DATE: 27 July 2023 PLACE: Cape Town

SIGNATURE: Alisn Gilwad

For: RESEARCH ICT AFRICA (Duly Authorised)

DATE: July 21st, 2023

PLACE: Tbilisi, Georgia

SIGNATURE: 

Institute For Development Of Freedom Of Information (IDFI) (represented by Giorgi Kldiashvili, Executive Director, duly authorised)



1. ANNEXURE A: Party and Disbursement Details

This form is signed in terms of the Agreement concluded between RESEARCH ICT AFRICA and the **Implementing Partner** and is intended to be updated from time to time.

RIA bank details:

Details of RIA			
Full Name of Legal Entity	RESEARCH ICT AFRICA		
Registration Number	200901783108		
Physical Address:	Workshop 17, 17 Dock Road, V&A Waterfront, Cape Town,8001		
Postal Address:	Box 228, Green Point, 8052		
Registered Address:	Workshop 17, 17 Dock Road, V&A Waterfront, Cape Town,8001		
Income Tax Number:	9178953171		
Telephone Number:	+27214476332		
* Banking Details (Please note that this is required)			
Name on Account:	RESEARCH ICT AFRICA		
Bank:	Standard Bank of South Africa		
Branch/Town Name:	Johannesburg		
Branch/Town Code:	000205		
Account Number:	202634671		
Type of Account: (Eg: current)	Current account		
VAT Number:	4380256299		
SWIFT Code	SBZAZAJJ		
Primary Contact			
Name:	Alison Gillwald		
ID Number:	590808 0085 08 6	Position:	Director
Telephone Number:	+27214476332	Cell Number:	+27833258202
Email:	agillwald@researchictafrica.net		

Implementing Partner bank details:

Details of Implementing Partner			
Full name of legal entity	Institute for Development of Freedom of Information (IDFI)		
Company registration no.	204569617		
Physical address	20, Taras Shevchenko street, Tbilisi, Georgia		
Postal address	0108		
Registered address	4, Niaghvari street, Tbilisi, Georgia		
Income tax no.			
VAT no.			
Email	info@idfi.ge		
Mobile no.	+995599770100	Tel	+995322921514
Primary Contact			
Name	Giorgi Kldiashvili		
ID Number	01017005502	Position	Executive Director
Mobile no.	+995599770100	Tel	
Email	g.kldiashvili@idfi.ge		
* Banking Details (Please note: payment cannot be processed through the South African Reserve Bank without all the information requested below.)			
Name on account	Institute for Development of Freedom of Information		
Name of bank	Bank of Georgia JSC		
Bank branch/town name	Tbilisi		
Bank branch/town code			
Account number	GE88BG0000000498483002		
Account type (Current/Cheque etc)	Current Account		
Bank VAT number	204378869		
Physical Address of Bank	29a, Gagarini street, Tbilisi 0160, Georgia		
SWIFT code	BAGAGE22		

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ANNEXURE C: Global Index on Responsible AI: Regional Research Hub INSTITUTE FOR DEVELOPMENT OF FREEDOM OF INFORMATION (IDFI)

TERMS OF REFERENCE

1. Overview:

The Global Index on Responsible AI (GI) is a project of Research ICT Africa (RIA) and the Data for Development Research Hub (D4D.net), supported by the International Development Research Centre (IDRC).

The Regional Research Hub (INSTITUTE FOR DEVELOPMENT OF FREEDOM OF INFORMATION (IDFI) is expected to engage with the GI core team across the following phases of the GI first edition:

PHASES	Roles of the Hub
Phase 1: Pilot the GIRAI survey and team building March-August 2023	<ul style="list-style-type: none"> ● The Hub will designate a senior level representative to be part of the Steering Committee of the GI, a body established to oversee and support the implementation of the Index, and composed of the lead representatives of all the partners involved in the GI. ● At least one representative from the Hub will provide feedback on the GIR conceptual framework and select indicators, and will take part in conversations to validate the overall methodology, and to assess its regional and country-level relevance and researchability. ● The Hub will recruit or designate a current member of the staff to be the Regional Team Leader, who will be responsible for completing the GI survey during the pilot phase, support in delivering capacity building sessions to country researchers after the pilot phase is complete, and overseeing the overall process of field data collection. ● The Hub will ensure that the Regional Team Leader is in place for the pilot of the data collection and to provide feedback on the work done. ● The Hub will recruit country-level researchers for the countries assigned-
Phase 2: Establish the research network and data collection for the full study September - December 2023	<ul style="list-style-type: none"> ● The Hub will coordinate the work of country-level researchers to generate primary data collection based on indicators and core competencies of GI. ● The Hub will organise and support capacity building workshops for country researchers around the Index methodology, survey instruments, data quality process, etc., with the materials provided by the GIRAI core team. ● The Hub will work with the GI team to ensure data quality standards are followed, including the type of data collected and adherence to data flow processes established by the GI team and the Steering Committee.

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	<ul style="list-style-type: none"> ● The Hub will oversee the work of country level researchers to ensure compliance with data quality standards. ● The Hub will be involved in the data quality review process and finalising the data collection process.
<p>Phase 3: Data analysis for global report and dissemination</p> <p>December 2023- November 2024</p>	<ul style="list-style-type: none"> ● The Hub will be asked to support regional analysis for the global report, through conversations to inform research findings, reviewing draft content, or writing short contributions. ● The Hub will host an online or offline dissemination event for the Global report. The Hub may produce a regional report during 2024 that summarises key messages on Responsible AI in the region. The Hub may plan other regional dissemination activities, including outreach to governments, sectoral outreach, or media outreach.

2. Regional team leader role description:

For the purposes of coordinating, overseeing and ensuring a coherent and a high-quality standard of work by the country level researchers, the Hubs will recruit or designate a current member of the staff to be the **Regional Team Leader**. The number of Regional Team Leaders may vary across Hubs, according to the number of countries assigned to them. The initial estimated situation is one Regional Team Leader for each 12 countries.

The Regional Team Leader plays a crucial role in regional implementation of the GI, and in ensuring a high-quality standard of data collected from countries under Regional Hub’s coordination.

The Regional Team Leader should be an experienced researcher with advanced knowledge in AI and digital technologies, specifically in matters relating to their governance, policies, and social and ethical implications, and have relevant networks on the subject. The Regional Team Leader should also have at least two years of experience in leading, training and managing large data collection teams, preferably at an international level. Ideally, this person should be a natural organiser and a good online facilitator, with strong attention to detail, and comfortable in providing clear guidance and feedback to researchers. This person must have fluency in written English and knowledge of as many official languages of the countries that they will be responsible for overseeing.

Note: Regional team leaders recruited for the GI can not be a government official or employee, or contractor deriving a substantial proportion of their invoice from the government. They should not have any conflicts of interest that would affect their ability to provide impartial assessments.

3. Main tasks of the Regional Team Leader,

The main tasks of the Regional team Leader will include the following, and other related ones as requested

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PHASES	Roles of the Regional Team Leader
Phase 1: Pilot the GIRAI survey and team building May - August 2023	<ul style="list-style-type: none"> ● The Regional Team Leader will attend capacity building workshops provided by the GIRAI core team, and will be responsible for completing the pilot GIRAI survey during the pilot phase. ● The Regional Team Leader will be involved in an online session to share feedback on the survey process, and will be invited to provide feedback via a structured form. ● The Regional Team Leader might be involved in the process of recruiting and coordinating the work of country-level researchers to generate primary data collection based on indicators and core competencies of GIRAI.
Phase 2: Establish the research network and data collection September - December 2023	<ul style="list-style-type: none"> ● The Regional Team Leader will support capacity building workshops for country researchers around the Index methodology, survey instruments, data quality process, etc., with the materials provided by the GIRAI core team. ● The Regional Team Leader will support GIRAI team in assigning surveys to country researchers ● The Regional Team Leader will oversee the work of country level researchers to ensure accomplishment of data and quality standards. ● The Regional Team Leader will work jointly with the GIRAI core team to ensure the quality of data collected, and will oversee that national researchers follow the flow of the data quality process established by the GIRAI core team and the Steering Committee. ● The Regional Team Leader will be involved in the data quality review process and finalising the data collection process. ● The Regional Team Leader will carry on performance evaluations of country researchers with materials provided by the GIRAI core team.

4. Country level researcher

For the first edition of the GI, Hubs will recruit country level researchers who have experience in AI research and a demonstrated record of high standards of written English and English comprehension and are fluent in one or more of the main administrative languages of the country they are researching. The researchers should have in-depth knowledge of the country they are researching, including knowledge of recent policy developments relating to AI and digital technologies. Researchers should have relevant knowledge and understanding of AI, responsible AI, data protection, data policy and data sharing and have relevant contacts and networks to draw upon. For the purpose of quality assurance, it is strongly recommended that researchers are responsible for one country only.

Note: researchers recruited for the GIRAI can not be a government official or employee, or contractor deriving a substantial proportion of their invoice from the government. Researchers should not have any conflicts of interest that would affect their ability to provide impartial assessments.

During the recruitment process, Hubs can ask interested applicants to provide: 1) prior country to research; 2) brief motivation (which can be a letter or a short video message, up to three minutes max); 3) example

of specific relevant experiences; 4) highlight time availability; and 5) indicate references or examples of research papers, reports authored or co-authored (any relevant evidence).

There might be cases in which there are no applicants for a specific country. In this case, Hubs are expected to reach out to their professional networks, work closely with GIRAI team members, and identify someone suitable for the assignment.

5. Main tasks and responsibilities of the country researcher:

PHASES	Roles and responsibilities of the Country Researcher
Phase 2: Capacity building and Data collection	<ul style="list-style-type: none"> ● Before starting filling in the surveys, country researchers will have to attend capacity building online workshops around the Index methodology, survey instruments, data quality process, etc., with the materials provided by the GIRAI core team. Country researchers will also read carefully the Researchers Handbook and all the materials and be sure to have a solid understanding. ● The country researchers will be responsible for filling out the GIRAI survey for their designated countries in the survey tool provided by the GIRAI core team, following the researchers handbook guidance, and the rules in place for the data quality assurance process.

6. Pilot process

Since the GIRAI questionnaire is being used for the first time and covers challenging topics to assess, it's crucial to carry out a comprehensive pilot of the questionnaire and research process to ensure the relevance and quality of the data gathered.

The proposed pilot process includes two stages in which the Regional Research Hubs and with specific objectives, methods, participants and duration: the content-focused pilot and the data collection focused pilot.

6.1 Stage 1: Content-focused pilot

The objective of this stage of the pilot is to adjust and validate the GIRAI structure and data collection methodology. The representatives of the Hubs in the GIRAI Steering Committee will receive materials related to the conceptual framework and questionnaire of the GIRAI and will be asked to provide feedback through an online semi-structured questionnaire in a period of 3 weeks. The GIRAI core team will update the Index taking into account those comments, and this stage of the exercise will conclude with a virtual review session where any changes and feedback can be shared.

6.2 Stage 2: Data collection focused pilot

The objectives of this stage of the pilot are to test the data collection methodology, to refine the structure and wording of questions and the answer options, the question flow, the full survey length, the data collection systems and the structure of the resulting data base.

To do so, Regional Team Leaders will now take the roles of independent country researchers during the actual data collection in that they will receive the same training as country researchers, and will have 4 weeks to survey the countries assigned to them, applying the GIRAI and the Global Survey on AI application questionnaires with the data collection tool. In addition to surveying the corresponding country, they will be asked to assess the aspects already evaluated in the previous stages of the pilot (questionnaire design and

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structure), as well as flow and timing of the questionnaire through a semi-structured questionnaire that will include an open field for other observations that may arise. After the conclusion of the field work, the feedback obtained will be analysed, and the week will conclude with a virtual session for sharing feedback. The following week, the agreed adjustments will be made to the questionnaires, tool and capacity sessions if needed.

7. Number of countries to collect data

The Regional Hub will collect data in 12 countries namely; Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyz Republic, Mongolia, Republic of Moldova, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan.

SIGNED by the Parties on the following dates and at the following places respectively:

DATE: 27 July 2023 PLACE: Cape Town

SIGNATURE: *Adisngilwad*
For: RESEARCH ICT AFRICA (Duly authorised)

DATE: July 21st, 2023 PLACE: Tbilisi, Georgia

SIGNATURE: *G. Kldiashvili*
INSTITUTE FOR DEVELOPMENT OF FREEDOM OF INFORMATION (IDFI) (represented by Giorgi Kldiashvili, Executive Director duly authorised).



ANNEXURE D: TERMINATION OF ANNEXURE B - Project details and payment schedule (Institute for Development of Freedom of Information IDFI) - Global Index on Responsible AI: Regional Research Hub

This Annexure D details the termination of Annexure B – signed 22nd of June 2023 – which is an addendum to the Master Agreement entered into between the *Institute for Development of Freedom of Information* (IDFI) and *Research ICT Africa* (RIA) on the 22nd of June 2023.

With effect from the 1st of July 2023 both parties mutually agree to terminate all terms, conditions and obligations created under Annexure B, and both parties hereby acknowledge that all terms, conditions and obligations - including the completion of, and payment for all tasks allocated and completed up to and including the 22nd of June 2023 - have been met.

Both parties agree to release each other, their employees and agents from any claims or demands that may arise out of this termination, or out of anything done or omitted to be done under the terms of Annexure B.

The contents of this Annexure D pertain solely to the termination of Annexure B and shall have no effect on any other agreement/(s) and/or addenda that may exist between the Service provider and the Company.

SIGNED by the Parties on the following dates and at the following places respectively:

DATE: 27 July 2023

PLACE: Cape Town, South Africa

SIGNATURE: *Alismgilwad*

For: RESEARCH ICT AFRICA (Duly Authorised)

DATE: July 21st, 2023

PLACE: Tbilisi, Georgia

SIGNATURE: *G. Kldiashvili*

Giorgi Kldiashvili (*Institute For Development Of Freedom Of Information (IDFI)* - duly authorised)



1. ANNEXURE E: Project details and payment schedule - Global Index on Responsible AI: Regional Research Hub INSTITUTE FOR DEVELOPMENT OF FREEDOM OF INFORMATION (IDFI)

This annexure E serves as an addendum to the Master Agreement signed between the Implementing Partner and Research ICT Africa (RIA) as signed on 27 July 2023 (date of signature of agreement)

1 Definitions

1.1 In this Annexure the following terms have the corresponding meanings:

- 1.1.1 **“RIA”** means Research ICT Africa, a not for profit company with limited liability registered in terms of the laws of the Republic of South Africa;
- 1.1.2 **“Implementing Partner”** means INSTITUTE FOR DEVELOPMENT OF FREEDOM OF INFORMATION (IDFI) (represented by Giorgi Kldiashvili) in whose full and further details are set out in Annexure A to this Master Agreement; and
- 1.1.3 **“Programme Director”** means the person designated to lead RIA's AI Research Portfolio and to whom the implementing partner reports directly.
- 1.1.4 **“Global Index core team”** means the team that has been contracted by RIA to implement the Global Index on Responsible AI and works on it on a daily basis.
- 1.1.5 **“Global Index Steering Committee”** means a body established to oversee and support the implementation of the Index, and composed of the lead representatives of all the partners involved in the GI.
- 1.1.6 **“Regional team leader”** means a person hired or designated from current Regional Research Hub staff to coordinate and oversee the work of national researchers, report to Global Index core team and participate in the data quality assurance process.
- 1.1.7 **“Country researcher”** means the person responsible for filling the survey with information about one country.

2 Project Overview

2.1 **The Global Index is a new rights-based tool** being developed to support a broad range of actors in advancing responsible AI practices. It is intended to provide a comprehensive, reliable, independent, and comparative benchmark for assessing progress toward responsible AI in countries across the world. The Global Index will bolster the capacity of governments, civil society organisations, and other stakeholders in upholding rights-based responsible AI principles by providing research and data to foster accountability, develop more precise policy interventions, refine best practices, and encourage regional and international cooperation.

1. **One of the key innovations of the Global Index is the development of a fully integrated human rights-based approach.** This approach is innovative for two reasons. Firstly, it integrates human rights obligations into principles of AI ethics in order to establish more concrete benchmarks for measuring

responsible AI based on existing human rights treaties and standards. Secondly, it develops a research instrument that seeks to *fairly* assess a country's progress towards responsible AI by using a methodology that accounts for the diverse set of resources, capacities and conditions that exist within countries.

2. To assess each country against Responsible AI indicators, there will be a global task team on primary data collection. This will be done by one national researcher responsible per each of the 120 countries involved in the survey. These national researchers will be selected, co-trained (along with the Global Index core team) and supervised by the Regional Hubs, which will be responsible for the quality of the collected evidence and its assessment in the GI survey tool.

2.2 INSTITUTE FOR DEVELOPMENT OF FREEDOM OF INFORMATION (IDFI) has been engaged by Research ICT Africa to :

- 2.2.1 act as the regional partner for the GI study for the 2023/24 edition by establishing a regional Hub in Georgia;
- 2.2.2 cooperate across Regional Research Hubs, within the context of their organisational policies, resources and instruments;
- 2.2.3 establish a joint platform for regular communication between Regional Research Hubs, reporting, monitoring and evaluating the work done;
- 2.2.4 appoint Contact Persons within their respective organisations who will be responsible for communicating and exchanging information between and amongst them that relates to common interests and concern shared amongst collaborating Parties; and
- 2.2.5 engage with the GI team across all three (3) phases of the GI first edition – as detailed in Annexure C – Terms of Reference, attached hereto.

3 Implementing Partner Activities

3.1 The Implementing partner has been engaged to complete the following activities:

- 3.1.1 engage with the GI Steering Committee;
- 3.1.2 provide inputs on methods and indicators;
- 3.1.3 verify the regional relevance of indicators;
- 3.1.4 recruit and train regional team leaders;
- 3.1.5 recruit and co-train country researchers;
- 3.1.6 oversee the primary data collection process;
- 3.1.7 ensure that national researchers have a common understanding of core concepts of the survey;

- 3.1.8 provide support in regional consultations;
- 3.1.9 provide support in piloting instruments in the region;
- 3.1.10 oversee country researcher data collection;
- 3.1.11 write regional analyses for the Global Index report;
- 3.1.12 attend all scheduled meetings as necessary;
- 3.1.13 provide necessary information, making timely decisions and taking action so as not to hold up the project; and
- 3.1.14 take part in and organize dissemination activities.

4 Costs and Fees

- 4.1 *The all-inclusive fee payable to the implementing partner under this contract will be a maximum of USD54,470 (inclusive of any taxes that may apply), payable on completion of deliverables and to be disbursed by Research ICT Africa as per donor reporting requirements and payment milestones.*
- 4.2 Deductions shall be made for all statutory payments including but not limited to VAT, PAYE and/or unemployment insurance if legally required.
- 4.3 The implementing partner will be liable for payment of any applicable taxes in their country of permanent residence.
- 4.4 Project budgets are fixed and no additional expenses may be incurred without prior written approval from the Programme Director for AI. Reimbursement of pre-approved expenses can only be made on receipt of a detailed invoice for the amount and accompanying proof of expenditure.
- 4.5 Where payments must be made in a currency other than USD, such payments shall be made at the prevailing rate of exchange (USD:other currency) on the date that funds are paid to the implementing partner.
- 4.6 Fees are payable within 30 days of receipt of an invoice for each tranche, subject to completion of activities listed in clause 3, above, and according to the following payment schedule:

**All payments are subject to completion of identified activities and according to the final schedule of events*

5 Due dates

- 5.1 All deliverables must be completed by 15 November 2024, according to the following schedule:

Anticipated Month of Payment	Deliverable	Amount

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July 2023	<ul style="list-style-type: none"> ● Upon Signing of Agreement 	10% of the contract (5,447 USD)
August 2023	<ul style="list-style-type: none"> ● Pilot process successfully implemented: <ul style="list-style-type: none"> ○ Participation of Senior Representative of the Regional Hub in the Steering Committee, reviewing GIRAI materials. ○ Regional team leader attended to capacity building workshop to fill in a full questionnaire for a country and completed the full questionnaire ○ Feedback and learnings from the GIRAI pilot. ● All country researchers hired and contracts signed 	50% of the contract (27,235 USD)
January 2024	<ul style="list-style-type: none"> ● All data collected and quality review process implemented for all countries. Regional Hubs to sign off as responsible of the data collected throughout the region 	20% of the contract (10,894 USD)
November 2024	<ul style="list-style-type: none"> ● Inputs for the regional report ● Organisation of online events to disseminate results 	20% of the contract (10,894 USD)

6 Copyright

6.1 The implementing partner, unconditionally and irrevocably hereby transfers all and any copyright in and to the deliverables to RIA. The implementing partner further undertakes to obtain a similar transfer of copyright from any persons that it may use to provide the deliverables to RIA and indemnifies and holds RIA harmless for any reliance it may place on the assumption that such rights have been transferred.

6.2 Any original intellectual property brought to the project by any parties, and held by them prior to the start of the project, remains with them.

6.3 Any information obtained or created from or in connection with this project remains confidential information of RIA until such time as it is published in the public domain by, or with the permission of, RIA. Once the information enters the public domain it may be used by the implementing partner in a manner consistent with the copyright restrictions attached to the publication of the information.

6.4 In connection with the processing of personally identifiable information under this project agreement, RIA agrees it will duly comply with the requirements identified in the ICC/ESOMAR International Code on Market and Social Research as well as any data protection legislation in the country from which such information is gathered.

7 Termination

7.1 Either party may terminate this Agreement:

in the event of a material breach by the other party which remains unresolved after thirty (30) days following notice; or

in the event the other party becomes the subject of a proceeding in bankruptcy/insolvency or its equivalent.

SIGNED by the Parties on the following dates and at the following places respectively:

DATE: 23 July 2023 PLACE: Cape Town

SIGNATURE: *Alien Gilwad*

For: RESEARCH ICT AFRICA (Duly authorised)

DATE: July 21st, 2023 PLACE: Tbilisi, Georgia

SIGNATURE: *G. Kld*

INSTITUTE FOR DEVELOPMENT OF FREEDOM OF INFORMATION (IDFI) (represented by Giorgi Kldiashvili, Executive Director duly authorised)

